



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING AGENDA

Wednesday, June 5, 2024, 5:00 P.M.

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

Under the Brown Act, public comment for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. This is a warning that if a member of the public attending this meeting remotely or in-person violates the Brown Act by failing to comply with these requirements of the Brown Act, then the Mayor or Chair may request that speaker be muted. If a member of the public attending this meeting in-person engages in disruptive behavior that disturbs the orderly conduct of the meeting, they may be removed from the meeting after a warning, pursuant to Council Policy 000-17.

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

**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.**

Join the Zoom Meeting to participate live at:

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AGENDA

CALL TO ORDER

APPROVAL OF AGENDA

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

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

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

- B. Conference with Labor Negotiators (Government Code Section 54957.6)
City Negotiators: Matthew Mogensen, City Manager, Tori Hannah, Administrative Services Director/Assistant City Manager, Leticia Livian, Human Resources Director, and Katy Suttorp, Burke, Williams & Sorensen
Employee Organization: Police Officers Association
- C. Conference with Real Property Negotiators (Government Code § 54956.8)
Property: The Grill at Lovers Point, 628 Ocean View Boulevard
Agency Negotiator(s): Matthew Mogensen, City Manager, Tori Hannah, Administrative Services Director/Assistant City Manager, Director
Negotiating Party(ies): N/A
Under negotiation: Price and terms of payment

ADJOURNMENT



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, June 5, 2024, 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.

Under the Brown Act, public comment for matters on the agenda must relate to that agenda item and public comments for matters not on the agenda must relate to the subject matter jurisdiction of this legislative body. This is a warning that if a member of the public attending this meeting remotely or in-person violates the Brown Act by failing to comply with these requirements of the Brown Act, then the Mayor or Chair may request that speaker be muted. If a member of the public attending this meeting in-person engages in disruptive behavior that disturbs the orderly conduct of the meeting, they may be removed from the meeting after a warning, pursuant to Council Policy 000-17.

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

**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://www.cityofpacificgrove.org/Zoom_CC

[Please click here for directions to dial into the meeting audio.](#)

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Councilmember McDonnell

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

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

A. Report on Closed Session by City Attorney

B. Other

4. **GENERAL PUBLIC COMMENT**

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

A. Written General Public Comment

CONSENT AGENDA

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

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

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

A. Minutes of the May 15, 2024 City Council Closed Session and Regular Meetings

Reference: Sandra Kandell, City Clerk **PG 9**

Recommended Action: Approve minutes.

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

6. **RESOLUTIONS**

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

- A. Resolution Calling November 5, 2024 Municipal Election for Mayor and Council Members **PG 18**

Reference: Sandra Kandell, City Clerk

Recommended Action:

1. Adopt a resolution calling an election, requesting the County Elections Department conduct the election, requesting consolidation of the election with the November 5, 2024 General Municipal Election, and authorizing the City Manager to sign the Service Agreement for Provision of Election Services.
2. Alternatively, discuss and take other action related to this item.

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

- B. GreenWaste FY 24/25 Rate Increase **PG 27**

Reference: George Fuerst, Environmental Program Manager

Recommended Action: Adopt a Resolution affirming the accuracy of GreenWaste Recovery rate increase, per the franchise agreement, of 2.99% for FY 24/25.

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

- C. Pride Month 2023 **PG 41**

Reference: Sandra Kandell, City Clerk/DEI Coordinator

Recommended Action:

1. Adopt a resolution recognizing June as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month.
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. Approve a Resolution to Designate the City's Agent for Federal Emergency Management Agency (FEMA) Grants **PG 46**

Reference: Jazelle Johnson, Accountant

Recommended Action:

1. Approve a Resolution to Designate the City's Agent for Federal Emergency Management Agency (FEMA) Grants
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

7. **ORDINANCES**

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

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

- A. Monterey-Salinas Transit Meeting Minutes: April 15, 2024 **PG 50**
Reference: Joe Amelio, Councilmember
Recommended Action: Receive minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
- B. Housing Element Monthly Status Update **PG 59**
Reference: Alyssa Kroeger, Housing Program Manager
Recommended Action:
1. Receive the report.
 2. Alternatively, discuss and take other action related to this item.
- CEQA:** Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

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

- A. Monterey Regional Waste Management District MOU **PG 61**
Reference: George Fuerst, Environmental Program Manager
Recommended Action: Authorize a Memorandum of Understanding (MOU) between Monterey Regional Waste Management District and the City regarding assistance with California Senate Bill 1383 compliance.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
- B. Contract Amendment with Alvarez Technology Group for Information Technology Services **PG 82**
Reference: Mohammed Khasimi, Chief Information Officer
Recommended Action:
1. Approve Amendment No. 3 to Alvarez Technology Group Contract 2023-24 in the amount of \$3,000 for a total not to exceed amount of \$142,900.
 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. Ballot Measure to Amend PGMC 23.45 **PG 125**
Reference: Luke Coletti, Councilmember

Recommended Action: Direct the City Manager to

1. Return to the Council with the documents necessary to place a measure on the November 5, 2024, ballot asking the voters to amend Measure B (PGMC 23.45) to implement the following:: (1) provide a definition for “timeshare” or “timeshare project,” including those fractional interest uses marketed, sold, and managed as timeshares, (2) provide an advertising prohibition for timeshare projects, (3) allow the City Council to make any future amendments to the definition section via Council Ordinance, and (4) allow the City Council to make any future amendments to the advertising prohibition section via Council Ordinance.
2. Return to the Council at a date uncertain with an analysis of Measure C (PGMC 6.11) including current implementation, enforcement, and recommended amendments.

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

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

- A. Diversity, Equity and Inclusion Task Force Minutes: April 8, 2024 **PG 128**

Reference: Sandra Kandell, City Clerk

Recommended Action: Receive minutes.

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

REGULAR AGENDA

11. **PUBLIC HEARINGS**

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

- A. Third Quarter FY 23/24 Capital Project Report & Update **PG 131**

Reference: Jazelle Johnson, Accountant

Recommended Action:

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

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

- B. Ordinance to Adopt the Fiscal Year 24/25 Operating and Capital Improvement Budget; and Amend the Fiscal Year 23/24 Operating and Capital Improvement Budget **PG 135**

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

Recommended Action:

1. Request the City Attorney to read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold the first reading of an ordinance to adopt the Fiscal Year 24/25 Operating and Capital Improvement Budget, amend the Fiscal Year 23/24 Operating and Capital Improvement Budget
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

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

12. **UNFINISHED AND ONGOING BUSINESS**

13. **NEW BUSINESS**

A. **Economic Development Commission Member Removal PG 168**

Reference: Bill Peake, Mayor

Recommended Action:

1. Remove Mike Gibbs as a member of the Economic Development Commission effective immediately.
2. Alternatively, discuss and take other action related to this item.

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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

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



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk/DEI Coordinator
MEETING DATE: June 05, 2024
SUBJECT: Minutes of the May 15, 2024 City Council Closed Session and Regular Meetings
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve minutes.

Attachments

Draft Minutes 5-15-24



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

CLOSED SESSION MEETING

Wednesday, May 15, 2024, 5:00 P.M.

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

Join the Zoom Meeting to participate live at:
https://www.cityofpacificgrove.org/Zoom_Closed

CALL TO ORDER

Mayor Peake called the meeting to order at 5:00 p.m. Present in Chamber: Mayor Peake, Councilmembers Amelio, Beck, Coletti, McDonnell, and Poduri. Absent: Mayor Pro Tem Smith.

APPROVAL OF AGENDA

Action: Upon motion by Councilmember Amelio and seconded by Councilmember Beck, Council voted 6-0-1, Mayor Pro Tem Smith absent, to approve the agenda.

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

No public comments received.

1. Written Public Comment
 - A. Conference with Labor Negotiators (Government Code §54957.6)
City Negotiators: Matthew Mogensen, City Manager, Tori Hannah, Administrative Services Director/Assistant City Manager, Leticia Livian, Human Resources Director, and Katy Suttorp, Burke, Williams & Sorensen
Employee Organization: Police Officers Association
 - B. Conference with Real Property Negotiators (Government Code §54956.8)
Property: The Grill at Lovers Point,
Agency Negotiator(s): Matthew Mogensen, City Manager, Tori Hannah, Administrative Services Director/Assistant City Manager, Director
Negotiating Party(ies):
Under negotiation: Price and terms of payment
 - C. Conference with Legal Counsel--Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) One potential case (Employee Complaints)



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, May 15, 2024, 6:00 P.M.

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

https://www.cityofpacificgrove.org/Zoom_CC

CALL TO ORDER

Mayor Peake called the meeting to order at 6:00 p.m. Present in Chamber: Mayor Peake, Councilmembers Amelio, Beck, Coletti, McDonnell, and Poduri. Absent: Mayor Pro Tem Smith.

PLEDGE OF ALLEGIANCE

Councilmember Coletti led the pledge of allegiance.

1. APPROVAL OF AGENDA

Action: Mayor Peake recommended item 2C Monterey Regional Airport Presentation be moved to 14. Presentations as 14A.

Action: Upon motion by Councilmember Beck and seconded by Councilmember Amelio, Council voted 6-0-1, Mayor Pro Tem Smith absent, to approve the agenda as modified.

2. PRESENTATIONS

A. Mayor's Proclamation: National Police Week

Action: Received presentation.

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

B. Mayor's Proclamation: Recognizing Friends of the Pacific Grove Public Library 50-Year Anniversary

Action: Received presentation.

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

C. Monterey Regional Airport Presentation, by MaryAnn Leffel, Board of Directors Chair *During the Approval of the Agenda, this item was moved and heard as 14A.*

Reference: MaryAnn Leffel, Board of Directors Chair

Recommended Action: Receive 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: Matthew Mogensen, City Manager, Tori Hannah, Administrative Services Director/Assistant City Manager, Leticia Livian, Human Resources Director, and Katy Suttorp, Burke, Williams & Sorensen
Employee Organization: Police Officers Association

Conference with Real Property Negotiators (Government Code § 54956.8)
Property: The Grill at Lovers Point
Agency Negotiator(s): Matthew Mogensen, City Manager, Tori Hannah, Administrative Services Director/Assistant City Manager, Director
Under negotiation: Price and terms of payment

Conference with Legal Counsel--Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
One potential case (Employee Complaints)

City Attorney Brian Pierik reported no action was taken.

- B. Council and staff made general announcements.

4. **GENERAL PUBLIC COMMENT**

General public comment received from Dan Miller, Mike Gibbs, Carmelita Garcia, Sally Moore, and Andrew Kubica.

- A. Written General Public Comment

CONSENT AGENDA

Action: Consent Agenda item 8B and 8D were pulled and considered immediately following the Consent Agenda.

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

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

- A. Minutes of the May 1, 2024 City Council Closed Session and Regular Meetings

Action: Approved minutes.

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

6. **RESOLUTIONS**

- A. Resolution Setting the Appropriations Limit for FY 2024-2025.

Action: Approved Resolution No. 24-018 setting the Appropriations Limit for Fiscal Year 2024-2025.

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

7. **ORDINANCES**

- A. Second Reading of an Ordinance Amending the Fiscal Year 2023-24 Budget

Action: Held second reading and adopted Ordinance No. 24-007 amending the Fiscal Year 2023-24 Operating and Capital Improvement Budget.

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

- B. Second Reading of an Ordinance to Amend the Salary Classification Schedule for City Manager and City Manager Pro Tempore

Action: Held second reading and adopted Ordinance No. 24-008 amending the Salary Classification Schedule to include salary for City Manager and City Manager Pro Tempore.

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

8. **REPORTS – INFORMATION ONLY**

- A. Third Quarter 23/24 Workers' Compensation Report

Action: Received the report.

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

- B. Third Quarter Budget Report *This item was pulled and considered immediately following the Consent Agenda.*

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

Action: Receive the report.

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

- C. Third Quarter Treasurer's Quarterly Report

Action: Received the report.

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

- D. Third Quarter Fiscal Year 23/24 Purchase Order Report *This item was pulled and considered immediately following the Consent Agenda.*

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

Recommended Action: Receive the Fiscal Year 23/24 Third Quarter Purchase Order Report.

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

- E. Core Revenue Report for April

Action: Received the report.

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

- F. April 2024 Check Register

Action: Received the Check Register.

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

- G. Information Regarding Trial Court Ruling on SB 9
Action: Received Agenda Report with information regarding Trial Court Ruling on SB 9.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS – REQUIRING ACTION**

- A. Council Policy 000-17 ‘Order of Agenda’
Action: Directed the City Attorney to prepare a resolution to amend Council Policy 000-17 ‘Order of Agenda’.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
- B. Direction to City Attorney to Prepare an Ordinance Amending Pacific Grove Municipal Chapter 20.04 Regarding Signs
Action: Directed the City Attorney to work with City Manager and staff to prepare an Ordinance amending Chapter 20.04 of the Pacific Grove Municipal Code in regard to signs.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

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

- A. Library Board Minutes: January 2, 2024
Action: Received minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

- 8.B. Third Quarter Budget Report *This item was pulled from the Consent Agenda.*
Public comment received from Adam de Boor.
Action: Received the report.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
- 8.D. Third Quarter Fiscal Year 23/24 Purchase Order Report *This item pulled from the Consent Agenda.*
Public comment received from Lisa Ciani.
Action: Received the Fiscal Year 23/24 Third Quarter Purchase Order Report.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. **PUBLIC HEARINGS**

- A. Hospitality Improvement District (HID) program for Fiscal Year 2024-25
No public comment received.

Action: Upon motion by Councilmember Coletti and seconded by Councilmember Beck, Council voted 6-0-1, Mayor Pro Tem Smith absent, to hold a public hearing to determine

majority protest to the annual assessment were not received, adopt Resolution No. 24-019 to approve the annual report, levy the annual assessment, approve the recommended Fiscal Year 2024-25 program, appoint the HID Advisory Board for Fiscal Year 2024-25, and authorize the City Manager to execute an agreement allowing the Pacific Grove Chamber of Commerce to administer the HID budget.

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

- B. Downtown Business Improvement District (BID) Program for Fiscal Year 2024-25
Public comment received from Mike Gibbs and Inge Lorentzen Daumer.

Action: Upon motion by Councilmember Coletti and seconded by Councilmember Beck, Council voted 6-0-1, Mayor Pro Tem Smith absent, to hold a public hearing to determine majority protest to the annual assessment were not received, adopt Resolution No. 24-020 to approve the annual report, levy the annual assessment, approve the recommended Fiscal Year 2024-25 program, appoint the BID Advisory Board for Fiscal Year 2024-25, and authorize the City Manager to execute an agreement allowing the Pacific Grove Chamber of Commerce to administer the BID budget, with the condition that all BID appointees be current in their business license obligations past and present and that any fines due be paid by Friday, May 17, 2024.

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

12. **UNFINISHED AND ONGOING BUSINESS**

- A. FY24/25 Capital Improvement Plan & SB1 Project List
Public comment received from Dan Miller, Andy Kubica, Carmelita Garcia, Sally Moore, Mike Gibbs, Colleen Ingram, Lisa Ciani, Inge Lorentzen Daumer, and Christi Thomas.

Action: Upon motion by Councilmember Amelio and seconded by Councilmember Beck, Council voted 6-0-1, Mayor Pro Tem Smith absent, to receive and approve the FY 24/25 Capital Improvement Plan (CIP) to include in the Operating Budget and approve Resolution No. 24-021 adopting the FY24/25 SB1 Project List.

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

- B. Central Coast Community Energy (3CE) Enrollment Opt Up from 3Cchoice to 3Cprime
Public comment received from Colleen Ingram.

Action: Upon motion by Councilmember Amelio and seconded by Councilmember Beck, Council voted 6-0-1, Mayor Pro Tem Smith absent, to authorize the City Manager to switch eligible electrical generation service to City properties from 3Cchoice to 3Cprime and encourage residents to participate in 3CE and 3Cprime through public outreach which could include: presentations and discussion at BNRC and Climate Committee; inviting 3CE to host a table at City events or farmer's markets; and social media Posts and added information to City website.

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

C. Code of Conduct

Public comment received from Sally Moore, Colleen Ingram, Laura Abihider, Adam de Boor, Nadja Mark, Dan Miller, Tina Rau, Beth Walker, Liz Jacobs, Jane Haines, Inge Lorentzen Daumer, Mari Adams, Marsha, Joy Colangelo, Lisa Ciani, and Carmelita Garcia.

Action: Upon motion by Councilmember Coletti and seconded by Councilmember Beck to not adopt the revised Code of Conduct, the motion was substituted.

Action: Upon a substitution motion by Councilmember Amelio and seconded by Councilmember Poduri, the motion failed 2-4-1, Mayor Peake, Councilmembers Beck, Coletti, and McDonnell dissenting, Mayor Pro Tem Smith absent, to adopt the revised Code of Conduct.

Action: Upon motion by Councilmember Coletti and seconded by Councilmember Beck, Council voted 4-2-1, Councilmembers Amelio and Poduri dissenting, Mayor Pro Tem Smith absent, to not adopt the revised Code of Conduct.

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

Action: Upon motion by Councilmember Coletti and seconded by Councilmember McDonnell, Council voted 6-0-1, Mayor Pro Tem Smith absent, to continue past 10:00 p.m. to hear the Monterey Regional Airport Presentation.

13. NEW BUSINESS

14. FULL PRESENTATIONS

- A. Monterey Regional Airport Presentation, by MaryAnn Leffel, Board of Directors Chair
During the Approval of the Agenda, this item was moved from 2. Presentations.
No public comment received.

Action: Received presentation.

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

15. CLOSED SESSION

ADJOURNMENT

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

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor: _____ Date _____

Attest by City Manager : _____ Date _____

DRAFT



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk
MEETING DATE: June 05, 2024
SUBJECT: Resolution Calling November 5, 2024 Municipal Election for Mayor and Council Members
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Adopt a resolution calling an election, requesting the County Elections Department conduct the election, requesting consolidation of the election with the November 5, 2024 General Municipal Election, and authorizing the City Manager to sign the Service Agreement for Provision of Election Services.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

In keeping with the City Charter, the general municipal election will be held on November 5, 2024 for Mayor (two-year term) and three Councilmembers (four-year terms). Incumbents whose seats are up for election include Mayor Peake and Councilmembers Coletti, Smith, and Poduri. The regular nomination filing period opens on July 15 at 8 a.m. and closes on August 9, 2024 at 5 p.m. Additionally, Charter Article 12 provides the term of office for any Councilmember who files for the office of Mayor shall automatically expire on the Tuesday following the election, and the nomination filing period for that seat shall be extended to August 14, 2024. Nomination forms must be obtained from, and filed with, the City Clerk's office during the nomination filing period.

The attached resolution calls for consolidation of the election with the statewide election and authorizes a contract with the Monterey County Election Department for services. The resolution and service agreement must be submitted to Monterey County by August 9, 2024.

OPTIONS

Not applicable.

FINANCIAL IMPACT:

Given the uncertainty in the market and projections from print and mailing vendors, the estimated cost for the November General Election is \$7 to \$10 per registered voter. As of February 2024, there were 10,218 registered voters in the City of Pacific Grove.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Proposed Reso
Service Agreement

RESOLUTION NO. 24-XXX

RESOLUTION CALLING AN ELECTION, REQUESTING THE COUNTY ELECTIONS DEPARTMENT CONDUCT THE ELECTION, REQUESTING CONSOLIDATION OF THE ELECTION WITH THE NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION, AND AUTHORIZING THE CITY MANAGER TO SIGN THE SERVICE AGREEMENT FOR PROVISION OF ELECTION SERVICES

WHEREAS, in accord with Article 8 of the Charter of the City of Pacific Grove and the General Laws of the State of California, a General Municipal Election shall be held in the City of Pacific Grove for election of a Mayor for the full term of two years, and three Councilmembers for full terms of four years each. The General Election shall be held on Tuesday, November 5, 2024, from the hours of 7:00 a.m. until 8:00 p.m.; thereafter polls shall be closed.

WHEREAS, qualified electors at said Election shall be entitled to vote for nominees for the following offices: Office of Mayor (a two-year term), with one person to be elected; and Office of Councilmember (four-year terms), with three persons to be elected. Additionally, the term for any Councilmember who files for the office of Mayor shall automatically expire on the Tuesday following the election, and the nomination filing period for the unexpired term for that seat shall be extended to August 14, 2024. Qualified electors at said Election shall also be entitled to vote for any initiative(s) and/or measure(s) that may hereafter qualify for placing on the ballot.

WHEREAS, the Pacific Grove City Council requests the Monterey County Board of Supervisors consolidate the General Municipal Election with the General Statewide Election scheduled for Tuesday, November 5, 2024. The City Council requests consolidation of election precincts, polling places, and voting booths be the same as for the General Statewide Election, and to further that the form of a ballot used within the City of Pacific Grove specify duly qualified candidates for the offices and for any initiative(s) and/or measure(s) that may hereafter qualify for the ballot.

WHEREAS, the Pacific Grove City Council further requests the Monterey County Board of Supervisors order the County Registrar of Voters to prepare and mail sample ballots with candidates' statement and any initiative(s) and/or measure(s) ballot that may hereafter qualify for placement on the ballot to the qualified electors of the City; obtain appropriate precinct locations and trained precinct workers; prepare and count the ballots on Election Night or thereafter; and certify the election results, in the manner provided by law.

WHEREAS, the City Clerk and County Registrar of Voters are authorized to print forms, publish notices and provide information as may be necessary or convenient to assure the orderly conduct of the election, and they shall do all other things necessary to facilitate the holding of the election in a manner consistent with law.

WHEREAS, except as otherwise recited in this resolution, the election shall be held

and conducted as provided by the general law for holding municipal elections.

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election. The city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, pursuant to Elections Code Section 10002, The Registrar of Voters is authorized to bill the City, on a prorated basis, for costs associated with this General Municipal Election.

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional district, public district, city, county or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot. Upon such request, the Board of Supervisors may order consolidation. The resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the ordinance, resolution, or order calling the election; and

WHEREAS, a Notice of Election shall be published in an official newspaper of general circulation in the City in accordance with the Elections Code 12101.

WHEREAS, pursuant to Elections Code Section 13307, whenever an election called by a city has offices to be filled, it is required to fix and determine the number of words that a candidate may submit on the candidate's statement to be either 200 or 400 words and to determine if the candidate will pay the cost of the statement. The City resolves that each candidate shall pay for the cost of his or her candidate's statement; each statement shall not exceed 200 words.

WHEREAS, Elections Code Section 15651 requires the city or district to determine the means and manner in which a tie vote is to be resolved in the event that two or more persons receive an equal number of votes and the highest number of votes ("tie votes") for an office to be voted upon. The City Clerk shall resolve any tie vote by coin toss.

WHEREAS, various district, county, state and other political subdivision elections may be or have been called to be held on a November 5, 2024;

NOW THEREFORE, BE IT RESOLVED AND ORDERED that the governing body of the City of Pacific Grove hereby orders an election be called and consolidated with any and all elections also called to be held on November 5, 2024 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the Board of Supervisors of the County of Monterey to order such consolidation under Elections Code Section 10400, 10401, and 10403.

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Elections Code Section 10002 said governing body hereby requests the Board of Supervisors of the County of Monterey to permit the Monterey County Elections Department to provide any and all services necessary for conducting an election and agrees to pay for said services in full, and

BE IT FURTHER RESOLVED AND ORDERED that the Monterey County Elections Department conduct the election for the purpose of electing three (3) Council Members and one (1) Mayor to this Governing Board on the November 5, 2024 ballot.

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Election Code Section 13307 the City of Pacific Grove has resolved that all costs of the Candidate's statement be paid by the candidates and that no candidate may submit a statement over 200 words.

BE IT FURTHER RESOLVED AND ORDERED that pursuant to Elections Code 15651, tie votes shall be determined by coin toss.

BE IT FURTHER RESOLVED AND ORDERED that the City Manager is authorized to sign the Service Agreement for the Provision of Election Services between the City of Pacific Grove and County of Monterey Department of Elections.

PASSED AND ADOPTED by the City Council of the City of Pacific Grove on this 5th day of June, 2024 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:
DATED:_____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN PIERIK, City Attorney

SERVICE AGREEMENT FOR THE PROVISION OF ELECTION
SERVICES BETWEEN CITY OF PACIFIC GROVE AND
COUNTY OF MONTEREY DEPARTMENT OF ELECTIONS
NOVEMBER 5, 2024

This Agreement, entered into this _____ day of _____ 2024, by and between City of Pacific Grove and County of Monterey Department of Elections (hereinafter referred to as the Department);

WHEREAS, it is necessary and desirable that the Department be retained for the purpose of conducting an election hereinafter described for the City of Pacific Grove (hereinafter referred to as the City);

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

SERVICES TO BE PERFORMED BY THE CITY:

- 1) No later than the 88th day prior to the election the City shall submit a resolution requesting the Department to conduct an election for the City on **NOVEMBER 5, 2024** and requesting election related services of the Department.
- 2) The City shall publish the Notice of Election and the Notice to File Declarations of Candidacy for the offices to be voted on, and/or the Notice to File Arguments for or against any measure.
- 3) The City shall submit to the Department in writing the exact number of offices to be voted on and the names and ballot designations of the candidates for those offices, and/or the exact ballot wording to be voted by no later than the 88th day prior to the election, or by the 83rd day prior to the election if Elections Code §§ 10225, 10229, and 10407 are applicable.
- 4) The City shall prepare and deliver to the Department the Voter Guide information containing, as applicable, candidates' statements of qualifications, ballot measure, tax rate statements, impartial analysis, arguments for or against and rebuttals thereto. The last day for the submission of primary arguments (300 words) and

impartial analysis shall be no later than **AUGUST 15, 2024**. The last day for the submission of rebuttal arguments (250 words) is **AUGUST 22, 2024**.

- 5) The City shall be responsible for reviewing and approving the language of the sample ballot and official ballot wording for candidates and measures.

SERVICES TO BE PERFORMED BY THE DEPARTMENT:

- 1) The Department shall select and contract with the sample and official ballot printer(s) on behalf of the City.
- 2) The Department shall prepare and deliver to the printer the official ballot information.
- 3) The Department shall issue, receive and process all ballots on behalf of the City matters.
- 4) The Department shall procure all necessary and appropriate polling place locations, hire polling place workers, and conduct the election in accordance with all applicable state, federal and local laws.
- 5) The Department shall prepare a Canvass of Votes Cast and submit a Certificate of Registrar of Voters to the City regarding the City matters.
- 6) The Department shall conduct other various and miscellaneous election activities as required including but not limited to all those required as the City's Election Official other than those described under "Services to be Performed by the City".

TERMS:

This Agreement shall be in effect for the performance of all services incident to the preparation and conduct of the election to be held on **NOVEMBER 5, 2024**.

The parties will use best efforts to perform services herein. However, in the event the Department is unable to perform services required under this Agreement that are beyond their control, including an employee strike, vendor conditions, natural disasters, war, or other similar conditions, the Department will be relieved of all obligations under this Agreement. The Department will provide reasonable notice, if practical, of any conditions beyond their control, including notice at least 60 days prior to **NOVEMBER 5, 2024** of vendor conditions affecting the election services. In the event a vendor does not perform, the Department will attempt to obtain substitute services.

CONSIDERATION:

In consideration of the performance of services and supplies provided by the Department, the City shall pay to the Department a sum equal to the actual cost of such services, expenses, and supplies related to the work performed on behalf of City. In the event that this Agreement is terminated prematurely, the City shall pay to the Department a sum equal to the actual cost of such services performed or supplies/expenses incurred as of the effective date of the termination.

The City shall make payment within 30 days of receipt of invoice from the Department.

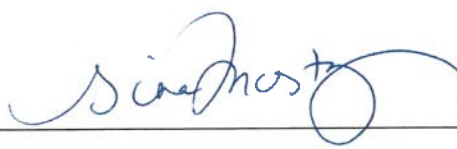
CITY:

Signature: _____ Date: _____

Print Name: _____

Title: _____

COUNTY:

Signature:  _____ Date: 04/23/2024

Print Name: Gina Martinez

Title: County of Monterey, Registrar of Voters



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: George Fuerst, Environmental Program Manager
MEETING DATE: June 05, 2024
SUBJECT: GreenWaste FY 24/25 Rate Increase
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Adopt a Resolution affirming the accuracy of GreenWaste Recovery rate increase, per the franchise agreement, of 2.99% for FY 24/25.

DISCUSSION

Background

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

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

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

Previous Year Rate Increases

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

Table 1: Rate Increases To Date

Fiscal Year	Rate Period	Rate Increase	Methodology
-------------	-------------	---------------	-------------

FY15/16	1	N/A	Initial Year of the Agreement
FY16/17	2	3.4% (RES) 4.3% (COM) 5.2% (RO)	Sector-Based Weighted Average
FY17/18	3	4.8% (Res) 4.1% (Com) 2.1% (RO)	Sector-Based Weighted Average
FY18/19	4	7.6% (Res) 6.7% (Com) 7.3% (RO)	Sector-Based Weighted Average
FY19/20	5	0%	No annual rate increase applied due to GWR late submission
FY20/21	6	31.04%	Compound of Cost Based on RP5 (20.93%) and Multi-Index in RP6 (8.36%)
FY21/22	7	2.5% 2.54% SB 1383	0.7% increase to the solid waste fees 1.8% for SB 1383 (July, 2021) 2.54% additional SB 1383 increase
FY 22/23	8	1.54%	Multi-Index based rate adjustment, uniform for all services
FY 23/24	9	2.77%	Multi-Index based rate adjustment, uniform for all services
FY 24/25	10	2.99%	Multi-Index based rate adjustment, uniform for all services
– Key: RES (residential), Com (commercial), RO (roll off container)			

Fiscal Years 15/16 through 18/19

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

Fiscal Year 19/20

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

Fiscal Year 20/21

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

- The CBRA showed the assumptions for revenue and expenses provided by the previous garbage provider were not accurate for all jurisdictions. The total revenue from all jurisdictions for the first five years of the original franchise agreement was close to initial assumptions. However, some jurisdictions had lower revenue and some higher revenue than what was expected for the expenses included in the

rate base. GWR is required to “true-up” revenues and expenses in each individual jurisdiction’s franchise agreement during the CBRA process. Jurisdictions with lower revenue had to raise rates to cover the cost of services provided.

- The franchise agreement allows cost increases at the disposal facilities to be passed through to garbage rates. The only disposal facility utilized by GWR to fulfill its obligation with the City is two miles north of the City of Marina and operated by the Monterey Regional Waste Management District (MRWMD).
- The original franchise agreement included a provision for a \$40 per ton credit for recyclable material collected in the blue bins and processed at the Monterey Regional Waste Management District Material Recovery Facility (MRF).

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

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

Fiscal Year 21/22

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

The FY21/22 increase was comprised of two components:

1. A 0.7% increase to the solid waste fees. This is the minimum amount to increase the solid waste fees such that the City complies with its franchise agreement with GWR. This amount was determined using the Multi-Index Rate Adjustment method.
2. A 1.8% increase to ensure sufficient funds for the implementation of the new requirements related to California Senate Bill 1383 which take effective, January 1, 2022, which will require collection of organics for all sectors.

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

Fiscal Year 22/23

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

Fiscal Year 23/24

The FY23/24 rate increase was 2.77%, calculated in accordance with the Franchise Agreement. This amount was determined using the Multi-Index Rate Adjustment method, uniform for all services.

Fiscal Year 24/25

A 2.99% increase for FY 22/23 has been calculated in accordance with the Franchise Agreement using the Multi-Index Rate Adjustment method.

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

Pacific Grove Rate Adjustment		
	Current rates (RP9)	New rate (RP10)
Adjustment	N/A	2.99%
Residential 32- gallon rate	\$34.97	\$36.02
Residential 64- gallon rate	\$52.39	\$53.96

Impact to Residents

This rate increase will have a minimal impact on residents, while ensuring the City meets the requirements of the Franchise Agreement. The rate increase of 2.99%, uniformly applied to current rates, equals an additional \$1.05 per month for 32-gallon and \$1.57 per month for 64-gallon container service.

The rate increase is scheduled to go into effect on July 1, 2024.

OPTIONS

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

FINANCIAL IMPACT:

The FY 24/25 proposed rate adjustment would not affect City expenses as City waste is collected at no charge under the terms of the Franchise Agreement. The rate adjustment would result in a proportional adjustment of the City’s Franchise and Litter Abatement Fees. The Franchise Fee for FY 23/24 is 16% of gross receipts, and the Litter Abatement Fee is 3.95% of gross receipts.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

- Rate Period 10 Report
- Rate Sheet (Attachment B)
- Proposed Resolution



590 Ygnacio Valley Road, Suite 105
Walnut Creek, California 94596
Telephone: 925/977-6950

Northern California
Southern California
www.hfh-consultants.com

May 2, 2024

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

Sent via E-mail

Subject: Review of GreenWaste Recovery's 2024-25 Rate Request – Draft Report

Dear Daniel Gho:

HF&H Consultants, LLC (HF&H) was retained by the Monterey Regional Waste Management District (District) to assist with a review of GreenWaste Recovery's (GWR) request for an adjustment to customer rates, effective July 1, 2024, submitted to the City of Pacific Grove (City) on March 1, 2024. This report presents our findings and recommendations.

EXECUTIVE SUMMARY

HF&H's review of GWR's Rate Period 10 (RP10) rate request to the City, and subsequent negotiations with GWR, resulted in the following outcomes:

- HF&H has determined a 2.99% increase as appropriate as a result of the following components:
 - 4.50% inflationary increase in labor-related costs
 - 3.50% inflationary increase in vehicle-related costs (excl. fuel)
 - Fuel rate held flat as set by the District
 - 3.50% inflationary increase in other costs
 - Depreciation held flat per the Agreement
 - -0.44% net processing costs decrease due to a decrease in tonnage
 - 1.00% increase in disposal costs due to an increase in per ton disposal rate, offset by a decrease in tonnage

Refer to **Figure 1** below for the impact to sample residential rates.

Daniel Gho
May 2, 2024
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Figure 1 – Example Rate Impact of Adjustment

Pacific Grove Rate Adjustment		
	Current Rates (RP9)	RP10
Adjustment		2.99%
Residential 32- gallon rate	\$ 34.97	\$ 36.02
Residential 64- gallon rate	\$ 52.39	\$ 53.96

BACKGROUND

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

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

RATE CALCULATION REVIEW

HF&H Scope of Work

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

1. Review of the rate request for completeness and compliance with the procedures contained in Exhibit E1 of the Agreement.

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2. Review for mathematical accuracy and logical consistency to determine that the rate request is mathematically correct, that the rows and columns of numbers add down and across as intended, and that the stated assumptions were, in fact, used. Also, to determine that the rate request is internally consistent and that any summary schedules agree to the supporting schedules and worksheets.
3. Verification of the inclusion of the franchise fee calculation in the adjustment.
4. Verification of contract compliance with regard to:
 - A. The indices used in the adjustment.
 - B. The tip fees reported for the disposal/processing components of the rates.
 - C. The use of quarterly-reported tonnage data and allocations among agencies. A detailed audit of tonnage and allocations of tonnage reported by GWR was not a part of this scope of work. HF&H discussed GWR's allocation methodology with them and the methodology appears reasonable and consistent with standard practices within the industry.
 - D. Any changes in governmental fees on the fee component of the rates; and, the accurate application of the resultant percentage changes in the various rate components to the rate schedule approved by the City through the Agreement.

Review of Rate Request

Rate Period 10 Application

HF&H reviewed the rate application for RP10. The results of the calculation of RP10 per methodology of Exhibit E1 of the amendment can be seen in **Figure 2** on the following page.

Daniel Gho
May 2, 2024
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Figure 2 - City of Pacific Grove Application of Index-Based Adjustments to RP10

	RP 9	Adjustment Factor	RP 10
Annual Cost of Operations			
Labor-Related Costs	\$ 922,841	1.045	\$ 964,368
Vehicle-Related Costs	\$ 174,235	1.035	\$ 180,333
Fuel Costs	\$ 162,426	1	\$ 162,426
Other Costs	\$ 379,808	1.035	\$ 393,102
Direct Depreciation	\$ 266,606	N.A.	\$ 266,606
Total Allocated Costs - Labor, Vehicle, Fuel & Other	\$ 923,856	1.035	\$ 956,191
Total Allocated Costs - Depreciation & Start-Up	\$ 48,820	N.A.	\$ 48,820
Total Annual Cost of Operations	\$ 2,878,592		\$ 2,971,846
Profit			
	\$ 344,915	OR=89.3	\$ 356,089
Pass-Through Costs			
Disposal Costs	\$ 470,309	Tons*Tip Fee	\$ 475,014
Curbside Supplemental	\$ (9,844)	1.00	\$ (9,844)
Recycling Processing Costs	\$ 97,420	Tons*Tip Fee	\$ 93,866
Residue Processing Costs	\$ 19,284	Tons*Tip Fee	\$ -
Yard Trimmings Processing Costs	\$ 110,258	Tons*Tip Fee	\$ 119,662
Food Waste Processing Costs	\$ 26,287	Tons*Tip Fee	\$ 38,604
C&D Processing Costs	\$ -	Tons*Tip Fee	\$ -
Interest Expense	\$ 78,899	N.A.	\$ 78,899
Direct Lease Costs	\$ -	N.A.	\$ -
Total Allocated Costs - Lease	\$ 62,256	N.A.	\$ 62,256
Total Pass-Through Costs	\$ 854,870	N.A.	\$ 858,457
Total Costs before Agency Fees			
	\$ 4,078,377	N.A.	\$ 4,186,393
Agency Fees/Payments			
Franchise Fee	\$ 820,681	16.00%	\$ 845,222
Litter Abatement Fee	\$ 202,606	3.95%	\$ 208,664
Rate Application Review Costs	\$ 34,080	Actual	\$ 42,357
Other Adjustments (as needed from time to time)			
Adjustment from MRWMD Tip Fee Estimate	\$ (6,488)	N.A.	
Total Calculated Costs	\$ 5,129,256		\$ 5,282,636

2.99%

Daniel Gho
May 2, 2024
Page 5 of 6

Review of GWR Costs

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

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

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

Review of Disposal/Processing Component

Calendar Year 2023 collected tons were used for the RP9 review in accordance with the amendment. The disposal and processing components also consider the tipping fees charged by the District in order to project anticipated disposal and processing costs at the District. The following table describes the changes in the City's disposal and processing costs for each material type based on the tip fees at the District which have been incorporated into our RP10 review.

Figure 3 - Impact of District Tip Fee Changes

Material	2023 Tons	Current Per Ton Tip Fee	Rate Period 10 Costs
	A	B	A x B
Solid Waste	6,169	\$ 77.00	\$ 475,014
Recycling	2,347	\$ 40.00	\$ 93,866
Yard Trimmings	2,546	\$ 47.00	\$ 119,662
Food Waste	603	\$ 64.00	\$ 38,604
C&D*	-	\$ 77.00	\$ -

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

Review of Fee Component

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

Additionally, rate application review costs and other identified District costs totaling \$42,357 were added as a one-time adjustment to cover the rate review, franchise management, and other identified District costs such as staff time, public education and outreach, and some other identified costs related to SB 1383.

Daniel Gho
May 2, 2024
Page 6 of 6

New Rates

Attached hereto is a table of all new rates recommended for RP9 based on the adjustments described in this memo (Attachment B). HF&H recommends adopting these rates by resolution to be effective July 1, 2024.

* * * * *

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

Sincerely,
HF&H CONSULTANTS, LLC



Rob Hilton
President



Dave Hilton
Senior Project Manager

Residential Solid Waste Collection Rates			
Service Level	Solid Waste	Recycling	Organics
Curbside 32 Gallon	\$36.02	Included	Included
Curbside 64 Gallon	\$53.96	Included	Included
Curbside 96 Gallon	\$71.77	Included	Included
One Way 32 Gallon	\$58.76	Included	Included
One Way 64 Gallon	\$76.71	Included	Included
One Way 96 Gallon	\$94.51	Included	Included
Backyard 32 Gallon	\$66.33	Included	Included
Backyard 64 Gallon	\$84.28	Included	Included
Backyard 96 Gallon	\$102.08	Included	Included
Notes: See Exhibit B1 for specific service availability			

Commercial/Multi-Family Solid Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
32-Gallon Cart	\$31.27	\$62.25	\$93.17	\$125.00	\$156.53	\$189.91
64-Gallon Cart	\$61.14	\$96.94	\$132.74	\$148.16	\$220.45	\$292.74
96-Gallon Cart	\$98.66	\$185.29	\$272.49	\$359.68	\$446.87	\$498.85
1-Cubic Yard Bin	\$144.30	\$291.14	\$438.99	\$538.47	\$662.21	\$785.94
2-Cubic Yard Bin	\$287.60	\$531.39	\$775.31	\$1,066.44	\$1,247.36	\$1,602.86
3-Cubic Yard Bin	\$431.89	\$771.77	\$1,103.61	\$1,523.31	\$1,881.54	\$2,274.14
4-Cubic Yard Bin	\$527.85	\$1,059.37	\$1,519.78	\$2,054.70	\$2,446.76	\$3,166.89
6-Cubic Yard Bin	\$768.23	\$1,516.22	\$2,178.37	\$2,963.14	\$3,731.06	\$4,284.77
8-Cubic Yard Bin	\$1,055.83	\$2,047.61	\$2,953.67	\$4,029.60	\$4,978.42	\$5,887.63
2-Cubic Yard Compactor	\$340.20	\$636.59	\$933.12	n/a	n/a	n/a
3-Cubic Yard Compactor	\$510.80	\$929.57	\$1,340.33	n/a	n/a	n/a
4-Cubic Yard Compactor	\$633.05	\$1,269.78	\$1,835.38	n/a	n/a	n/a

Commercial/Multi-Family Recycling Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$17.26	\$27.36	\$37.47	\$41.82	\$62.24	\$82.64
96-Gallon Cart	\$24.68	\$46.33	\$68.12	\$89.92	\$111.71	\$124.71
1-Cubic Yard Bin	\$36.07	\$72.78	\$109.75	\$134.62	\$165.55	\$196.48
2-Cubic Yard Bin	\$71.90	\$132.85	\$193.83	\$266.62	\$311.83	\$400.72
3-Cubic Yard Bin	\$107.98	\$192.94	\$275.90	\$380.83	\$470.39	\$568.54
4-Cubic Yard Bin	\$131.96	\$264.84	\$379.94	\$513.67	\$611.69	\$791.73
6-Cubic Yard Bin	\$192.06	\$379.06	\$544.59	\$740.79	\$932.77	\$1,071.19
8-Cubic Yard Bin	\$263.95	\$511.90	\$738.42	\$1,007.40	\$1,244.61	\$1,471.91
2-Cubic Yard Compactor	\$57.50	\$104.06	\$150.65	n/a	n/a	n/a
3-Cubic Yard Compactor	\$86.39	\$149.77	\$211.13	n/a	n/a	n/a
4-Cubic Yard Compactor	\$103.18	\$207.27	\$293.58	n/a	n/a	n/a

Commercial/Multi-Family Food Waste Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$51.77	\$82.09	\$112.41	\$125.47	\$186.71	\$247.93
96-Gallon Cart	\$74.01	\$138.98	\$204.37	\$269.76	\$335.16	\$374.14
1-Cubic Yard Bin	\$108.22	\$218.35	\$329.23	\$403.86	\$496.66	\$589.45
2-Cubic Yard Bin	\$215.69	\$398.54	\$581.48	\$799.84	\$935.51	\$1,202.14

Commercial/Multi-Family Yard Trimmings Collection Rates						
	Frequency					
Service Level	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
64-Gallon Cart	\$51.77	\$82.09	\$112.41	\$125.47	\$186.71	\$247.93
96-Gallon Cart	\$74.01	\$138.98	\$204.37	\$269.76	\$335.16	\$374.14
1-Cubic Yard Bin	\$108.22	\$218.35	\$329.23	\$403.86	\$496.66	\$589.45
2-Cubic Yard Bin	\$215.69	\$398.54	\$581.48	\$799.84	\$935.51	\$1,202.14
3-Cubic Yard Bin	\$323.93	\$578.84	\$827.71	\$1,142.48	\$1,411.16	n/a
4-Cubic Yard Bin	\$395.88	\$794.53	\$1,139.81	\$1,541.01	\$1,835.08	n/a
6-Cubic Yard Bin	\$576.17	\$1,137.16	\$1,633.78	\$2,222.37	\$2,798.31	n/a
8-Cubic Yard Bin	\$791.86	\$1,535.71	\$2,215.25	\$3,022.19	\$3,733.81	n/a

Roll-Off Collection Rates (Per Pull)					
	Material				
Service Level	MSW	REC	FW	YT	C&D
10 YD	\$430.29	\$430.29	\$430.29	\$430.29	\$430.29
20 YD	\$598.27	\$598.27	\$598.27	\$598.27	\$598.27
30 YD	\$766.26	\$766.26	\$766.26	\$766.26	\$766.26
40 YD	\$934.24	\$934.24	\$934.24	\$934.24	\$934.24
Per Ton	\$91.67	\$47.62	\$76.19	\$55.95	\$91.67

Additional Service Rates		
Service	Sector	Charge Per Event
Cart Rental - All Sizes	RES	\$4.96
32 Gallon Cart Rental - Recycle	RES	\$4.96
Cart Replacement	RES	\$99.34
Re-Delivery or Re-Start	RES	\$41.39
Cart Cleaning	RES	\$41.39
Non-Scheduled Collection	RES	\$31.45
Cardboard Sticker	COM	\$13.65
Difficult to Service Cart	COM	\$1.65
Difficult to Service Bin	COM	\$4.96
Locking Bin	COM	\$82.78
Cart Replacement	COM	\$99.34
Cart Cleaning	COM	\$41.39
Bin Swap- Cleaning or Repainting	COM	\$124.18
Bulky - Recyclable	RES/COM	\$33.12
Bulky - Non Recyclable	RES/COM	\$41.39
Bulky - Event	RES/MFD	\$49.67
Covered Box	RO	\$124.18
Driver Time per Hour	RO	\$182.13
Dry Run or Relocation	RO	\$124.18
Extra Days	RO	\$41.39

*Note: All rates charged monthly unless stated otherwise

RESOLUTION NO. 20-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AFFIRMING ACCURACY OF RATES TO BE CHARGED BY GREENWASTE RECOVERY EFFECTIVE JULY 1, 2024 FOR COLLECTION OF FRANCHISED SOLID WASTE, RECYCLING, AND ORGANICS

FINDINGS

1. The City of Pacific Grove (City) entered into a franchise agreement with GreenWaste Recovery, Inc. (GWR) on August 20, 2014 for solid waste, recycling, and organics collection services for the period of August 1, 2015 through July 31, 2030; and,
2. Section 8.3 of the Franchise Agreement describes the process for an adjustment to maximum customer rate, when there is a change in law or a City-directed change in scope and,
3. The application of the formulas required by the Franchise Agreement results in a rate increase of 2.99% for every service level; and,
4. HF&H Consultants has reviewed GWR's calculation of the rate adjustments and finds the calculations to be accurate and consistent with the methodology and requirements of the franchise agreement; and,
5. This action does not constitute a "Project" as that term is defined under the California Environmental Quality Act (CEQA), CEQA Guidelines Section 15378 as it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

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

1. The Council determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.
2. The City Council of the City of Pacific Grove hereby affirms the following rate adjustments are accurate and appropriate to be charged by GWR under the franchise agreement, effective July 1, 2024: 2.99% Index Based Rate Adjustment to all single-family residential, commercial solid waste, recycling, and organics rates; and, all roll-off rates.

3. To the extent that this Resolution results in the imposition of any fees, rates, or charges for services or facilities in connection with the solid waste system providing services within the City's territorial limits, those charges are adopted pursuant to California Health and Safety Code section 5471.
4. This Resolution shall become effective July 1, 2024, following passage and adoption thereof.

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

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN A. PIERIK, City Attorney



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk/DEI Coordinator
MEETING DATE: June 05, 2024
SUBJECT: Pride Month 2023
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Adopt a resolution recognizing June as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

At its May 8, 2023 meeting, the Diversity Equity and Inclusion Task Force recommended a resolution be forwarded to the City Council for adoption at its May 17, 2023 meeting. Due to time constraints, the item could not be forwarded to the Council until its June 5, 2024 meeting.

Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) individuals have made important and lasting cultural, civic, and economic contributions to our country, state, and the City of Pacific Grove. However, individuals of the LGBTQ+ community continue to live in fear and struggle to experience equality, justice and the opportunity to prosper. The month of June marks the anniversary of the Stonewall Riots that gave birth to the modern LGBTQ+ civil rights movements in the United States of America and many cities across the United States recognize and celebrate the month of June as LGBTQ+ Pride Month.

This Resolution recognizes the month of June as LGBTQ+ Pride Month and declares that the City Council:

- Confirms the month of June as LGBTQ+ Pride Month in the City of Pacific Grove;
- Invites all residents in celebrating the culture, accomplishments, and contributions of the LGBTQ+ community; and
- Encourages all residents to work to help advance the cause of equality for LGBTQ+ individuals and their families.

OPTIONS

Provide alternative direction.

FINANCIAL IMPACT:

There is no fiscal impact related to the adoption of this resolution.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Proposed Reso

RESOLUTION NO. 24-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE, CALIFORNIA, IN SUPPORT OF LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER (LGBTQ+) PRIDE MONTH

Findings

WHEREAS, the City of Pacific Grove (City) is committed to ensuring that its residents prosper and enjoy a sense of safety as they live, work, and play in Pacific Grove; and

WHEREAS, that commitment extends to all residents regardless of race, color, national origin religion, age disability, sexual orientation, gender identity, or transgender status; and

WHEREAS, on April 7, 2021 the City Council adopted Ordinance 21-007 creating a Task Force on Diversity, Equity, and Inclusion; and

WHEREAS, we celebrate the progress we have made in creating a community more inclusive and accepting of the Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) community while recognizing that LGBTQ+ individuals continue to suffer discrimination, hostility and exclusion at almost every level of society, including in areas of housing, employment, healthcare, family law, immigration, religious, and marriage equality; and

WHEREAS, each day, more lesbian, gay, bisexual, transgender and queer people are elected to public offices across the country, serve in the United States Armed Forces, occupy the highest positions in business and other professions, participate in religious and spiritual communities, and serve as role models for all; and

WHEREAS, Lesbian, Gay, Bisexual, Transgender and Queer youth are four times more likely to attempt suicide than other youth, and LGBTQ+ youth raised in households that reject them are nearly nine times more likely to attempt suicide than those raised in accepting households, and while seven percent of youth identify as LGBTQ+, they make up forty percent of homeless youth; and

WHEREAS, to achieve a just and fair society, we must not only respect one another, but also appreciate our differences, recognize the common good in all of us, and celebrate diversity as one of our greatest strengths; and

WHEREAS, all people deserve to live with dignity and respect, free from fear and violence, and protected against discrimination, regardless of their gender identity or sexual orientation and we understand the unique challenges faced by sexual and gender minorities, especially transgender and gender non-conforming individuals and are taking steps to address them;

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

1. The Council determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.
2. The City of Pacific Grove, on behalf of all residents thereof, proclaim June as “Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month” in the City of Pacific Grove and all residents are called upon to eliminate prejudice everywhere it exists, and to celebrate the great diversity of our City.
3. The City of Pacific Grove, on behalf of all residents thereof, proclaims support for efforts, including the Monterey County Peninsula Pride Celebration and Parade, which increase awareness, acceptance, and inclusion of Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) individuals.
4. The City of Pacific Grove declares the Rainbow Flag, a symbol of pride for the Lesbian, Gay, Bisexual, Transgender, Queer community and LGBTQ+ social movements will be flown at City Hall and other City facilities for the month of June in Pacific Grove.
4. The City of Pacific Grove will continue to develop policy through a comprehensive equity lens to ensure the social, economic, and physical well- being of the Pacific Grove community regardless of sexual orientation, gender identity, or transgender status.

This Resolution shall take effect immediately following its passage and adoption by the City Council.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 17th day of May, 2023, by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:
DATED: _____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN A. PIERIK, City Attorney



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Jazelle Johnson, Accountant
MEETING DATE: June 05, 2024
SUBJECT: Approve a Resolution to Designate the City's Agent for Federal Emergency Management Agency (FEMA) Grants.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Approve a Resolution to Designate the City's Agent for Federal Emergency Management Agency (FEMA) Grants.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

On February 7th, the Federal Emergency Management Agency (FEMA) announced that it would begin reimbursing specific costs related to the February 2024 Winter Storms. On May 8th, 2024, staff completed the first step in applying for funding, which includes submitting a Request for Public Assistance to FEMA. The Administrative Services Department has also developed internal tracking or project accounting codes to account for staff time and materials expended on February Winter Storms protective measures. The costs attributed to the February 2024 storms are estimated to be approximately \$70,000.

As part of the application process, the California Office of Emergency Services and FEMA require the City to designate authorized City agents to execute grant documents on behalf of the City. Approval of the attached Resolution will designate the appropriate staff to authorize grant reimbursements and sign related documentation.

OPTIONS

- Provide alternate direction

FINANCIAL IMPACT:

At this time, the fiscal impact is uncertain. The City is tracking costs associated with the Winter Storms. In addition, FEMA has indicated that they would provide entities with further clarification on reimbursable costs as part of the application process.

This action provides the City with the foundation to begin requesting reimbursements once the City's Request for Public Assistance has been approved. In addition, this resolution serves as support for future FEMA grant funding or reimbursement opportunities for up to three years from the date of approval.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

FEMA Resolution

RESOLUTION NO. 24-xxx

RESOLUTION OF THE CITY OF PACIFIC GROVE DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

FINDINGS

1. The City of Pacific Grove (City) submitted a Request for Public Assistance to the Department of Homeland Security, Federal Emergency Management Agency (FEMA) on May 8th, 2024, in response to Winter Storms; and
2. The City is required to complete a Designation of Applicant's Agent Resolution for Non-State Agencies (Cal OES 130) to be eligible to receive funding; and
3. The required components of the State of California Governor's Office of Emergency Services, Cal OES 130, have been included herein this resolution; and
4. The City Council finds the introduction and adoption of this resolution is not subject to the California Environment Quality Act (CEQA) as the activity is not a project as defined in Section 15378 of the CEQA Guidelines.

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

1. THAT the City Manager, OR
(Title of Authorized Agent)

Administrative Services Director, OR
(Title of Authorized Agent)

Finance Manager (Program Manager), OR
(Title of Authorized Agent)

Deputy Director of Finance (Senior Program Manager)
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Pacific Grove, a Public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

2. THAT the City of Pacific Grove, a public entity established under the laws of the State of California, Herby authorizes it agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

3. This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

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

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE
this 5th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN PIEREK, 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: Joe Amelio, Councilmember
MEETING DATE: June 05, 2024
SUBJECT: Monterey-Salinas Transit Meeting Minutes: April 15, 2024
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines
Section 15378

RECOMMENDATION

Receive minutes.

Attachments

MST Minutes

MEETING OF THE MST BOARD OF DIRECTORS

MEETING MINUTES

April 15, 2024

10:00 am (Pacific)

Present:	Mary Ann Carbone, Vice Chair	City of Sand City
	Jeff Baron	City of Carmel-by-the-Sea
	Kim Shirley	City of Del Rey Oaks
	Lorraine Worthy	City of Gonzales
	Ariana Rodriguez	City of Greenfield
	Mike LeBarre	City of King
	Liesbeth Visscher	City of Marina
	Joe Amelio	City of Pacific Grove
	Tony Barrera	City of Salinas
	Dave Pacheco	City of Seaside
	Luis Alejo	County of Monterey
Absent:	Ed Smith	City of Monterey
	Anna Velazquez, Chair	City of Soledad
Counsel:	Michael D. Laredo	De Lay & Laredo
Staff:	Lisa Rheinheimer	Assistant General Manager
	Michael Kohlman	Chief Information Officer
	Kelly Halcon	Director of HR & Risk Management
	Jeanette Alegar-Rocha	Deputy Secretary/Clerk to the Board
	Beronica Carriedo	C/S & Community Relations Supervisor
	Christine Church	Communications Services Supervisor
	Elena Grigorichina	Operations Specialist
	Ezequiel Rebollar	IT System Engineer
	Ikuyo Yoneda-Lopez	Marketing & Communications Manager
	Jaime Molina	Communications Specialist
	Marzette Henderson	Transportation Manager
	Matthew Deal	Grants Analyst
	Natalie Flores	Assistant Planner
	Paul Lopez	Facilities Manager
	Scott Taylor	IT Manager
	Sonjé Dayries	Compliance Analyst
	Steven Bruno	Purchasing Agent

Vince Dang
Abner Tobias
Dennis Lucey
Christopher Renzullo
Juvenal Solorio Guzman

Project Management Coordinator
MST Coach Operator
MST Navigator Volunteer
MST Navigator Volunteer
MST Navigator Volunteer

Public:

Bryan Rosen
Lorna Moffett
Jasmine Megia Cortez
Javier Gomez
Linda Gonzales
Marissa Garcia
Todd Muck

Member of the Public
Member of the Public
Monterey County Board of Supervisors
Monterey County Board of Supervisors
Monterey County Board of Supervisors
City of Monterey
Transportation Agency for Monterey
County

1. CALL TO ORDER

1-1. Roll Call. (Jeanette Alegar-Rocha)

1-2. Pledge of Allegiance.

Vice-Chair Carbone called the meeting to order at 10:04 a.m. Roll call was taken and a quorum was established. Director Amelio led the pledge of allegiance.

1-3. Review Highlights of the agenda. (Lisa Rheinheimer)

Lisa Rheinheimer, Assistant General Manager, reviewed the highlights of the Agenda.

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Bryan Rosen commented on the discontinuation of certain bus routes to Carmel Valley and Big Sur, utilization of existing rail alignment, and establishing an electric bicycle program similar to the City of Santa Barbara in order to reduce emissions.

Lorna Moffett commented that mass transit is the only green solution and asked the Board to support usable mass transit projects.

Dennis Lucey commented that he took the new Line 59 from Salinas to Gilroy with a connection through Caltrain to San Francisco and would like to see the Line 59 service on the weekend.

3. CONSENT AGENDA

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

- 3-1. Adopt Resolution 2024-18 Recognizing Noe Figueroa, Mechanic A as Employee of the Month for April 2024. (Frank Marcos) (Page 7)
- 3-2. Approve Minutes of the MST Board Meeting on March 11, 2024. (Jeanette Alegar-Rocha) (Page 9)
- 3-3. Receive Minutes of the MST Board Administrative Committee Meeting on March 11, 2024. (Jeanette Alegar-Rocha) (Page 17)
- 3-4. Receive Report on Lost and Found Items Left on MST Property for the Month of November 2023. (Beronica Carriedo) (Page 21)
- 3-5. Financial Report for February 2024. (Lori Lee) (Page 23)
 - a) Accept Report of February 2024 Cash Flow,
 - b) Approve February 2024 Disbursements, and
 - c) Accept Report of February 2024 Treasury Transactions.
- 3-6. Adopt Resolution 2024-19 Recognizing MST Navigator Volunteers in Honor of National Volunteers Week. (Kelly Soriano/Carl Sedoryk) (Page 33)
- 3-7. Adopt Resolution 2024-20 Authorizing the Certifications and Assurances, Authorized Agent Forms, and Execution of the Low Carbon Transit Operations Projects (LCTOP) for FY 2023/24. (Matthew Deal) (Page 35)
- 3-8. Authorize the General Manager/CEO to Execute a Five-Year Lease Renewal for Office Space Known as the Bus Stop Shop at 201 Pearl Street, Monterey, Opposite the Monterey-Transit Plaza (Simoneau Plaza), at an Average Cost of \$63,073 Per Year, and a Total Cost Not to Exceed \$315,363 Over the Five-Year Lease Term. (Steven Bruno) (Page 39)
- 3-9. Authorize the General Manager/CEO to Enter into a Three-Year Contract with Brown Armstrong Accountancy Corporation for Financial Audit Services, with the Option to Extend for Two (2) Individual One (1) Year Terms, for a Total Contract Amount Not to Exceed \$274,200 or \$54,840/Year. (Steven Bruno) (Page 41)
- 3-10. Reject Claim by the Claimant Maria Barona Garcia, ICO Setareh Law, APLC. (Lisa Cox) (Page 43)
- 3-11. Reject Claim by the Claimant Ruben Ramos. (Lisa Cox) (Page 45)

3-12. Reject Claim by the Claimant Marina Community Partners. (MCP).
(Lisa Cox) (Page 47)

There were no public comments on the Consent Agenda.

On a motion by Director Alejo, seconded by Director LeBarre and carried by the following vote, the Board approved all items on the consent agenda:

AYES:	11	Alejo, Amelio, Baron, Barrera, Carbone, LeBarre, Pacheco, Rodriguez, Shirley, Visscher, and Worthy
NOES:	0	
ABSENT:	2	Smith and Velazquez
ABSTAIN:	0	
RECUSE:	0	

4. PUBLIC HEARINGS

None

5. ACTION ITEMS

5-1. SURF! Busway and Bus Rapid Transit Project. (Lisa Rheinheimer)
(Page 49)

1. Receive Update on the SURF! Busway and Bus Rapid Transit Project,
2. Authorize the General Manager/CEO to Enter into a Contract with Graniterock-Myers to Purchase Build America, Buy America-Compliant Steel Soldier Pile Beams for Retaining Walls in an Amount Not to Exceed \$1,027,024, and
3. Adopt Resolution 2024-21 Committing MST Local General Fund Capital Reserve Funds for Construction Under a Letter of No Prejudice Request to Advance the Project.

Lisa Rheinheimer, Assistant General Manager gave an update on the SURF! Project. Blake Silkwood, PE, Kimley-Horn, a civil engineer for the SURF! Project provided an information as to the current condition of rail tracks. Mr. Blakewood reported that the tracks do not meet Federal Transportation Association (FTA) standards for future rail systems. Mr. Silkwood reported that the tracks are the wrong gauge under current trackage requirements, ties and ballast infrastructure is weathered and undermined from gopher activity. The railroad bridge over the Salinas River needs complete replacement.

Public Comment:

Bryan Rosen stated his concern with the preservation of the existing rails.

Board Comments:

Director LeBarre asked for clarification on rail alignment. Ms. Rheinheimer shared a presentation slide Exhibit 2 showing that nothing will prohibit future rail development within the 100' wide corridor alignment.

Vice Chair Carbone asked why the public was not aware of the alignment.

Director Baron expressed concerns with the timing of the Coastal Commission approval.

On a motion by Director Alejo, seconded by Director Pacheco and carried by the following vote, the Board authorized the General Manager/CEO to enter into a contract with Graniterock-Myers to purchase Build America, Buy America-compliant steel soldier pile beams for retaining walls in an amount not to exceed \$1,027,024, and adopt Resolution 2024-21 committing MST local general fund capital reserve funds for construction under a letter of no prejudice request to advance the project:

AYES:	11	Alejo, Amelio, Baron, Barrera, Carbone, LeBarre, Pacheco, Rodriguez, Shirley, Visscher, and Worthy
NOES:	0	
ABSENT:	2	Smith and Velazquez
ABSTAIN:	0	
RECUSE:	0	

- 5-2. Authorize the Chair to Appoint an Ad Hoc Nominating Committee to Nominate FY 2025 – 26 Board Officers and Staff Appointments and Identify Volunteers for this Committee. (Carl Sedoryk/Anna Velazquez) (Page 59)

There were no public comments.

On a motion by Director Barrera, seconded by Director Pacheco and carried by the following vote, the Board authorized the chair to appoint an Ad Hoc Nominating Committee, established as Shirley, Worthy, and Velazquez to nominate FY2025-26 Board officers and staff appointments:

AYES:	11	Alejo, Amelio, Baron, Barrera, Carbone, LeBarre, Pacheco, Rodriguez, Shirley, Visscher, and Worthy
NOES:	0	
ABSENT:	2	Smith and Velazquez
ABSTAIN:	0	
RECUSE:	0	

- 5-3. Approve the Amendment to the Employee-Employer Relations Policy.
(Kelly Halcon) (Page 63)

There were no public comments.

On a motion by Director Amelio, seconded by Director Pacheco and carried by the following vote, the Board approved the amendment to the Employee Employer Relations Policy:

AYES:	11	Alejo, Amelio, Baron, Barrera, Carbone, LeBarre, Pacheco, Rodriguez, Shirley, Visscher, and Worthy
NOES:	0	
ABSENT:	2	Smith and Velazquez
ABSTAIN:	0	
RECUSE:	0	

6. RECOGNITIONS AND SPECIAL PRESENTATIONS

- 6-1. April 2024 Employee of the Month – Noe Figueroa (Marzette Henderson)

The MST Board recognized Noe Figueroa, Mechanic A, as the April 2024 Employee of the Month for his outstanding contribution to MST and the entire community.

- 6-2. 35-Year Service Anniversary – Renaldo Hernandez, Coach Operator
(Marzette Henderson)

The MST Board recognized Renaldo Hernandez, Coach Operator, for his 35-year Service Anniversary and for his outstanding contribution to MST and the entire community.

- 6-3. 25-Year Service Anniversary – Abner Tobias, Coach Operator (Marzette Henderson)

The MST Board recognized Abner Tobias Coach Operator, for his 25-year Service Anniversary and for his outstanding contribution to MST and the entire community.

- 6-4. MST Navigator Volunteers Recognition (Kelly Soriano)

The MST Board recognized staff for MST Navigator Volunteers for their dedication and outstanding contribution to MST and the entire community.

- 6-5. Receive Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting. (Lisa Rheinheimer)

The MST Board recognized staff for receiving the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting.

7. REPORTS & INFORMATION ITEMS

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

7-1. General Manager/CEO Monthly Report – February 2024 (Page 81)

7-2. Federal Legislative Advocacy Report (Page 83)

7-3. State Legislative Advocacy Update (Page 85)

7-4. Staff Trip Reports – None

7-5. Correspondence – None

8. BOARD REPORTS, COMMENTS, AND REFERRALS

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

8-2. Board Member Comments and Announcements.

Director Barrera asked staff to follow-up with member of the public, Lorna Moffett, statement that she has been trying to reach the MST City of Monterey representative.

8-3. Board Member Referrals for Future Agendas.

9. ATTACHMENTS

9-1. The Detailed Monthly Performance Statistics and Disbursement Journal for February 2024 can be viewed online within the GM Report at <http://mst.org/about-mst/board-of-directors/board-meetings/>

10. CLOSED SESSION

Members of the public may address the Board on any matter related to Closed Session. There is a time limit of not more than three minutes for each speaker. The Board will not take action or respond immediately to any public comments presented but may choose to follow-up at a later time individually, through staff, or on a subsequent agenda. (Please refer to page 1 of the agenda for instructions)

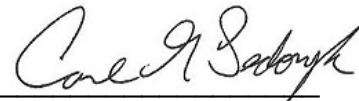
10-1. Conference with Labor Negotiators, Gov. Code § 54957.6: MSTEA and MST. (Kelly Halcon) (No Enclosure)

Michael Laredo, MST General Counsel, reported that the Board met and discussed closed session item 10-1. The Board provided general direction but no reportable action was taken.

As permitted by Government Code §64956 et seq. of the State of California, the Board of Directors may adjourn to Closed Session to consider specific matters dealing with personnel and/or pending possible litigation and/or conferring with the Board's Meyers-Miliias-Brown Act representative.

ADJOURN

With no further business to discuss, Vice Chair Carbone adjourned the meeting at 11:33 a.m. (Pacific).

Prepared by:  Reviewed by: 
Jeanette Alegar-Rocha
Deputy Secretary/Clerk to the Board
Carl G. Sedoryk
General Manager/C



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Alyssa Kroeger, Housing Program Manager
MEETING DATE: June 05, 2024
SUBJECT: Housing Element Monthly Status Update
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

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

DISCUSSION

On December 20, 2023, City Council approved the first amendment to the contract with Rincon Consultants, initiating the preparation of the Housing Element Update (HEU), along with related General Plan Amendments, Zoning Amendments, and Environmental Impact Report (EIR). Subsequently, City Staff and Rincon Consultants continued/commenced work and provided the [fourth monthly progress report update](#) to Council on May 1, 2024. Since then, the following tasks have been undertaken:

- **April 25, 2024:** Housing Element Team coordination meeting to discuss potential alternative sites and rezoning/upzoning. Topics included the feasibility and capacity of identified sites, strategies for informing property owners, outreach plans for CDD's participation in the Good Old Days event in May, and ongoing coordination to prepare for the Planning Commission meeting on June 13, 2024, and the subsequent City Council meeting.
- **April 26, 2024:** Staff hyperlinked the fourth monthly HEU progress report to the Housing Element webpage under the "Monthly City Council Progress Reports" drop-down.
- **May 2, 2024:** Staff completed preparations for the Good Old Days outreach event, including materials for the Safety and Climate Change outreach activity related to the Program EIR and Focused General Plan associated with the HEU.
- **May 3, 2024:** Housing Element Team meeting to review WRT's initial assessment of the Objective Development Design Standards (ODDS) recommendations. This work will inform the proposed Zoning Ordinance amendments to support the HEU.
- **May 4-5, 2024:** CDD Staff staffed the booth at the Good Old Days event on both Saturday and Sunday.
- **May 6, 2024:** Housing Element Team meeting to discuss the HEU, Program EIR, and Focused General Plan work.
- **May 13, 2024:** Internal Housing Element meeting with CDD Staff and Rincon to review the proposed changes to the rezone areas to accommodate alternatives to the three unclassified sites

and prepare rezone letters to property owners of sites within the rezone areas.

- **May 15, 2024:** Staff finalized both the HEU rezone letters to property owners and the new HEU informational FAQ sheet and updated the HE webpage with the new HEU FAQ sheet and a new table of upcoming meetings and events.
- **May 16, 2024:** Staff review of Rincon's invoice for work completed in April. Contract management.
- **May 17, 2024:** Staff received conflict radius maps of the new sites and rezone areas for Planning Commission and City Council members. These will inform the City Attorney determination of any necessary recusals. Letters were mailed to owners of 552 sites that are proposed for rezoning to address alternative capacity needs. The HEU Informational FAQ was posted in five physical locations at City Hall. The City Manager's Report was published and included an update on the HEU FAQ and the new upcoming meetings and events table.
- **May 20, 2024:** Internal Housing Element meeting with CDD Staff to check in on project management and review the status of various tasks across the scope of the full Housing Element Team membership. The 5/17 City Manager's Report was posted to the HE webpage under the "Outreach" drop-down. CDD Staff began fielding incoming inquiries from recipients of the mailed HEU rezone letters.
- **May 21-22, 2024:** The HEU FAQ was physically posted at the Public Library.
- **May 23, 2024:** Housing Element Team meeting to review public meeting content and strategize the format for the June 13th PC meeting given the potential conflicts of interest when discussing the new sites inventory.

Housing Element Team includes City Planning, Housing, and City Manager staff, City legal representation, and Rincon/subconsultant staff.

Staff will provide a monthly status update to the Council throughout the process, leading to an adopted and certified Housing Element. For more information, please visit the Housing Element Webpage: www.cityofpacificgrove.org/HousingElement

OPTIONS

N/A - This is information only.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

FOCUSED PRIORITY AREA: Affordable Housing



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: George Fuerst, Environmental Program Manager
MEETING DATE: June 05, 2024
SUBJECT: Monterey Regional Waste Management District MOU
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Authorize a Memorandum of Understanding (MOU) between Monterey Regional Waste Management District and the City regarding assistance with California Senate Bill 1383 compliance.

DISCUSSION

The Monterey Regional Waste Management District's (District) seven (7) partner agencies who utilize GreenWaste Recovery (GWR), the County of Monterey and the City of Monterey have been working together since 2020 to implement Senate Bill 1383 "Short-Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions".

This coordination is facilitated by the District's Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three haulers in the District's service area, and MRWMD. The Member Agencies determined that the District has the expertise and resources necessary to implement shared activities on the Member Agencies' behalf and requested that the District incur costs to provide these activities. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities under a Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and its Member Agencies Regarding Assistance with Compliance with California Senate Bill 1383.

In October 2021, again in June 2022, and again in August 2023, City Council approved an MOU which provides the framework for how this group will move forward regarding workload division and cost allocation. The District took the lead on many of the actions needed to implement SB 1383 in coordination with the District's TAC.

The approved MOU currently contains Exhibits A, B, C, & D detailing annual implementation costs for each fiscal year. Exhibits A & B have been amended for FY 24/25, Exhibits C & D are unchanged.

- Exhibit A - Detailed Activities and Costs: Contains the scope of work, and associated costs related to general SB 1383 activities (enacted June 2021, updated annually).
- Exhibit B - Member Agencies' Annual Proportionate Shares and Costs: Allocation of such costs to the Member Agencies (enacted June 2021, updated annually).
- Exhibit C - Member Agencies' Estimated Allocation of CalRecycle Local Assistance Grant

Program Funding: Details proposed programs funded by the CalRecycle Local Assistance Grant Program (enacted February 2022, to be updated if future funding becomes available).

- Exhibit D – Member Agencies’ Estimated Procurement Requirements of Organic Material:
Exhibit D details the organic materials (compost or mulch) procurement requirements and costs for each Member Agency (enacted June 2022, to be updated in 2026).

Authorization of this MOU will update the above exhibits A and B to reflect costs for the FY24/25 fiscal year. The MOU contains no other substantial changes from the version approved by this body in October 2021, June 2022, and August 2023.

OPTIONS

Do not approve MOU. Note: Failure to approve the MOU will result in an accumulation of fees to the City of Pacific Grove from the Monterey Regional Waste Management District, as well as the potential for non-compliance with SB1383.

FINANCIAL IMPACT:

The total FY24/25 costs incurred by the City as a result of this MOU are \$42,357, funded by fees collected by the City as part of the approved GreenWaste Hauler Franchise agreement.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

MRWMD MOU FY24/25

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND ITS MEMBER AGENCIES REGARDING ASSISTANCE WITH COMPLIANCE WITH CALIFORNIA SENATE BILL 1383

This Memorandum of Understanding (“MOU”) is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (“District”, “MRWMD”), a California Garbage and Refuse Disposal District, and its member agencies including the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, MONTEREY, PACIFIC GROVE, SAND CITY, and SEASIDE; THE PEBBLE BEACH COMMUNITY SERVICES DISTRICT; and THE COUNTY OF MONTEREY (“Member Agencies”). Collectively these entities shall be known herein as “Parties” or individually as a “Party.”

Recitals

- A. The State of California has passed legislation, known as Senate Bill 1383, California’s Short-Lived Climate Pollutants regulation. The regulation will have significant impact on each Member Agency, with the goal of reducing organic material being landfilled by 75% by 2025, compared to a 2014 basis. The legislation mandates that Member Agencies undertake certain activities around the handling of organic waste materials collected within their jurisdictions. The regulation also requires 20% recovery of edible food by 2025 to direct it to a beneficial use and thus prevent it from entering the waste stream. Regulations take effect, and local program implementation will begin, on January 1, 2022.
- B. The Member Agencies have determined that it is in their best interest to coordinate their activities related to this legislation. This coordination is being facilitated by the District’s Technical Advisory Committee (TAC) comprised of staff from each Member Agency, the three Haulers in the District service area (Haulers), Salinas Valley Recycles (SVR) and MRWMD.
- C. The Member Agencies have further determined that the District has the expertise and resources necessary to implement some of these activities on the Member Agencies’ behalf and have now requested that the District incur costs to provide these activities.
- D. The Member Agencies have agreed to reimburse the District for proportionate shares of certain designated annual costs incurred by the District for these activities.
- E. The form and content of this MOU have been presented to the TAC, and the TAC has recommended it for approval by the Parties

NOW THEREFORE, in consideration of the mutual benefits to be derived by the District and the Member Agencies, and of the promises contained in this MOU, the Parties agree as

follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Member Agencies to reimburse the District for SB 1383 related activities it performs on behalf of the Member Agencies.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of facilitating the implementation of SB 1383.

Section 4. Term: This MOU shall become effective on the last day of its execution by a Party and shall remain in effect until terminated by the Parties.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Member Agencies is set out in Exhibit B, entitled Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein. Exhibit C outlines estimated individual Member Agencies' allocations related to the Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program (OWR1: 2021-22), attached hereto and incorporated herein. Exhibit D defines the estimated annual procurement requirements of organic material and estimated cost per ton of compost for each Member Agency, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC shall meet to consider and, if deemed necessary, modify Exhibits A, B, C, and/or D subject to direction from the governing bodies of each Member Agency to its TAC representative.

Section 6. The District Agrees:

(a) District staff will manage activities as identified in Exhibit A, C, and D which activities include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC, District will invoice Member Agencies for each Member Agency's proportionate share of costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Member Agency's share of costs.

(c) Upon award of CalRecycle SB 1383 Local Assistance Grant Program funds, the District will invoice Member Agencies for their full allocation of grant funds as shown in Exhibit C. Four times during the grant term, aligned with dates identified by CalRecycle grant Terms & Conditions, the District shall report to Member Agencies a summary of actual grant expenditures and progress toward grant tasks to date.

(d) District will maintain an accounting of activities and expenses and provide reconciliation of payments annually. Material differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

(e) In year one only, in recognition of expected continuation of improved recycling revenues for the District from recyclable material sales, the District will off-set \$140,000 of the costs identified in Exhibit A. This off-set is reflected in the cost allocations set out in Exhibit B for FY 2021-22.

Section 7. The Member Agencies Agree:

(a) To reimburse the District for all expenses incurred by the District under this MOU in accordance with each Member Agency's proportionate share as shown on Exhibit B, C, and D.

(b) To make a full-faith effort to cooperate with one another and with the District to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Termination. Any Party may terminate its participation in this MOU upon giving written notice to the District no later than April 1 of any calendar year during the term of this MOU. Within ten days following a Party's termination date, such party shall pay District all charges then due and payable and shall pay when determined any additional charges that shall later come due under the MOU, subject to the limits set out in Exhibits A, B, C, and D.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party and the District; provided however, no Party may assign its respective rights or obligations under this MOU without the prior written consent of the District.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the District or any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant.

Waiver by the District or any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the District and the Parties and must be rectified by amending this MOU.

IN WITNESS WHEREOF, the District and the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF CARMEL-BY-THE-SEA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF DEL REY OAKS

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MARINA

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF PACIFIC GROVE

By: _____

DATE: _____

APPROVED AS TO FORM:

SAND CITY

By: _____

DATE: _____

APPROVED AS TO FORM:

CITY OF SEASIDE

By: _____

DATE: _____

APPROVED AS TO FORM:

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____

DATE: _____

APPROVED AS TO FORM:

COUNTY OF MONTEREY

By: _____

DATE: _____

APPROVED AS TO FORM:

EXHIBIT A

DETAILED ACTIVITIES & COSTS FY 2024-2025

Scope of Work

The activities related to the implementation of SB 1383 may include contracting and policy development; public education; materials purchasing and distribution; reporting; contamination monitoring; edible food waste recovery; enforcement; procurement; organics processing; rate setting; cost monitoring; and any other related activities the Parties choose to address.

The District will take the lead producing public education campaigns in concert with the already-provided Hauler and/or Member Agency resources. The Member Agencies will be responsible for production and mailing fees associated with outreach. The District will also contract with a vendor to administer contamination monitoring in the form of curbside lid flipping. The District will also provide CalRecycle reporting services to the Member Agencies. In addition, funds will be allocated to food recovery organizations for procurement of refrigerated holding facilities or transport vehicles to support edible food recovery efforts.

Costs

SB 1383 Fee Category	Detail	FY 24/25 Cost	Notes
HF&H General Support & TAC meetings	Task #5 (general support) & task #6 (monthly TAC meetings) of HF&H FY 2025 proposal	\$ 20,500	
Edible Food Recovery Capacity Building	\$40,000 for grant allocations. \$10,000 for grant administration.	\$ 50,000	Grants offered jointly by ReGen & SVR. SVR allocating \$60k. ReGen allocating \$50k (inclusive of \$10k for grant admin) as County is omitted from this line item.
Edible Food Recovery Program Administration	Assessment Updates - Living Document Generation Estimate Update-Using ReGen WCS FRO Capacity Survey - Annual Update Conference Presentations (CRRA) and Other Support TBD EFR E&O - Cycle 2 - Tier 1&2 Follow-up target groups TBD Organics Collections E&O - Target Groups TBD School Food Waste Reductions - Targeted Groups TBD Total split 50/50 with Salinas Valley Recycles	\$ 25,000	ReGen member agency portion only. Split 50/50 with SVR. Omits County of Monterey.
Edible Food Generator Inspections for Tier 1 & 2		\$ 4,000	Omits County of Monterey.
Public Education	Design/creation of public education materials. Does not include production or distribution of materials created.	\$ 20,000	
Contamination Monitoring (Lid Flipping)		\$ 15,000	Omits County of Monterey due to WM Smart Truck.
Recyclist Fees	Cloud-based recordkeeping and reporting system shared by haulers, jurisdictions and processor.	\$ 12,912	Omits County & City of Monterey, who subscribe separately.
ReGen Monterey Staff Time	Coordination and Hosting of Monthly TAC Meetings Hosting and/or participating in TAC Subcommittees SB 1383 Program Coordination and Development of Pub Edu CalRecycle Reporting Outreach at Community Events School Outreach & Compliance Coordination with Sustainability Groups	\$ 50,000	
Total		\$ 197,412	

EXHIBIT A

DETAILED ACTIVITIES & COSTS FY 2024-2025 (CONTINUED)

HF&H Franchise Management Fees

Task #	Detail	FY 2025
1	Review Contractor's Quarterly Reports	\$ 12,500.00
2	Review Contractor's Annual Report	\$ 2,500
3	Review Franchise Fee Payments	\$ 2,500
4	Review Contractor's Annual Rate Adjustments	\$ 50,000
7	Develop New Reporting Templates	\$ 8,000
8	Monitor Contract Compliance	\$ 24,000
	Total	\$ 99,500

These fees are charged to ReGen Monterey by HF&H and are to be billed to the GreenWaste Recovery member jurisdictions only (omitting the City and County of Monterey).

EXHIBIT B**MEMBER AGENCIES' ANNUAL PROPORTIONATE SHARES & COSTS***
FY 2024-2025

	Population			
	#	%	Per Agency Cost/Year	With Minimums
Carmel	3,830	2.4%	\$ 11,018	\$ 11,225
DRO	1,525	1.0%	\$ 4,387	\$ 9,000
Marina	21,981	13.7%	\$ 63,233	\$ 59,982
PG	15,522	9.7%	\$ 44,653	\$ 42,357
PBCSD	4,531	2.8%	\$ 13,034	\$ 12,821
Sand City	310	0.2%	\$ 892	\$ 9,000
Seaside	33,956	21.2%	\$ 97,682	\$ 92,660
Monterey City	28,352	17.7%	\$ 47,013	\$ 44,867
County	50,128	31.3%	\$ 15,000	\$ 15,000
TOTAL	160,135		\$ 296,912	\$ 296,912

*Member Agencies' proportionate costs subject to adjustment annually in accordance with any change in scope and total costs. Costs "with minimums" will be utilized.

EXHIBIT C

MEMBER AGENCIES' ESTIMATED ALLOCATION OF CALRECYCLE LOCAL ASSISTANCE GRANT PROGRAM FUNDING (OWR1: 2021-22)**

The Member Agencies of Carmel, Del Rey Oaks, Marina, Monterey, Sand City, Seaside, Pacific Grove, and the Pebble Beach Community Services District (PBCSD) join the Local Assistance Grant Program as a regional collaborative project for the implementation of regulation requirements associated with SB 1383, in coordination with other jurisdictions of the Monterey County region to maximize project impact and cost-effectiveness across the countywide area. This regional grant-funded project will be coordinated through the two local waste management governmental agencies within Monterey County, Monterey Regional Waste Management (MRWMD), and Salinas Valley Solid Waste Authority (SVSWA).

The Member Agencies, along with each of the MRWMD and SVSWA member agencies are applying individually to this grant program using a unified regional project design, budget and implementation approach. All participating jurisdictions' individual grant funding will be pooled together and expended in a cooperative manner by their agencies' respective waste districts, MRWMD and SVSWA. The County of Monterey is applying separately and will manage its budget and project implementation independently, in coordination with broader regional planning efforts.

Based on current regional needs and findings to date related to SB 1383 in Monterey County, the following four major components will comprise the principal focus areas of program expenditures under the proposed regional project approach:

- 1) Grant Management, Tracking & Reporting
- 2) Agency Procurement Support
- 3) Edible Food Recovery Implementation and Capacity Building
- 4) Organics & Edible Food Recovery Education, Outreach and Technical Assistance

Each element will be informed by regional coordination through the established MRWMD and SVSWA Technical Advisory Committee forums, Capacity Planning Assessments and related studies completed or in process throughout the region, and new data and information obtained through program implementation trials, stakeholder feedback and best practices as identified. All expenditures will be incurred jointly, facilitated through each respective waste agency, and tracked and reported by each jurisdiction, based on the percentage of grant funds received by each agency compared to the full funding received collectively by all participating member agencies. CalRecycle, based on per capita calculations, using the Department of Finance's January 2021 population statistics, estimates jurisdictions' proportionate grant allocations. A summary of individual and collective agency grant allocations is presented below as **Table 1**.

Table 1. Thirteen Agency Collaborative Approach Budget Summary

Agencies	Estimated Funding	% of District Subtotal	% of Region Total	Waste District
Carmel-by-the-Sea	\$20,000	9%	4%	MRWMD
Del Rey Oaks	\$20,000	9%	4%	MRWMD
Marina	\$29,771	14%	6%	MRWMD
Monterey	\$38,247	18%	7%	MRWMD
Pacific Grove	\$21,398	10%	4%	MRWMD
Sand City	\$20,000	9%	4%	MRWMD
Seaside	\$43,151	20%	8%	MRWMD
Pebble Beach Community Services District	\$20,000	9%	4%	MRWMD
Subtotal (MRWMD):	\$212,566	100%	41%	
Gonzales	\$20,000	6%	4%	SVSWA
Greenfield	\$25,157	8%	5%	SVSWA
King City	\$20,665	7%	4%	SVSWA
Salinas	\$211,143	68%	40%	SVSWA
Soledad	\$33,095	11%	6%	SVSWA
Subtotal (SVSWA):	\$310,060	100%	59%	
TOTAL (13 Agency Regional Approach):	\$522,626		100%	

** Working in coordination with the designated CalRecycle grant manager or other agency representatives as appropriate, the region may adjust these proposed expenditure areas, amounts, or priorities, consistent with grant expenditure eligibility requirements, as needed during the course of the grant term based on the needs of the region.

EXHIBIT D
MEMBER AGENCIES' ESTIMATED PROCURMENT REQUIRMENTS
OF ORGANIC MATERIAL

The list below indicates the annual recovered organic waste product procurement targets for each jurisdiction (city, county, or city and county) that will be in effect from January 1, 2022, through December 31, 2026 per CalRecycle.

Member Jurisdiction	Population (1/1/21 estimate)	% of Population	Annual Procurement Target (Tons of Organic Waste)	Tons of Compost (.58)	Cost /Ton Compost	Cost of Compost
Carmel-by-the-Sea	4,023	1%	322	187	\$ 28.00	\$ 5,229.28
Del Rey Oaks	1,670	0%	134	78	\$ 28.00	\$ 2,176.16
Marina	21,920	7%	1,754	1,017	\$ 28.00	\$ 28,484.96
Monterey	28,382	8%	2,271	1,317	\$ 28.00	\$ 36,881.04
Pacific Grove	15,536	5%	1,243	721	\$ 28.00	\$ 20,186.32
Sand City	385	0%	31	18	\$ 28.00	\$ 503.44
Seaside	32,121	10%	2,570	1,491	\$ 28.00	\$ 41,736.80
Pebble Beach CSD	4531	1%	362	210	\$ 28.00	\$ 5,878.88
Unincorporated County*						\$ -
Total MRWMD	108,568	32%	8,687	5,038		\$ 141,076.88

*Unincorporated County not participating in procurement portion of MOU

All product quoted as unbagged F.O.B MRWMD site.

Transportation costs are not included.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Mohammed Khasimi, Chief Information Officer
MEETING DATE: June 05, 2024
SUBJECT: Contract Amendment with Alvarez Technology Group for Information Technology Services
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Approve Amendment No. 3 to Alvarez Technology Group Contract 2023-24 in the amount of \$3,000 for a total not to exceed amount of \$142,900.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

The City contracts with Alvarez Technology Group on an annual basis, which includes on-site and after-hours support services. The term of the annual contract coincides with the City's fiscal year.

Due to staffing shortages for a year now, staff have used Alvarez's services for half-time on-site IT support assistance. The service has been discontinued since April 6th, 2024 in hopes of filling the vacancy for the IT Support Specialist position. However, the recruitment process took longer than expected, and in the meantime, the City incurred an overage in expenditure for Alvarez services by \$2,005. Therefore, staff is requesting an additional \$3,000 increase in the amount to account for the overage.

OPTIONS

Approve the amendment to the contract or provide an alternate direction.

FINANCIAL IMPACT:

There is no fiscal impact associated with this action. The funds to support the contract amendment will be compensated from staff vacancies in Fiscal Year 23/24 in the Information Technology Budget.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Alvarez Contract - 2023-24 - Amendment 2 - signed

AMENDMENT # 2
AGREEMENT FOR PROFESSIONAL SERVICES WITH Alvarez Technology Group Inc.

WHEREAS, the City of Pacific Grove ("City") and Alvarez Technology Group Inc. ("Contractor") entered into a Professional Services Agreement ("Agreement") dated July 1, 2023 through June 30, 2024; and

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

A. The Agreement is amended as follows:

- The Alvarez Technology Group Inc. contract will increase from \$99,900 to \$139,900 for the period through June 30, 2024 (Fiscal Year 23/24), to allow for on-site IT support services to assist with position vacancy.

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

Dated: Feb 28, 2024


Luis Alvarez (Feb 28, 2024 10:25 PST)
Luis M. Alvarez, President & CEO, Alvarez
Technology Group, Inc.

Dated: Feb 28, 2024


Tori Hannah, Administrative Services Director /
City Manager Pro Tempore

Dated: Mar 5, 2024

Brian Pierik
Brian Pierik (Mar 5, 2024 14:42 PST)
Brian Pierik, City Attorney

Dated: Mar 5, 2024

Bill Peake
Bill Peake (Mar 5, 2024 15:03 PST)
Bill Peake, Mayor

AMENDMENT # 1
AGREEMENT FOR PROFESSIONAL SERVICES WITH Alvarez Technology Group Inc.

WHEREAS, the City of Pacific Grove ("City") and Alvarez Technology Group Inc. ("Contractor") entered into a Professional Services Agreement ("Agreement") dated July 1, 2023 through June 30, 2024; and

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

A. The Agreement is amended as follows:

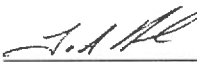
- The Alvarez Technology Group Inc. contract will increase from \$39,900 to \$99,900 for the period through June 30, 2024 (Fiscal Year 23/24), to allow for on-site IT support services to assist with position vacancies.

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

Dated: Oct 19, 2023


Luis Alvarez (Oct 19, 2023 17:54 PDT)
Luis M. Alvarez, President & CEO, Alvarez
Technology Group, Inc.

Dated: Oct 19, 2023


Tori Hannah, Administrative Services Director /
City Manager Pro Tempore

Dated: Oct 20, 2023

Brian Pierik
Brian Pierik (Oct 20, 2023 13:40 PDT)
Brian Pierik, City Attorney

Dated: Oct 20, 2023

Bill Peake
Bill Peake (Oct 20, 2023 13:49 PDT)
Bill Peake, Mayor

CITY OF PACIFIC GROVE PROFESSIONAL SERVICES AGREEMENT

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

1. TERM

This Agreement shall commence on **July 1st, 2023** and shall remain and continue in effect until the tasks described herein are completed, but in no event later than **June 30th, 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.

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 A**, 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 **\$39,900** 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 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 B** attached to and part of this Agreement.

Consultant/Contractor shall procure and maintain Cyber Security and Privacy Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.

Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

Liability arising from the failure to render professional services.

Cyber Technology Errors and Omissions. Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI).

Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

Liability arising from the failure of technology products (software and hardware) required under the contract for Consultant to properly perform the intended services.

Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service.

Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

Liability arising from the rendering, or failure to render, professional services.

Defense costs in regulatory proceedings (state and federal) involving a violation of privacy laws or intellectual property rights.

Crisis management and other expert services.

If coverage is maintained on a claims-made basis, the Consultant shall maintain such coverage for an additional three (3) years following termination of the contract.

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 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.
- c. 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.

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:	City of Pacific Grove
	300 Forest Avenue
	Pacific Grove, CA 93950
	Attention: City Clerk

To CONSULTANT: Alvarez Technology Group, Inc.
209 Pajaro Street, Suite A
Salinas, CA 93901
Attention: President & CEO

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.

CONSULTANT shall provide City fourteen (14) days' notice prior to the departure of **Sean Farah** from CONSULTANT's employ. Should **Sean Farah** 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 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.

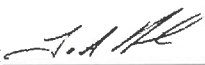
29. SEVERABILITY

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.

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

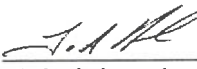
By: 
Department Director

By: 
Luis Alvarez (Jul 24, 2023 15:56 PDT)
Consultant

Date: Jul 24, 2023

Date: Jul 24, 2023

By: 
Ben Harvey (Jul 24, 2023 20:06 PDT)
City Manager or Mayor

By: 
City Administrative Services Department

Date: Jul 24, 2023

Date: Jul 24, 2023

Approved As To Form:

Brian Pierik
Brian Pierik (Jul 24, 2023 19:49 PDT)
City Attorney
Jul 24, 2023
Date

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

EXHIBIT A

SCOPE OF SERVICES & PAYMENT SCHEDULE

EXHIBIT A

SCOPE OF SERVICES

Between Alvarez Technology Group (ATG) and City of Pacific Grove (PG)

- ATG will provide PG with access to IT support resources on as needed basis, as determined by designated PG approvers including:
 - Day to day support
 - Escalation point for advanced troubleshooting
 - After-hours, weekend, and holiday support
 - Special Projects
- PG will pay ATG a monthly fee of \$450 to be available to provide these services and will be recognized as a contract client subject to ATG's Service Level Agreements.
- ATG will bill PG for time spent at a rate of \$165 /hr during regular business hours and \$225 /hr for after hours support. Regular business hours for remote support are Monday through Friday, 6AM – 6PM for remote support and 8AM – 5PM for on-site support excluding published holidays. There is a 30-minute minimum on all after hour calls for service.
- PG will be able to submit support requests to ATG via phone, e-mail to help@alvareztg.com or through the ConnectWise Management Portal.
- ATG will maintain Remote Monitoring and Management tools on end user workstations (excluding the Police Department) to facilitate remote access most efficiently to workstations to provide support. (ConnectWise Automate)
- ATG will not be proactively monitoring any systems at PG, although ATG does offer this service and PG may elect to request ATG to provide those services for an additional fee.
- For tickets opened with ATG, reporting on support requests activities and tickets is available on-demand through an online portal, ConnectWise Manage. The City may elect, for an additional fee, to request that ATG configure the ConnectWise Manage system for ticket and incident management for the use of City IT personnel.
- Approval of any billable time may be requested only by approved personnel.

EXHIBIT B

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;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and

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

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.

Cyber Technology Errors and Omissions. VENDOR shall procure and maintain insurance with limits in an amount not less than \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

- Liability arising from the unauthorized release of information for which an entity has the legal obligation to keep private, such as personally identifiable information (PII) and protected health information (PHI).
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
- Liability arising from the failure of technology products (software and hardware) required under the contract for VENDOR to properly perform the intended services.
- Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service.
- Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the rendering, or failure to render, professional services.
- Defense costs in regulatory proceedings (state and federal) involving a violation of privacy laws or intellectual property rights.
- Crisis management and other expert services.

If coverage is maintained on a claims-made basis, the VENDOR shall maintain such coverage for an additional three (3) years following termination of the contract.

Cyber liability insurance. VENDOR shall procure and maintain Cyber Security and Privacy Liability insurance in an amount of no less than \$1,000,000 per occurrence/loss which shall include the following coverage:

- Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- Liability arising from the failure of technology products (software) required under the contract for VENDOR to properly perform the services intended.
- Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- Liability arising from the failure to render professional services.

If coverage is maintained on a claims-made basis, VENDOR shall maintain such coverage for an additional period of three (3) years following termination of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Insurance Services Inc 401 Fremont Street, Suite 100 Monterey CA 93940 License#: 0757776 ALVATEC-01	CONTACT NAME: Corena Serrano-Navarro PHONE (A/C, No, Ext): 831-642-4007 FAX (A/C, No): 831-920-0108 E-MAIL: Corena.Serrano@hubinternational.com ADDRESS: Corena.Serrano@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd. INSURER B: Philadelphia Indemnity Insurance Company INSURER C: Allmerica Financial Benefit Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Alvarez Technology Group, Inc. PO Box 965 Salinas CA 93902	NAIC # 11000 18058 41840

COVERAGES	CERTIFICATE NUMBER: 535679687	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		57SBABG6366	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			57SBABG6366	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			57SBABG6366	7/1/2023	7/1/2024	EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	W2FD073221	12/1/2022	12/1/2023	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B B A	Cyber/Privacy/Network Liability Professional Liability Employee Dishonesty (Crime)			PHSD1802595 BINDERPHSD1715330 57SBABG6366	7/1/2023 7/1/2023 7/1/2023	7/1/2024 7/1/2024 7/1/2024	Limits of Liability Limits of Liability Limit 1,000,000 1,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Work Performed by the named insured as required by written contract

Additional Insured: City of Pacific Grove as required by written contract

Forms: SS 00 08 04 05

CERTIFICATE HOLDER City of Pacific Grove 300 Forest Avenue Pacific Grove CA 93950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 - 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 - 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
 - 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

Alvarez Contract - 2023-24

Final Audit Report

2023-07-25

Created:	2023-07-24
By:	Mohammed Khasimi (mkhasimi@cityofpacificgrove.org)
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Adobe Acrobat Sign

Alvarez Contract 2023-24 - Amendment 1

Final Audit Report

2023-10-20

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Signature Date: 2023-10-20 - 8:49:25 PM GMT - Time Source: server- IP address: 73.223.20.143

 Agreement completed.

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Alvarez Contract - 2023-24 - Amendment 2

Final Audit Report

2024-03-05

Created:	2024-02-23
By:	Mohammed Khasimi (mkhasimi@cityofpacificgrove.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANr0xICg6lirqV_dm4Yjt6t1aJHT0Fx1C

"Alvarez Contract - 2023-24 - Amendment 2" History

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 Agreement completed.

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AMENDMENT # 3
AGREEMENT FOR PROFESSIONAL SERVICES WITH Alvarez Technology Group Inc.

WHEREAS, the City of Pacific Grove (“City”) and Alvarez Technology Group Inc. (“Contractor”) entered into a Professional Services Agreement (“Agreement”) dated July 1, 2023 through June 30, 2024; and

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

- A. The Agreement is amended as follows:
- The Alvarez Technology Group Inc. contract will increase from \$139,900 to \$142,900 for the period through June 30, 2024 (Fiscal Year 23/24), to allow for payment towards some pending invoices.
- B. All other terms of the Agreement remain the same.

Dated: _____

Luis M. Alvarez, President & CEO, Alvarez
Technology Group, Inc.

Dated: _____

Tori Hannah, Administrative Services Director /
City Manager Pro Tempore

Dated: _____

Brian Pierik, City Attorney

Dated: _____

Bill Peake, Mayor



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Luke Coletti, Councilmember
MEETING DATE: June 05, 2024
SUBJECT: Ballot Measure to Amend PGMC 23.45
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Direct the City Manager to

1. Return to the Council with the documents necessary to place a measure on the November 5, 2024, ballot asking the voters to amend Measure B (PGMC 23.45) to implement the following: (1) provide a definition for “timeshare” or “timeshare project,” including those fractional interest uses marketed, sold, and managed as timeshares, (2) provide an advertising prohibition for timeshare projects, (3) allow the City Council to make any future amendments to the definition section via Council Ordinance, and (4) allow the City Council to make any future amendments to the advertising prohibition section via Council Ordinance.
2. Return to the Council at a date uncertain with an analysis of Measure C (PGMC 6.11) including current implementation, enforcement, and recommended amendments.

DISCUSSION

At our [April 17, 2024](#), meeting the City Council took the following action: direct the City Manager to return to the Council with the documents necessary to place a measure(s) on the November 5, 2024, ballot asking the voters to amend Measure B (PGMC 23.45) and Measure C (PGMC 6.11) to implement the following:

1. Amend PGMC 23.45 to: (1) provide a definition for “timeshare” or “timeshare project,” including those fractional interest uses marketed, sold, and managed as timeshares, and (2) allow the City Council to make any future amendments to the definition via Council Ordinance.
2. Amend (or rescind) PGMC 6.11 in order to be consistent with: (1) the proposed voter-adopted definition(s), and (2) the City’s transient occupancy tax rate (i.e., existing timeshare projects (there are two) shall be taxed at the same rate as hotels/motels per PGMC 6.09).

After reviewing the historic documents concerning the implementation and enforcement of Measure C (PGMC 6.11), including a purported “settlement agreement,” it was realized that a

more in-depth analysis would be required prior to placing an amendment of Chapter 6.11 before the voters.

OPTIONS

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

FINANCIAL IMPACT:

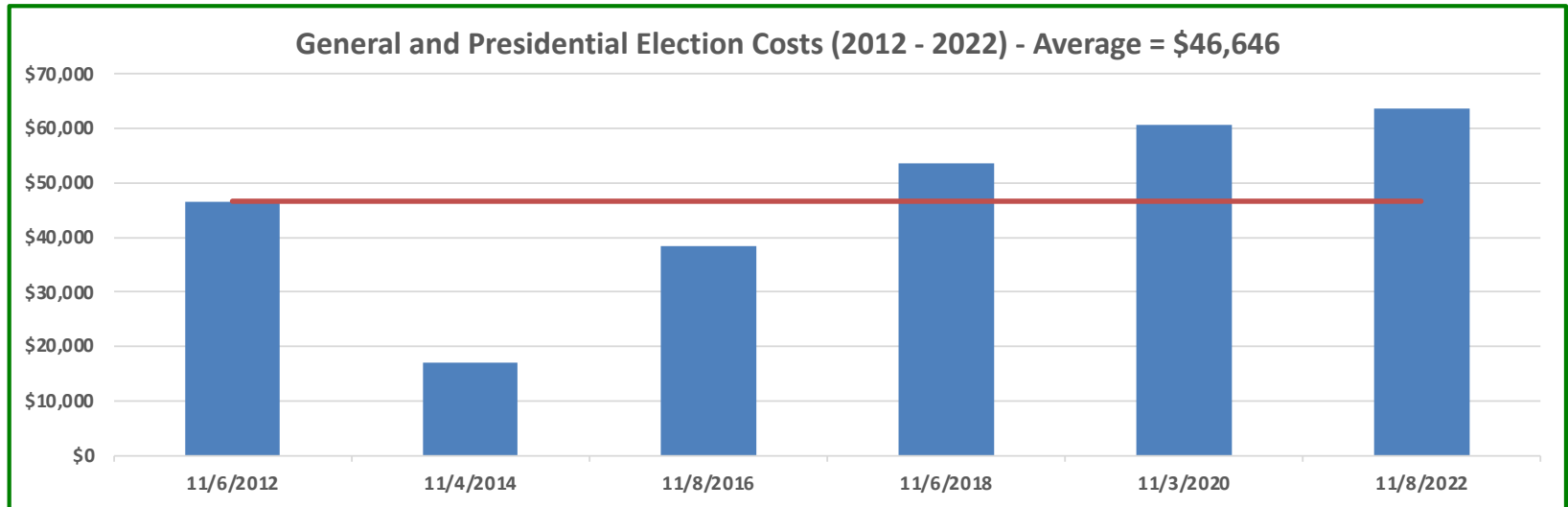
It typically costs less than \$10,000 to place a measure on the ballot of a consolidated (general or presidential) election (see Attachment-1).

GOAL ALIGNMENT: Not Applicable.

Attachments

Election Costs Slide

Election Costs



Election Date:	11/6/2012	11/4/2014	4/19/2016	11/8/2016	11/6/2018	11/3/2020	4/12/2022	11/8/2022
Election Type:	Presidential	General	Special	Presidential	General	Presidential	Special	General
Registered Voters:	9,547	9,213	9,338	10,165	10,025	10,694	10,450	10,488
Ballots Cast:	8,049	5,700	5,134	8,463	7,960	9,677	4,051	7,334
Turnout:	84.31%	61.87%	54.98%	83.26%	79.40%	90.49%	38.77%	69.93%
Council Candidates:	9	6	0	6	7	6	0	6
Mayoral Candidates:	2	2	0	2	3	1	0	2
Local Measures:	1	0	1	1	2	1	1	2
Election Cost:	\$46,469	\$17,055	\$79,327	\$38,503	\$53,583	\$60,671	\$124,484	\$63,595
Cost Per Registered Voter:	\$4.87	\$1.85	\$8.50	\$3.79	\$5.34	\$5.67	\$11.91	\$6.06



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk/DEI Coordinator
MEETING DATE: June 05, 2024
SUBJECT: Diversity, Equity and Inclusion Task Force Minutes: April 8, 2024
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive minutes.

Attachments

DEI Minutes



MEETING MINUTES

CITY OF PACIFIC GROVE DIVERSITY, EQUITY, AND INCLUSION TASK FORCE

REGULAR MEETING

Monday, April 8, 2024, 6:00 P.M.

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

https://www.cityofpacificgrove.org/Zoom_DEI

1. CALL TO ORDER / ROLL CALL

The meeting was called to order at 6pm by Chair Bui. City Clerk/DEI Coordinator Kandell conducted roll call with the following Task Force members present in person: Chair Bui, Vice Chair Fryberger, Secretary Hoops, Member Doneux.

2. APPROVAL OF AGENDA

Action: Upon motion by Chair Bui and seconded by Member Doneux the Task Force voted 4-0 to approve the Agenda.

3. PRESENTATIONS

No presentations were scheduled.

4. TASK FORCE AND STAFF ANNOUNCEMENTS (City-Related Items Only)

The Task Force received announcements from Chair Bui.

5. COUNCIL LIAISON ANNOUNCEMENTS

Council Liaison Poduri shared information about a class offered by PGUSD Adult Education through City Clerk/DEI Coordinator Kandell.

6. GENERAL PUBLIC COMMENT.

Public Comment received from: Carol Marquart, Colleen Ingram, Mike Gibbs, Adam de Boor, Beth Walker

A. Written General Public Comment:

7. CONSENT AGENDA

Action: Upon motion by Secretary Hoops and seconded by Vice Chair Fryberger, the Task Force voted 4-0 to approve the Consent Agenda,

A. Minutes of the Diversity, Equity and Inclusion's March 11, 2024 Regular Meeting

Action: Approved minutes.

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

8. REGULAR AGENDA

A. Asian American and Pacific Islander Heritage Month

Public comment received from Mike Gibbs and Carol Marquart.

Action: Upon motion by Vice Chair Fryberger and seconded by Secretary Hoops, the Task Force voted 4-0 to recommend the City Council adopt the resolution at its first May meeting each year.

B. Update on the DEI Resources Webpage

No public comment received.

Action: The Task Force received an update on the status of the DEI Resources webpage.

C. Draft Value Statements for City Council

Public comment received from Beth Walker, Mike Gibbs, and Adam de Boor.

Action: Upon motion by Member Doneux and seconded by Vice Chair Fryberger, the Task Force voted 4-0 to continue the Draft Value Statements item to the May 13, 2024 DEI Task Force meeting.

9. NEXT MEETING: May 13, 2024 at 6:00 PM

10. ADJOURNMENT

The meeting was adjourned at 7:12pm.

Respectfully Submitted,

Katie Hoops
Secretary

Approved by Chair: _____ Date _____



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Jazelle Johnson, Accountant & Joyce Halabi, Deputy Director of Public Works
MEETING DATE: June 05, 2024
SUBJECT: Third Quarter FY 23/24 Capital Project Report & Update
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

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

DISCUSSION

The attached file provides information on the Adopted and Amended Budgets for each capital improvement project, as well as expenditures. The Amended Budget column references projects that were approved in the last fiscal year but were not completed by June 30, 2023, as well as project budget adjustments that have been approved by the City Council. The Status column references the current phase of the project, as of March 31, 2024.

As of March 31, 2024, approximately 27% of the FY 22/23 CIP Project carry forwards are complete through the end of the Third Quarter FY 23/24.

As of the close of the third quarter, approximately 16% of all funds included in the Fiscal Year 23/24 Amended Budget have been expended. The CIP quarterly report has previously provided an additional narrative describing details associated with the project phases, the number of projects in each phase, and notable accomplishments achieved during the quarter. At this Council Meeting, a formal presentation on the status of the current funded CIP projects will be provided by Public Works.

OPTIONS

N/A - This is informational only.

FINANCIAL IMPACT:

There is no financial impact associated with receiving this report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Capital Improvement Project Budget Report Third Quarter - Fiscal Year 23/24									
Project	Fund Name	Fund	Division	Account	Project Name	Status	Adopted Budget	Amended Budget	Expenditures as of 3/31/2024
CIP18-46	Capital Improvement	63		6021	Tide Pool & Point Pinos	Substantially Complete	\$ -	\$ 35,902	\$ 26,121
CIP18-46 Total								\$ 35,902	\$ 26,121
CIP21-05	Strong Disbursement	46		6021	ADA Compliance Assessment & Transition Plan	Complete	\$ -	\$ 26,550	\$ 25,500
CIP21-05 Total								\$ 26,550	\$ 25,500
CIP22-03	Sewer	76		6051	Phase 9 Sewer Improvements	Construction/Work in Progress	\$ -	\$ 997,387	\$ 24,826
CIP22-03 Total								\$ 997,387	\$ 24,826
CIP22-10	Koo Estate Donation	93		6031	Lovers' Point Pier Repair	FY 23-24 Scope of Work Complete	\$ -	\$ 1,196	\$ 1,196
CIP22-10 Total								\$ 1,196	\$ 1,196
CIP22-13	ARPA	84		6041	Backstop Replacement Municipal Ball Park	Construction/Work in Progress		\$ 25,736	\$ -
CIP22-13	McIndoo Donation	92		6031	Backstop Replacement Municipal Ball Park	Construction/Work in Progress	\$ -	\$ 17,387	\$ 50
CIP22-13	Koo Estate Donation	93		6031	Backstop Replacement Municipal Ball Park	Construction/Work in Progress	\$ -	\$ 7,000	\$ -
CIP22-13	Capital Improvement	63		6021	Backstop Replacement Municipal Ball Park	Construction/Work in Progress		\$ 96,000	\$ -
CIP22-13 Total								\$ 146,123	\$ 50
CIP22-21	ARPA	84		6031	GW Park Playground & ADA Compliant Playground	Construction/Work in Progress	\$ -	\$ 25,000	\$ 151
CIP22-21 Total								\$ 25,000	\$ 151
CIP23-01	Local Streets and Roads	17		6041	FY 22/23 Street Rehabilitation Project	Complete	\$ -	\$ 780,350	\$ 744,284
CIP23-01	RMRA SB1	47		6041	FY 22/23 Street Rehabilitation Project	Complete	\$ -	\$ 74,923	\$ 74,923
CIP23-01	Sewer	76		6051	FY 22/23 Street Rehabilitation Project	Complete	\$ -	\$ 106,529	\$ 107,197
CIP23-01 Total								\$ 961,802	\$ 926,404
CIP23-02	Local Streets and Roads	17		6041	FY 22/23 Crack & Slurry Seal	Complete	\$ -	\$ 39,330	\$ 39,330
CIP23-02	RMRA SB1	47		6041	FY 22/23 Crack & Slurry Seal	Complete	\$ -	\$ 28,519	\$ 28,519
CIP23-02 Total								\$ 67,849	\$ 67,849
CIP23-03	RSTP (TAMC)	20		6041	Cedar, Sunset, & Congress Intersection	Construction/Work in Progress	\$ -	\$ 1,000,000	\$ 142,615
CIP23-03 Total								\$ 1,000,000	\$ 142,615
CIP23-04	Local Streets and Roads	17		6041	David Ave Street Rehabilitation	Project Development	\$ -	\$ 266,157	\$ 2,966
CIP23-04	Sewer	76		6041	David Ave Street Rehab	Project Development	\$ -	\$ 156,000	\$ -
CIP23-04 Total								\$ 422,157	\$ 2,966
CIP23-05	Lighthouse	27		6021	Point Pinos Lighthouse Roof Repair	Bids/RFP	\$ -	\$ 57,950	\$ -
CIP23-05 Total								\$ 57,950	\$ -
CIP23-06	Sewer	76		6051	Pump Station Replacement	FY 23-24 Scope of Work Complete	\$ -	\$ 109,837	\$ 78,819
CIP23-06 Total								\$ 109,837	\$ 78,819
CIP23-07	Museum Improvement	08	412	6021	Museum Mezzanine Upgrades	Construction/Work in Progress	\$ -	\$ 75,000	\$ -
CIP23-07 Total								\$ 75,000	\$ -
CIP23-08	Museum Improvement	08	412	6021	Museum Basement Moisture Control	Contract	\$ -	\$ 38,800	\$ -
CIP23-08 Total								\$ 38,800	\$ -
CIP23-09	Gas Tax	18		6041	Street Sign Upgrades	Complete	\$ -	\$ 799	\$ 799
CIP23-09 Total								\$ 799	\$ 799
CIP23-10	ARPA	84		6021	Fire Station Roof Repair	Construction/Work in Progress	\$ -	\$ 26,200	\$ 14,310
CIP23-10 Total								\$ 26,200	\$ 14,310
CIP23-12	ARPA	84		6021	Fire Dept. Bathroom & Shower Remodel	Construction/Work in Progress	\$ -	\$ 44,907	\$ 635
CIP23-12 Total								\$ 44,907	\$ 635
CIP23-13	ARPA	84		6021	Chautauqua Hall Bathroom Repairs	Complete	\$ -	\$ 27,000	\$ 24,072

CIP23-13 Total								\$	27,000	\$	24,072
CIP23-15	ARPA	84	6021	Crespi Pond Bathroom Remodel/Repairs	Defunded	\$	-	\$	50,000	\$	4,451
CIP23-15 Total								\$	50,000	\$	4,451
CIP23-16	ARPA	84	6041	Safety Lighting at Robert Down Elementary	Construction/Work in Progress	\$	-	\$	20,000	\$	4,710
CIP23-16 Total								\$	20,000	\$	4,710
CIP23-17	ARPA	84	6021	Chautauqua Hall Preservation Plan	Complete	\$	-	\$	38,000	\$	37,248
CIP23-17 Total								\$	38,000	\$	37,248
CIP23-18	ARPA	84	6021	City Hall Roof Repair	Complete	\$	-	\$	80,000	\$	31,612
CIP23-18 Total								\$	80,000	\$	31,612
CIP23-21	ARPA	84	6041	David Ave Sidewalk	Project Development	\$	-	\$	625,080	\$	-
CIP23-21 Total								\$	625,080	\$	-
CIP23-22	ARPA	84	6031	Recreation Board's Park Inventory	Project Development	\$	-	\$	44,888	\$	-
CIP23-22 Total								\$	44,888	\$	-
CIP23-23	RSTP (TAMC)	20	6041	Flashing Beacon 19th & Sunset	Complete	\$	-	\$	29,500	\$	29,500
CIP23-23 Total								\$	29,500	\$	29,500
TRC21-02	Capital Improvement	63	6021	PW Fire and Reconstruction	Substantially Complete	\$	-	\$	471,652	\$	21,184
TRC21-02 Total								\$	471,652	\$	21,184
CIP24-01	Local Streets and Roads	17	6041	FY23/24 Street Rehabilitation Project	Construction/Work in Progress	\$	536,088	\$	536,088	\$	-
CIP24-01	RMRA SB1	47	6041	FY23/24 Street Rehabilitation Project	Construction/Work in Progress	\$	505,049	\$	505,049	\$	-
CIP24-01	Capital Improvement	63	6041	FY23/24 Street Rehabilitation Project	Construction/Work in Progress	\$	300,000	\$	300,000	\$	57,987
CIP24-01	Sewer	76	6051	FY23/24 Street Rehabilitation Project	Construction/Work in Progress	\$	300,000	\$	600,000	\$	8,400
CIP24-01 Total								\$	1,641,137	\$	1,941,137
CIP24-02	Local Streets and Roads	17	6041	FY23/24 Crack & Slurry Seal Project	Construction/Work in Progress	\$	150,000	\$	185,000	\$	-
CIP24-02	Capital Improvement	63	6041	FY23/24 Crack & Slurry Seal Project	Construction/Work in Progress	\$	200,000	\$	200,000	\$	17,492
CIP24-02 Total								\$	350,000	\$	385,000
CIP24-03	Capital Improvement	63	6054	Priority Stormwater Repair Project on Syida Dr	Project Development	\$	100,000	\$	100,000	\$	3,395
CIP24-03 Total								\$	100,000	\$	100,000
CIP24-04	Sewer	76	6051	Sewer Collection System Master Plan Projects 1,6 & 9	Construction/Work in Progress	\$	1,800,000	\$	1,800,000	\$	-
CIP24-04 Total								\$	1,800,000	\$	-
CIP24-05	Capital Improvement	63	6031	George Washington Park (GWP) Enhancement Project	Construction/Work in Progress	\$	50,000	\$	131,952	\$	9,860
CIP24-05 Total								\$	50,000	\$	131,952
CIP24-06	Capital Improvement	63	6041	Design of Sidewalk Extension for Outside Dining Uses	Construction/Work in Progress	\$	50,000	\$	50,000	\$	21,498
CIP24-06 Total								\$	50,000	\$	21,498
						Grand Total:		\$	3,991,137	\$	9,831,668
								\$		\$	1,583,650

Percentage Expended - Projects from Prior Year:27%

Combined Percentage Expended:16%



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Tori Hannah, Administrative Services Director/Assistant City Manager
MEETING DATE: June 05, 2024
SUBJECT: Ordinance to Adopt the Fiscal Year 24/25 Operating and Capital Improvement Budget; and Amend the Fiscal Year 23/24 Operating and Capital Improvement Budget
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Request the City Attorney to read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold the first reading of an ordinance to adopt the Fiscal Year 24/25 Operating and Capital Improvement Budget, amend the Fiscal Year 23/24 Operating and Capital Improvement Budget
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION

The Proposed Fiscal Year 24/25 Budget and Capital Improvement Plan is a program budget, which also serves as the City's annual operating plan. The City Council's goals; or Focused Priority Areas and Policy Value Statements serve as the foundation for annual funding initiatives. Key expenditures included in the annual budget correspond to the Priority Areas. Separate Department Operating Goals and Accomplishments are included on the departmental and select fund pages; and align with the Department's mission and purpose.

The following table provides a chronology of the events leading up to the first reading of the Operating and Capital Improvement Budget Ordinance for Fiscal Year 24/25.

<i>Item</i>	<i>Meeting Date</i>
Received a Mid-Year Financial Update	February 21, 2024
Provided the Five-Year Forecast and Conducted a Budget Workshop	February 28, 2024
Received the Proposed Fiscal Year 24/25 Capital Improvement Plan	May 15, 2024

The Proposed Fiscal Year 24/25 budget was developed based on conservative growth in the forthcoming year. The Fiscal Year 23/24 City-wide budget includes a \$3.0 million Capital Improvement Plan; and a \$538,600 capital outlay budget. Details regarding these items can be found in the Capital Outlay and Capital Project sections of the budget document.

The Proposed Budget includes requests for position reclassifications; and the addition of 1.25 full-time positions and a half-time position. These positions are allocated between the General Fund and various other funds. This information can be found in the Position Authorization section of the document, and in the accompanying Position Request document (Attachment 1).

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

General Fund

An overview of the General Fund revenues and department budgets are included in Attachment 2. Additional details can be found in the General Fund Revenue and Expenditure sections of the Proposed Fiscal Year 24/25 Budget document.

Key budgetary highlights are listed below:

Revenues

In Fiscal Year 24/25, revenues are anticipated to increase by approximately \$2.0 million or 6.7% when compared to the Fiscal Year 23/24 Adopted Budget; or \$1.1 million or 3.4% when compared to the Fiscal Year 23/24 Estimated/Amended Budget. The Fiscal Year 24/25 Budget includes conservative growth in most revenue categories, with the addition of a partial year of cannabis revenues. Key factors include:

- Increase in tax revenues of approximately \$793,000 or 2.9% when compared to the Estimated/Amended Budget
 - Includes a combined property tax increase of approximately 4.2% or \$415,000 when compared to the Estimated/Amended Budget
 - A partial year or \$100,000 in new cannabis tax revenues; however, noting that the local industry revenues appear to be declining. This estimate may be subject to revision at mid-year.
- An estimated one-time receipt of building and planning fees of approximately \$600,000, which is allocated between the Charges for Services; and the Licenses, Permits, and Impact Fee categories.

Expenditures

The overall General Fund expenditures are anticipated to increase by \$2.3 million or 7.1%, when compared to the prior year Adopted Budget, or approximately \$885,000 or 2.6% when compared to the Estimated/Amended Budget. Some factors related to the increase are listed below:

- Increase in the General Fund's share of the unfunded pension liability payment: \$552,000
- Incorporating a 3% cost of living increase and negotiated benefits in accordance with non-public safety groups: \$277,000
- Estimated increase in the pending Police Officers Association (POA) Agreement: \$204,000
- Increased seasonal recreation salaries when compared to the Adopted Fiscal Year 23/24 Budget: \$146,000

- Regular and part-time position additions: \$114,000
- Fire contract increases, which includes funding of the new paramedic program: \$228,000
- A capital outlay budget of \$505,100, which represents an increase of \$291,100, when compared to the prior year.

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

Capital Improvement Plan

The City's Capital Improvement Plan (CIP) includes funding for approximately \$3 million in projects, which includes a General Fund allocation of \$850,000 and capital contributions of \$111,500. This includes equivalent capital contributions from the City's Golf Course Fund and CourseCo. to a Golf Course Improvement Trust, as part of the Golf Course lease agreement. While these projects are externally managed by CourseCo, placing them in the budget will assist in informing the community of these improvements, as well as assist with internal accounting.

The General Fund CIP transfers include \$147,000 in funds that have not been allocated to a specific project. During the Proposed CIP presentation, staff recommended waiting to allocate these funds until the Facility Conditions Assessment was complete or until after the City receives a formal estimate for the Sidewalk Extensions for Outdoor Dining Project (Parklet Project). As an alternative, the Council may choose to identify projects from the Unfunded Projects list or explore other uses for the \$147,000 during this meeting.

Enterprise Funds

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

All Enterprise Funds, with the exception of the Local Water Project, are initially projecting a positive ending Fiscal Year 24/25 fund balance. The Local Water Project is projecting a minor negative fund balance of approximately \$29,000; however this represents the second year that the fund is close to operating at a self-sufficient level. A fee study is also underway that will assist in arriving at updated recycled water rates. Based on actual performance at year-end or during the mid-year; a potential true-up of any Local Water Project deficiencies may be brought forward for consideration.

Fiscal Year 23/24 Budget Amendments

The attached ordinance also includes an amendment for the following amendments to the Fiscal Year 23/24 Operating and Capital Improvement Budgets:

<i>General Fund Amendments</i>
Increase to reflect the second disbursement of property tax revenues

Reduction to reflect the net carry-forward of the Climate Action and Adaptation Plan, as well as changing a \$100,000 transfer from the General Fund to the CIP Fund; to a transfer to the Workers Compensation and Liability Funds. This amendment reflects releasing the savings from the Facility Conditions Assessment report to support projected shortfalls in the Workers Compensation and Liability Funds.

Other Funds

These changes primarily reflect project adjustments within the Local Streets and Roads; RMRA, and RSTP Funds. Additional proposed amendments include an administrative adjustment to appropriate funds from the General Plan Maintenance Fee Fund to support the Housing Element based on a prior Council action, as well as minor adjustments to year-end estimates.

Council Workplan and Priorities Update

In Fiscal Year 23/24, the City initiated funding for several initiatives to meet the City Council's Focused Priority Areas in the Community Goals and Workplan. This included expansion of recreation programs, infrastructure studies, and funding for the Sixth Cycle Housing Element to assist in fulfilling the Affordable Housing Goal. Funding was also appropriated for a part-time maintenance worker to focus on tree planting; a Biological Resources Assessment, and increasing a CSO position to assist with wildlife protection to support the Environmental Stewardship goal. Fiscal Year 24/25 marks the second year of the two-year Workplan. While the first year provided funding to initiate these programs or studies, several key projects are still underway and will continue into the next fiscal year. The Proposed Budget continues to include increased staffing and program levels for recreations services; funding for the part-time maintenance worker in the forestry division, and \$70,000 for community trees. A budget amendment is also incorporated into the attached ordinance to reallocate the funding for the Climate Action and Adaptation Plan from Fiscal Year 23/24 to Fiscal Year 24/25 to allow for the award of the contract in the new fiscal year.

Additional Council priorities were identified at the budget workshop for further evaluation. This included the addition of a grant writing/grant management position, paramedic program, a full-time forester, three potential capital projects, and additional funding for the EDC. The three capital improvement projects included the Skate Park Project, Crossing at Lighthouse and Fountain; and the Sidewalk Extensions for Outdoor Dining Project (Parklet Project). The Fiscal Year 24/25 Proposed Budget includes a new position within the Community Development Department to partially assist with grant writing and management, funding for the paramedic program, and increasing the EDC budget to \$50,000. At the time the budget was developed research was pending on the suggested forestry worker. Funding for additional projects that were identified may be allocated at this Council Meeting or deferred until the City receives the Facility Condition Assessment or the engineer's estimate for the Parklet Project.

The City Manager will be providing a quarterly update on the Community Goals and Workplan in the forthcoming months, as well as the forestry position.

Budget Document Information

The Fiscal Year 24/25 Budget incorporates criteria established by the California Society of Municipal Finance Officers (CSMFO) and the Government Finance Officers Association (GFOA). The goal of the criteria is to provide a document that is transparent, easy to read, and provides a comprehensive fiscal, as well as operating plan. The City received the CSMFO Excellence Award and the GFOA Distinguished Budget Award for the Fiscal Year 23/24 Budget. This most recent CSMFO and GFOA Awards, represent the fifth and sixth consecutive years, respectively, that the City has received this honor.

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

Due to staffing vacancies and transitions in the Finance Department, the Fiscal Year 24/25 Proposed Budget will be available after 3:00 pm on Friday. The Proposed Budget can be accessed from the following link: [Budgets | City of Pacific Grove](#)

This is the first reading of the ordinance. The second reading is scheduled for June 19, 2024.

OPTIONS

- Approve ordinance
- Provide alternate direction

FINANCIAL IMPACT:

The Proposed Fiscal Year 23/24 Budget estimates an ending General Fund balance of \$12.6 million. This is approximately \$1.28 million above recommended policy levels.

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

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Position Requests_Attachment 1

General Fund Overview_Attachment 2

General Fund Details_Services, Supplies, Other_Attachment 3

Budget Amendment Ordinance_Attachment 4

Position Requests

Management Analyst: Full-time Position, 1.00 FTE

Estimated total cost: \$123,800

Department: General Fund Community Development Department/Housing Fund

Justification: This position will be partially supported by the Community Development Department and the Housing Fund. Responsibilities within the City's Housing Program will include grant management and reporting; outreach, data management and metrics; requests for proposals/requests for qualifications; bidder and contractor selection and management. Responsibilities within the Community Development Department will include grant writing and management; data management and metrics; contract management, department website updates, as well as other analytical projects.

This position will be allocated 50% to the General Fund and 50% to the Housing Fund.

Senior Program Manager (Deputy Director of Finance), additional 0.250 FTE

Estimated total cost: \$47,100

Department: General Fund Finance Department; and Workers Compensation Fund and Risk Management Funds

Justification: The City originally established a full-time Senior Program Manager (Deputy Director of Finance) to provide high level financial and risk management support for the City. This position assists with the annual budget, annual financial statements, interim reporting, oversight of staff, administration of the City-wide safety program, and provides managerial level support to the liability and workers compensation functions. The individual previously occupying the position requested that the position be reduced to $\frac{3}{4}$ time. As part of this reduction, the remaining FTE was allocated to support staff to assist with supplemental responsibilities. The individual who occupied the Senior Program Manager position recently left the City. While the City has tried to recruit for the position, there has been a limited response to the announcement; and the individuals who did respond, expressed interest in a full-time position or did not have the desired experience. It is anticipated that if this position were increased to full-time, there would be a stronger pool of candidates. This position is also critical in meeting increased audit, reporting, and financial grant management requirements.

Net of other allocation changes within the Administrative Services Department, 60% of the 0.25 FTE position will be allocated to the General Fund; and the remaining 40% will be allocated to the Workers Compensation and Risk Management Funds.

Administrative Assistant: Half-time position, 0.50 FTE

Department: General Fund Public Works Department and Sewer Fund

Estimated total cost: \$28,500

Justification: Given the increased demand on Public Works staff and the lack of sufficient administrative support, creating a dedicated administrative assistant position is essential for the Capital Improvement Plan. This part-time position will handle tasks, such as updating ClearGov project pages, producing construction mailers and website content updates; drafting notices, memos and agreements; and processing CIP invoicing. By relieving higher-level staff of these time-consuming tasks, the department can improve operational efficiency and resource allocation. This position will support the City's critical infrastructure protection initiatives.

This half-time position will be allocated 75% to the General Fund and 25% to the Sewer Fund.

Proposed Budget - General Fund Overview

	FY 23/24 Adopted	FY 23/24 Amended	FY 24/25 Proposed	Amended to Prop. Difference	Percent of change
Beginning Fund Balance ⁽¹⁾	\$ 14,834,465	\$ 14,834,465	\$ 13,606,806		
Revenues					
Property Taxes	\$ 9,609,000	\$ 9,881,000	\$ 10,296,000	415,000 ⁽²⁾	4.2%
TOT and Licenses	6,562,000	6,840,000	7,012,000	172,000 ⁽³⁾	2.5%
Sales and Use Tax	5,957,000	6,039,000	6,094,000	55,000 ⁽⁴⁾	0.9%
Franchise and Utility User Taxes	3,590,000	3,628,000	3,702,000	74,000	2.0%
Business Licenses	370,000	385,000	393,000	8,000	2.1%
Cannabis Tax	100,000	-	100,000	100,000 ⁽⁵⁾	100.0%
Other Taxes	176,000	171,000	140,000	(31,000)	-18.1%
License, permits, and impact fees	838,000	1,279,000	1,274,000	(5,000) ⁽⁶⁾	-0.4%
Intergovernmental Revenues	58,000	245,000	61,000	(184,000) ⁽⁷⁾	-75.1%
Charges for Services	2,072,000	2,141,000	2,278,840	137,840 ⁽⁸⁾	6.4%
Fines and Forfeitures	125,000	34,000	115,000	81,000 ⁽⁹⁾	238.2%
Interest, rents, and concessions	435,000	600,000	630,000	30,000	5.0%
Other revenues	1,371,187	1,023,000	1,267,187	244,187 ⁽¹⁰⁾	23.9%
	\$ 31,263,187	\$ 32,266,000	\$ 33,363,027	\$ 1,097,027	3.4%
Expenditures					
Departments					
City Council	\$ 310,998	\$ 262,449	\$ 294,089	31,640	12.1%
City Manager	1,225,545	1,443,706	1,272,499	(171,207) ⁽¹¹⁾	-11.9%
Economic Development	369,025	383,826	409,321	25,495	6.6%
City Attorney	996,100	1,144,480	1,184,360	39,880	3.5%
Finance	1,374,546	1,475,034	1,522,331	47,297	3.2%
Information Systems	935,429	1,019,239	1,002,262	(16,977)	-1.7%
Community Development	3,022,491	3,891,205	2,983,158	(908,047) ⁽¹²⁾	-23.3%
Police	8,336,438	8,115,564	8,931,103	815,539 ⁽¹³⁾	10.0%
Fire	4,403,000	4,498,600	4,891,600	393,000 ⁽¹⁴⁾	8.7%
Public Works	5,011,544	4,998,853	5,144,860	146,007	2.9%
Library	1,159,335	1,172,182	1,212,017	39,835	3.4%
Recreation	1,189,769	1,388,405	1,623,839	235,434 ⁽¹⁵⁾	17.0%
Museum	337,400	338,400	384,300	45,900 ⁽¹⁶⁾	13.6%
Capital Outlay	215,000	335,800	505,100	169,300	50.4%
Capital Project Transfers	850,000	750,000	850,000	100,000	13.3%
Debt Service	1,428,466	1,428,416	1,462,562	34,146	2.4%
Interfund Transfers	939,187	847,500	705,187	(142,313)	-16.8%
Total	\$ 32,104,273	\$ 33,493,659	\$ 34,378,588	\$ 884,929	2.6%
Net Difference	\$ (841,086)	\$ (1,227,659)	\$ (1,015,561)	\$ 212,098	
Estimated Ending Fund Balance	\$ 13,993,379	\$ 13,606,806	\$ 12,591,245		
Reserve Calculation					
Expenditures applicable to policy		\$ 30,607,651	\$ 32,318,301		
Policy percentage - 35%		\$ 10,712,678	\$ 11,311,405		
Difference from policy		\$ 2,894,128	\$ 1,279,840		

Notes:

- (1) The beginning fund balance represents the amount listed in the audited financial statements (excludes subfunds).*
- (2) Adjusted based on prior and current year performance; and additional information from the County of Monterey.*
- (3) Increased estimate to reflect 2.5% over the prior year based on year to date performance.*
- (4) Adjusted based on performance and alignment with City and HdL estimates.*
- (5) Estimated at partial year of cannabis revenues, pending regulatory framework and storefront selection process.*
- (6) Includes 70% or \$420,000 of one-time developer revenues, remaining 30% or \$180,000 allocated to Charges for Services*
- (7) Primarily reflects \$153,000 in reimbursements for prior year storm costs. At this time, any new grant reimbursements related to the February 2024 storms are may be accrued in Fiscal Year 23/24.*
- (8) Includes a 30% or \$180,000 of one-time developer revenues for planning fees, while 70% is allocated to Licenses, Permits*
- (9) This revenue category can vary year over year. Budget based on potential code enforcement revenues.*
- (10) The net reduction is primarily related to estimated water entitlement revenues related to a Developer Promissory Note.*
- (11) Reflects cash-out of one year of City Manager salary and overlap costs associated with interim position.*
- (12) The difference primarily reflects Housing Element contract costs in Fiscal Year 23/24.*
- (13) Net position vacancies in prior year of approx. \$363,000, estimated COLA and benefits, partial coverage for Police Chief, and \$212,000 increase in the unfunded pension liability payment*
- (14) Increase of \$112,000 in the unfunded pension liability pymt. and \$228,000 in contract costs, including paramedic program*
- (15) Additional funds were requested for seasonal staff at mid-year 23/24, along with increased utility and program costs. These increases were offset by savings from position vacancies, which contributes to the annual difference. FY 24/25 also includes an increased unfunded pension liability payment and higher internal service fund allocations.*
- (16) Primarily based on operating contract requirements and increased facility maintenance.*

ART# ACCT	-TITLE-	REQUESTED NEW	NOTE DESCRIPTION	NOTE AMOUNT
CITY COUNCIL				
10 - 5201	REGULAR CITY COUN CONTRACT SERVICES	90,000		-
10 - 5201	REGULAR CITY COUN CONTRACT SERVICES	-	MUNICIPAL CODE PUBLISHING & MISC CONTRACT SERVICES	-
10 - 5201	REGULAR CITY COUN CONTRACT SERVICES	-	MONTEREY COUNTY ELECTION FEES	-
10 - 5202	REGULAR CITY COUN PROF/CONSULTANT S	20,000		-
10 - 5202	REGULAR CITY COUN PROF/CONSULTANT S	-	MISC CONSULTING SERVICES	-
10 - 5211	REGULAR CITY COUN POSTAGE	1,900		-
10 - 5213	REGULAR CITY COUN BANK FEES	-		-
10 - 5215	REGULAR CITY COUN MEETING/TRAINING/	15,000		-
10 - 5215	REGULAR CITY COUN MEETING/TRAINING/	-	LEAGUE OF CA MEETINGS/CONFERENCES	-
10 - 5216	REGULAR CITY COUN ATTENDANCE COSTS	1,500		-
10 - 5216	REGULAR CITY COUN ATTENDANCE COSTS	-	PG CHAMBER LUNCH	-
10 - 5217	REGULAR CITY COUN TRAVEL, MEAL COST	-		-
10 - 5221	REGULAR CITY COUN ADVERTISING	2,500		-
10 - 5221	REGULAR CITY COUN ADVERTISING	-	PUBLIC NOTICES	-
10 - 5222	REGULAR CITY COUN UTILITIES	1,575		-
10 - 5225	REGULAR CITY COUN OPERATING LEASES/	300		-
10 - 5230	REGULAR CITY COUN INTERNAL SERVICE	10,000		-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	95,000		-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	MBAY AIR	-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	TAMC	-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	UNITED WAY	-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	ASSOC OF MONTEREY BAY GOVERNMENTS (AMBAG)	-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	LEAGUE OF CA CITIES	-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	GATHERING FOR WOMEN	-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	COMMUNITY HUMAN SERVICES	-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	RACE FORWARD	-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	LAFCO	-
10 - 5261	REGULAR CITY COUN SUBSCRIPTIONS, ME	-	MONTEREY COUNTY MAYORS ASSOCIATION	-
10 - 5291	REGULAR CITY COUN MISC. DEPT EXPENS	6,000		-
10 - 5291	REGULAR CITY COUN MISC. DEPT EXPENS	-	MISC. EXPENSES	-
10 - 5291	REGULAR CITY COUN MISC. DEPT EXPENS	-	COUNCIL MEETING MEALS	-
10 - 5301	REGULAR CITY COUN OFFICE SUPPLIES	1,000		-
10 - 5303	REGULAR CITY COUN BOOKS, PRINTED MA	-		-
		\$ 244,775		

CITY ATTORNEY

11 - 5201	CITY ATTORNEY OPE CONTRACT SERVICES	3,000	-
11 - 5202	CITY ATTORNEY OPE PROF/CONSULTANT S	3,000	-
11 - 5203	CITY ATTORNEY OPE ADMIN/RETAINER SE	528,360	-
11 - 5205	CITY ATTORNEY OPE LEGAL SERVICES	650,000	ESTIMATED SPECIALIZED LEGAL SERVICES PER CITY ATTORNEY
11 - 5205	CITY ATTORNEY OPE LEGAL SERVICES	-	-
11 - 5205	CITY ATTORNEY OPE LEGAL SERVICES	-	-
11 - 5211	CITY ATTORNEY OPE POSTAGE	-	-
11 - 5215	CITY ATTORNEY OPE MEETING/TRAINING/	-	-
11 - 5224	CITY ATTORNEY OPE EQUIP REPAIR, MAI	-	-
11 - 5225	CITY ATTORNEY OPE OPERATING LEASES/	-	-
11 - 5230	CITY ATTORNEY OPE INTERNAL SERVICE	-	-
11 - 5261	CITY ATTORNEY OPE SUBSCRIPTIONS, ME	-	-
11 - 5292	CITY ATTORNEY OPE PRIOR YEAR ADJUST	-	-
11 - 5301	CITY ATTORNEY OPE OFFICE SUPPLIES	-	-
11 - 5303	CITY ATTORNEY OPE BOOKS, PRINTED MA	-	-
11 - 5306	CITY ATTORNEY OPE OFFICE EQUIPMENT	-	-
11 - 5306	CITY ATTORNEY OPE OFFICE EQUIPMENT	-	-
11 - 5306	CITY ATTORNEY OPE OFFICE EQUIPMENT	-	-
11 - 5401	CITY ATTORNEY OPE FUND TRANSFERS	-	-
11 - 5402	CITY ATTORNEY OPE CARES ACT ADJUSTM	-	-
11 - 6001	CITY ATTORNEY OPE EQUIPMENT	-	-
11 - 6603	CITY ATTORNEY OPE INTEREST EXPENSE	-	-
		\$ 1,184,360	

12 - 5201	CITY MANAGER OPER CONTRACT SERVICES	50,000		-
12 - 5201	CITY MANAGER OPER CONTRACT SERVICES	-	NEOGOV ONLINE SERVICES	-
12 - 5201	CITY MANAGER OPER CONTRACT SERVICES	-	SAME DAY SHRED	-
12 - 5201	CITY MANAGER OPER CONTRACT SERVICES	-	SCANNING SERVICES	-
12 - 5201	CITY MANAGER OPER CONTRACT SERVICES	-	OTHER CONTRACT SERVICES	-
12 - 5201	CITY MANAGER OPER CONTRACT SERVICES	-	MISC	-
12 - 5201	CITY MANAGER OPER CONTRACT SERVICES	-	DOJ BACKGROUND CHECKS	-
12 - 5201	CITY MANAGER OPER CONTRACT SERVICES	-	CODE PUBLISHING	-
12 - 5201	CITY MANAGER OPER CONTRACT SERVICES	-	UNFORESCEEN EXECUTIVE RECRUITMENT	-
12 - 5201	CITY MANAGER OPER CONTRACT SERVICES	-	TRAINING DAY SPEAKER	-
12 - 5202	CITY MANAGER OPER PROF/CONSULTANT S	20,000		-
12 - 5202	CITY MANAGER OPER PROF/CONSULTANT S	-	CSI HR CONSULTING	-
12 - 5205	CITY MANAGER OPER LEGAL SERVICES	40,000		-
12 - 5205	CITY MANAGER OPER LEGAL SERVICES	-	EMPLOYEE RELATIONS	30,000
12 - 5205	CITY MANAGER OPER LEGAL SERVICES	-	LCW EMPLOYMENT LEGAL ADVICE	-
12 - 5205	CITY MANAGER OPER LEGAL SERVICES	-	UNFORESEEN INVESTIGATIONS	-
12 - 5207	CITY MANAGER OPER MAINTENANCE SERVI	-		-
12 - 5208	CITY MANAGER OPER CONTRACT PERSONNE	-		-
12 - 5211	CITY MANAGER OPER POSTAGE	500		-
12 - 5212	CITY MANAGER OPER TELEPHONE	2,000		-
12 - 5213	CITY MANAGER OPER BANK FEES	-		-
12 - 5215	CITY MANAGER OPER MEETING/TRAINING/	15,000		-
12 - 5215	CITY MANAGER OPER MEETING/TRAINING/	-	TRAINING/EDUCATION FOR CITY MANAGER DEPT	-
12 - 5215	CITY MANAGER OPER MEETING/TRAINING/	-	REQUIRED LEGAL/COMPLIANCE UPDATES FOR CITY CLERK AND HR	-
12 - 5215	CITY MANAGER OPER MEETING/TRAINING/	-	ICMA OR LEAGUE OF CA CITIES CONFERENCE FOR CITY MANAGER	-
12 - 5215	CITY MANAGER OPER MEETING/TRAINING/	-	DEI TRAINING FOR DEI COORDINATOR	-
12 - 5216	CITY MANAGER OPER ATTENDANCE COSTS	4,000		-
12 - 5217	CITY MANAGER OPER TRAVEL, MEAL COST	1,500		-
12 - 5218	CITY MANAGER OPER EDUCATION INCENTI	-		-
12 - 5219	CITY MANAGER OPER POST TRAINING	-		-
12 - 5221	CITY MANAGER OPER ADVERTISING	1,700		-
12 - 5222	CITY MANAGER OPER UTILITIES	3,500		-
12 - 5224	CITY MANAGER OPER EQUIP REPAIR, MAI	500		-
12 - 5225	CITY MANAGER OPER OPERATING LEASES/	7,000		-
12 - 5230	CITY MANAGER OPER INTERNAL SERVICE	53,000		-
12 - 5236	CITY MANAGER OPER HR PROGRAMS	34,000		-
12 - 5236	CITY MANAGER OPER HR PROGRAMS	-	RECRUITMENT AND RETENTION - VARIOUS PROVISIONS	-
12 - 5236	CITY MANAGER OPER HR PROGRAMS	-	RECRUITMENT ADS	-
12 - 5236	CITY MANAGER OPER HR PROGRAMS	-	EMPLOYEE ANNUAL TRAINING DAY	-
12 - 5236	CITY MANAGER OPER HR PROGRAMS	-	EMPLOYEE APPRECIATION	-
12 - 5236	CITY MANAGER OPER HR PROGRAMS	-	EMPLOYEE MONTHLY ENGAGEMENT EVENTS	-
12 - 5236	CITY MANAGER OPER HR PROGRAMS	-	EMPLOYEE PHYSICAL FITNESS ASSESSMENTS	-
12 - 5236	CITY MANAGER OPER HR PROGRAMS	-	OPEN ENROLLMENT	-
12 - 5236	CITY MANAGER OPER HR PROGRAMS	-	LCW TRAINING CONSORTIUM	-
12 - 5236	CITY MANAGER OPER HR PROGRAMS	-	EMPLOYEE HEALTH & WELLNESS PROGRAMS	-
12 - 5237	CITY MANAGER OPER HR CONSULTANT	25,000		-
12 - 5237	CITY MANAGER OPER HR CONSULTANT	-	EXECUTIVE TRAINING	-
12 - 5237	CITY MANAGER OPER HR CONSULTANT	-	ANNUAL SALARY SURVEY	-
12 - 5238	CITY MANAGER OPER TUITION REIMBURSE	1,500		-

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12 - 5238	CITY MANAGER OPER TUITION REIMBURSE	-	MEA TUITION REIMBURSEMENT PROGRAM	-
12 - 5239	CITY MANAGER OPER DEPT APPLICATION	-		-
12 - 5261	CITY MANAGER OPER SUBSCRIPTIONS, ME	3,000		-
12 - 5291	CITY MANAGER OPER MISC. DEPT EXPENS	3,000		-
12 - 5292	CITY MANAGER OPER PRIOR YEAR ADJUST	-		-
12 - 5301	CITY MANAGER OPER OFFICE SUPPLIES	1,700		-
12 - 5303	CITY MANAGER OPER BOOKS, PRINTED MA	1,000		-
12 - 5306	CITY MANAGER OPER OFFICE EQUIPMENT	3,000		-
12 - 5309	CITY MANAGER OPER OTHER SUPPLIES	300		-
12 - 5322	CITY MANAGER OPER SMALL TOOLS	-		-
12 - 6603	CITY MANAGER OPER INTEREST EXPENSE	-		-
		271,200		

ECONOMIC DEVELOPMENT

12 - 5201	ECONOMIC DEVELOPM CONTRACT SERVICES	39,999		-
12 - 5201	ECONOMIC DEVELOPM CONTRACT SERVICES	-	MISC. CONSULTANT SERVICES	-
12 - 5202	ECONOMIC DEVELOPM PROF/CONSULTANT S	20,000		-
12 - 5212	ECONOMIC DEVELOPM TELEPHONE	-		-
12 - 5230	ECONOMIC DEVELOPM INTERNAL SERVICE	11,000		-
12 - 5261	ECONOMIC DEVELOPM SUBSCRIPTIONS, ME	165,000		-
12 - 5261	ECONOMIC DEVELOPM SUBSCRIPTIONS, ME	-	MCCVB ESTIMATED	161,500
12 - 5261	ECONOMIC DEVELOPM SUBSCRIPTIONS, ME	-	MONTEREY BUSINESS COUNCIL	500
12 - 5261	ECONOMIC DEVELOPM SUBSCRIPTIONS, ME	-	MONTEREY BAY ECONOMIC PARTNERSHIP	3,000
12 - 5291	ECONOMIC DEVELOPM MISC. DEPT EXPENS	-		-
12 - 5471	ECONOMIC DEVELOPM EDC CONTRIBUTION	50,000		-
12 - 5471	ECONOMIC DEVELOPM EDC CONTRIBUTION	-	EDC FUNDS - AMOUNT INCREASED BY \$12,000 PER INTERIM CITY MGR.	50,000
12 - 5601	ECONOMIC DEVELOPM SPECIAL PROGRAMS	26,250		-
12 - 5601	ECONOMIC DEVELOPM SPECIAL PROGRAMS	-	FACADE PROGRAM	26,250
		\$	312,249	

FINANCE

13 -. 5201	FINANCE & ACCOUNT CONTRACT SERVICES	218,000	-
13 -. 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	60,000
13 -. 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	4,000
13 -. 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	6,000
13 -. 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	3,000
13 -. 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	3,000
13 -. 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	18,000
13 -. 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	5,000
13 -. 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	63,000
13 -. 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	56,000
13 -. 5202	FINANCE & ACCOUNT PROF/CONSULTANT S	26,000	-
13 -. 5202	FINANCE & ACCOUNT PROF/CONSULTANT S	-	10,000
13 -. 5205	FINANCE & ACCOUNT LEGAL SERVICES	-	16,000
13 -. 5206	FINANCE & ACCOUNT DATA, COMMUNICATI	-	-
13 -. 5207	FINANCE & ACCOUNT MAINTENANCE SERVI	-	-
13 -. 5208	FINANCE & ACCOUNT CONTRACT PERSONNE	29,000	-
13 -. 5208	FINANCE & ACCOUNT CONTRACT PERSONNE	-	29,000
13 -. 5211	FINANCE & ACCOUNT POSTAGE	6,000	-
13 -. 5212	FINANCE & ACCOUNT TELEPHONE	-	-
13 -. 5213	FINANCE & ACCOUNT BANK FEES	38,000	-
13 -. 5213	FINANCE & ACCOUNT BANK FEES	-	23,000
13 -. 5213	FINANCE & ACCOUNT BANK FEES	-	5,000
13 -. 5213	FINANCE & ACCOUNT BANK FEES	-	10,000
13 -. 5215	FINANCE & ACCOUNT MEETING/TRAINING/	14,000	-
13 -. 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	800
13 -. 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	3,000
13 -. 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	2,000
13 -. 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	5,000
13 -. 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	500
13 -. 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	2,700
13 -. 5216	FINANCE & ACCOUNT ATTENDANCE COSTS	-	-
13 -. 5217	FINANCE & ACCOUNT TRAVEL, MEAL COST	-	-
13 -. 5220	FINANCE & ACCOUNT TRAINING	-	-
13 -. 5221	FINANCE & ACCOUNT ADVERTISING	600	-
13 -. 5222	FINANCE & ACCOUNT UTILITIES	18,000	-
13 -. 5224	FINANCE & ACCOUNT EQUIP REPAIR, MAI	-	-
13 -. 5225	FINANCE & ACCOUNT OPERATING LEASES/	8,000	-
13 -. 5226	FINANCE & ACCOUNT EQUIPMENT REPAIR	-	-
13 -. 5230	FINANCE & ACCOUNT INTERNAL SERVICE	54,000	-
13 -. 5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	1,000	-
13 -. 5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	300
13 -. 5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	350
13 -. 5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	150
13 -. 5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	50
13 -. 5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	150
13 -. 5291	FINANCE & ACCOUNT MISC. DEPT EXPENS	6,000	-
13 -. 5299	FINANCE & ACCOUNT MISC. SERVICES	-	-
13 -. 5301	FINANCE & ACCOUNT OFFICE SUPPLIES	9,000	-
13 -. 5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	4,000	-
13 -. 5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	1,500

FINANCE (cont.)

13 -. 5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	CAFR AWARD	500
13 -. 5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	BUDGET AWARD PLAQUE	500
13 -. 5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	GASB UPDATES (BLUE BOOK, CAPITAL ASSETS, ETC)	500
13 -. 5303	FINANCE & ACCOUNT BOOKS, PRINTED MA	-	AWARD APPLICATIONS	1,000
13 -. 5306	FINANCE & ACCOUNT OFFICE EQUIPMENT	5,000		-
13 -. 5306	FINANCE & ACCOUNT OFFICE EQUIPMENT	-	COULD INCLUDE ERGONOMIC EQUIPMENT FOR COUNTER, CHAIRS	-
13 -. 5309	FINANCE & ACCOUNT OTHER SUPPLIES	500		-

\$ 437,100

INFORMATION TECHNOLOGY

13 -. 5201	INFORMATION SERVI CONTRACT SERVICES	114,000	-
13 -. 5201	INFORMATION SERVI CONTRACT SERVICES	-	10,000
13 -. 5201	INFORMATION SERVI CONTRACT SERVICES	-	15,000
13 -. 5201	INFORMATION SERVI CONTRACT SERVICES	-	8,000
13 -. 5201	INFORMATION SERVI CONTRACT SERVICES	-	20,000
13 -. 5201	INFORMATION SERVI CONTRACT SERVICES	-	39,000
13 -. 5201	INFORMATION SERVI CONTRACT SERVICES	-	10,000
13 -. 5201	INFORMATION SERVI CONTRACT SERVICES	-	12,000
13 -. 5205	INFORMATION SERVI LEGAL SERVICES	-	-
13 -. 5206	INFORMATION SERVI DATA, COMMUNICATI	26,000	-
13 -. 5206	INFORMATION SERVI DATA, COMMUNICATI	-	26,000
13 -. 5207	INFORMATION SERVI MAINTENANCE SERVI	16,000	-
13 -. 5207	INFORMATION SERVI MAINTENANCE SERVI	-	5,000
13 -. 5207	INFORMATION SERVI MAINTENANCE SERVI	-	5,000
13 -. 5207	INFORMATION SERVI MAINTENANCE SERVI	-	3,000
13 -. 5207	INFORMATION SERVI MAINTENANCE SERVI	-	3,000
13 -. 5211	INFORMATION SERVI POSTAGE	200	-
13 -. 5211	INFORMATION SERVI POSTAGE	-	200
13 -. 5212	INFORMATION SERVI TELEPHONE	39,000	-
13 -. 5212	INFORMATION SERVI TELEPHONE	-	-
13 -. 5215	INFORMATION SERVI MEETING/TRAINING/	15,000	-
13 -. 5215	INFORMATION SERVI MEETING/TRAINING/	-	-
13 -. 5215	INFORMATION SERVI MEETING/TRAINING/	-	-
13 -. 5215	INFORMATION SERVI MEETING/TRAINING/	-	-
13 -. 5215	INFORMATION SERVI MEETING/TRAINING/	-	-
13 -. 5215	INFORMATION SERVI MEETING/TRAINING/	-	-
13 -. 5217	INFORMATION SERVI TRAVEL, MEAL COST	3,000	-
13 -. 5217	INFORMATION SERVI TRAVEL, MEAL COST	-	-
13 -. 5217	INFORMATION SERVI TRAVEL, MEAL COST	-	-
13 -. 5217	INFORMATION SERVI TRAVEL, MEAL COST	-	-
13 -. 5224	INFORMATION SERVI EQUIP REPAIR, MAI	10,000	-
13 -. 5224	INFORMATION SERVI EQUIP REPAIR, MAI	-	10,000
13 -. 5225	INFORMATION SERVI OPERATING LEASES/	-	-
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	101,500	-
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	32,000
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	5,000
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	7,000
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	7,000
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	7,000
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	15,000
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	5,000
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	1,500
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	2,000
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	5,000
13 -. 5229	INFORMATION SERVI SOFTWARE LICENSE	-	15,000
13 -. 5230	INFORMATION SERVI INTERNAL SERVICE	34,000	-
13 -. 5239	INFORMATION SERVI DEPT APPLICATION	98,300	-
13 -. 5239	INFORMATION SERVI DEPT APPLICATION	-	9,150
13 -. 5239	INFORMATION SERVI DEPT APPLICATION	-	12,500
13 -. 5239	INFORMATION SERVI DEPT APPLICATION	-	13,800
13 -. 5239	INFORMATION SERVI DEPT APPLICATION	-	5,000

INFORMATION TECHNOLOGY (Cont.)

DOCUSIGN

13 -. 5239	INFORMATION SERVI DEPT APPLICATION	- RECREATION MGMT SYSTEM SUPPORT / LICENSING	9,500
13 -. 5239	INFORMATION SERVI DEPT APPLICATION	- NEOGOV HR SOFTWARE	6,000
13 -. 5239	INFORMATION SERVI DEPT APPLICATION	- NETFILE - E-FILING & FORM 700	4,600
13 -. 5239	INFORMATION SERVI DEPT APPLICATION	- LASERFICHE - DOCUMENT MANAGEMENT SOFTWARE	25,750
13 -. 5239	INFORMATION SERVI DEPT APPLICATION	- DEBTBOOK SOFTWARE FOR FINANCE	12,000
13 -. 5261	INFORMATION SERVI SUBSCRIPTIONS, ME	2,700	-
13 -. 5261	INFORMATION SERVI SUBSCRIPTIONS, ME	- MISAC MEMBERSHIP, 2 STAFF @ 260 EACH	520
13 -. 5261	INFORMATION SERVI SUBSCRIPTIONS, ME	- QUICKSTART	1,560
13 -. 5261	INFORMATION SERVI SUBSCRIPTIONS, ME	- AMAZON	120
13 -. 5261	INFORMATION SERVI SUBSCRIPTIONS, ME	- LINKEDIN LEARNING	500
13 -. 5301	INFORMATION SERVI OFFICE SUPPLIES	1,000	-
13 -. 5301	INFORMATION SERVI OFFICE SUPPLIES	- SUPPLIES	1,000
13 -. 5303	INFORMATION SERVI BOOKS, PRINTED MA	300	-
13 -. 5303	INFORMATION SERVI BOOKS, PRINTED MA	- MISC	300
13 -. 5306	INFORMATION SERVI OFFICE EQUIPMENT	2,500	-
13 -. 5306	INFORMATION SERVI OFFICE EQUIPMENT	- TOOLS	1,500
13 -. 5306	INFORMATION SERVI OFFICE EQUIPMENT	- EQUIPMENT CART	500
13 -. 5306	INFORMATION SERVI OFFICE EQUIPMENT	- STORAGE SHELFs AND RACKS	500
13 -. 5307	INFORMATION SERVI COMPUTER HARDWARE	39,000	-
13 -. 5307	INFORMATION SERVI COMPUTER HARDWARE	- PRINTER REFRESH	4,000
13 -. 5307	INFORMATION SERVI COMPUTER HARDWARE	- COMPUTER ASSET REPLACEMENT	35,000

502,500

COMMUNITY DEVELOPMENT

20 - 5201	PLANNING & BUILDI CONTRACT SERVICES	975,000	-
20 - 5201	PLANNING & BUILDI CONTRACT SERVICES	-	INCREASED DUE TO ANTICIPATED ATC BUILDING PERMIT / PLAN CHECK ACTIVITY. WILL LIKELY 975,000
20 - 5201	PLANNING & BUILDI CONTRACT SERVICES	-	NEED FURTHER MIDYEAR INCREASE FOR INSPECTIONS. (INCREASED REVENUE WILL OFFSET). -
20 - 5202	PLANNING & BUILDI PROF/CONSULTANT S	476,982	-
20 - 5202	PLANNING & BUILDI PROF/CONSULTANT S	-	HARRIS CONTRACT APPROVED BY CITY COUNCIL FOR FY 24/25
20 - 5202	PLANNING & BUILDI PROF/CONSULTANT S	-	(JOE SIDOR AND PLANNING ASSISTANCE) 293,720
20 - 5202	PLANNING & BUILDI PROF/CONSULTANT S	-	RINCON - OUT OF SCOPE BUDGET AMENDMENT, ALTERNATE SITES ANALYSIS PER COUNCIL 50,000
20 - 5202	PLANNING & BUILDI PROF/CONSULTANT S	-	GOOD CITY CONTRACT SERVICES 48,762
20 - 5202	PLANNING & BUILDI PROF/CONSULTANT S	-	ENVIRONMENTAL ON-CALL SERVICES 50,000
20 - 5202	PLANNING & BUILDI PROF/CONSULTANT S	-	PROFESSIONAL SERVICES TO DESIGN STANDARD ADU PLAN, AS REQUIRED BY AB434 30,000
20 - 5202	PLANNING & BUILDI PROF/CONSULTANT S	-	ANNUAL DECKARD CONTRACT FOR SHORT-TERM RENTALS 4,500
20 - 5205	PLANNING & BUILDI LEGAL SERVICES	65,000	-
20 - 5205	PLANNING & BUILDI LEGAL SERVICES	-	BBK PLANNING AND LEGAL \$30,000 -
20 - 5205	PLANNING & BUILDI LEGAL SERVICES	-	BBK TELECOMMUNICATIONS \$35,000 -
20 - 5208	PLANNING & BUILDI CONTRACT PERSONNE	-	-
20 - 5209	PLANNING & BUILDI PROFESSIONAL SERV	-	-
20 - 5211	PLANNING & BUILDI POSTAGE	4,200	-
20 - 5212	PLANNING & BUILDI TELEPHONE	3,000	-
20 - 5212	PLANNING & BUILDI TELEPHONE	-	INCLUDES DATA PLAN FOR HANDHELD FIELD EQUIPMENT 500
20 - 5212	PLANNING & BUILDI TELEPHONE	-	PHONE EXPENSES 1,800
20 - 5212	PLANNING & BUILDI TELEPHONE	-	INCLUDE ANNUAL IPAD SERVICE FOR CODE COMPLIANCE 700
20 - 5213	PLANNING & BUILDI BANK FEES	28,000	-
20 - 5215	PLANNING & BUILDI MEETING/TRAINING/	20,000	-
20 - 5215	PLANNING & BUILDI MEETING/TRAINING/	-	THREE PLANNING COMMISSIONERS TO LEAGUE OF CITIES COMMISSIONER TRAINING, SPRING 2025 4,000
20 - 5215	PLANNING & BUILDI MEETING/TRAINING/	-	THREE CODE COMPLIANCE HEARING OFFICERS TRAINING IN COSTA MESA, FALL 2025 4,000
20 - 5215	PLANNING & BUILDI MEETING/TRAINING/	-	GENERAL STAFF TRAINING, INCLUDING CALIFORNIA APA CONFERENCE FOR PLANNERS 12,000
20 - 5216	PLANNING & BUILDI ATTENDANCE COSTS	-	-
20 - 5218	PLANNING & BUILDI EDUCATION INCENTI	1,500	-
20 - 5221	PLANNING & BUILDI ADVERTISING	15,000	-
20 - 5222	PLANNING & BUILDI UTILITIES	10,000	-
20 - 5224	PLANNING & BUILDI EQUIP REPAIR, MAI	750	-
20 - 5225	PLANNING & BUILDI OPERATING LEASES/	16,500	-
20 - 5225	PLANNING & BUILDI OPERATING LEASES/	-	IWORQ SOFTWARE SERVICE AGREEMENT 8,000
20 - 5225	PLANNING & BUILDI OPERATING LEASES/	-	KONICA (COPIER)-QUADIENT (MAIL MACHINE) 8,500
20 - 5226	PLANNING & BUILDI EQUIPMENT REPAIR	3,500	-
20 - 5227	PLANNING & BUILDI VEHICLE REPAIR	1,000	-
20 - 5229	PLANNING & BUILDI SOFTWARE LICENSE	35,000	-
20 - 5230	PLANNING & BUILDI INTERNAL SERVICE	115,000	-
20 - 5261	PLANNING & BUILDI SUBSCRIPTIONS, ME	5,000	-
20 - 5291	PLANNING & BUILDI MISC. DEPT EXPENS	13,000	INCREASED FOR OFFICE FURNITURE NEEDS -
20 - 5301	PLANNING & BUILDI OFFICE SUPPLIES	7,000	-
20 - 5303	PLANNING & BUILDI BOOKS, PRINTED MA	4,000	-
20 - 5306	PLANNING & BUILDI OFFICE EQUIPMENT	6,000	-
20 - 5309	PLANNING & BUILDI OTHER SUPPLIES	3,000	-
20 - 5309	PLANNING & BUILDI OTHER SUPPLIES	-	SUPPLIES FOR HOUSING ELEMENT/GENERAL PLAN UPDATE -
20 - 5309	PLANNING & BUILDI OTHER SUPPLIES	-	COMMUNITY OUTREACH MEETINGS -
20 - 5311	PLANNING & BUILDI VEHICLE FUEL	250	-

\$ 1,808,682

POLICE

30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	\$	240,000	-
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	SPECIAL PD EAP PROGRAM	10,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	MONTEREY COUNTY SHERIFF'S DEPARTMENT (CJIS-WARRANTS)	70,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	MARK43 (*NEW* PD RECORDS MGMT SYSTEM)	26,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	JOHNSON CONTROLS, INC/GENETEC (SURVEILLANCE SYSTEM)	4,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	MONTEREY PENINSULA SPECIAL RESPONSE UNIT	5,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	BACKGROUND INVESTIGATIONS, POLYGRAPH, MEDICALS, LIVESCAN	13,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	LEXIPOL LLC	10,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	SPCA MONTEREY COUNTY	12,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	CALEA (ACCREDITATION) & POWERDMS (SOFTWARE)	7,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	LEFTA (FTO, TRAINING SOFTWARE)	20,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	LANGUAGE LINE (TRANSLATION SERVICES)	4,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	SPEAK WRITE (TRANSCRIPTION SERVICES)	8,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	DEPARTMENT OF JUSTICE	6,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	ARCHIVE SOCIAL	3,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	SAME DAY SHRED	2,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	AMERIPRIDE	5,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	DRINKING WATER SERVICES	1,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	TRACNET	19,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	MISC (SHARPS, LAB, COVANTA)	12,000
30 - 5201	POLICE OPERATIONS CONTRACT SERVICES	-	VERITONE: RIPA	3,000
30 - 5202	POLICE OPERATIONS PROF/CONSULTANT S	10,000		-
30 - 5205	POLICE OPERATIONS LEGAL SERVICES	10,000		-
30 - 5205	POLICE OPERATIONS LEGAL SERVICES	-	LEGAL SERVICES	-
30 - 5206	POLICE OPERATIONS DATA, COMMUNICATI	42,000		-
30 - 5206	POLICE OPERATIONS DATA, COMMUNICATI	-	VERIZON WIRELESS (PATROL VEHICLES)	9,000
30 - 5206	POLICE OPERATIONS DATA, COMMUNICATI	-	VERIZON BUSINESS (ACCESS PORT-STATION)	9,000
30 - 5206	POLICE OPERATIONS DATA, COMMUNICATI	-	AT&T	5,000
30 - 5206	POLICE OPERATIONS DATA, COMMUNICATI	-	FIRSTNET (CELL PHONES)	19,000
30 - 5207	POLICE OPERATIONS MAINTENANCE SERVI	-		-
30 - 5208	POLICE OPERATIONS CONTRACT PERSONNE	-		-
30 - 5211	POLICE OPERATIONS POSTAGE	2,000		-
30 - 5211	POLICE OPERATIONS POSTAGE	-	POSTAGE EXPENSES-FED EX	-
30 - 5212	POLICE OPERATIONS TELEPHONE	1,600		-
30 - 5213	POLICE OPERATIONS BANK FEES	55,000		-
30 - 5213	POLICE OPERATIONS BANK FEES	-	PARKING METER BANK FEES	55,000
30 - 5215	POLICE OPERATIONS MEETING/TRAINING/	80,000		-
30 - 5215	POLICE OPERATIONS MEETING/TRAINING/	-	DEPARTMENT TRAINING	65,000
30 - 5215	POLICE OPERATIONS MEETING/TRAINING/	-	TRAINING PER DIEM INCREASES	15,000
30 - 5216	POLICE OPERATIONS ATTENDANCE COSTS	-		-
30 - 5218	POLICE OPERATIONS EDUCATION INCENTI	-		-
30 - 5219	POLICE OPERATIONS POST TRAINING	-		-
30 - 5220	POLICE OPERATIONS TRAINING	-		-
30 - 5222	POLICE OPERATIONS UTILITIES	36,000		-
30 - 5223	POLICE OPERATIONS BLDG REPAIR, MAIN	6,500		-
30 - 5224	POLICE OPERATIONS EQUIP REPAIR, MAI	20,000		-
30 - 5225	POLICE OPERATIONS OPERATING LEASES/	7,000		-
30 - 5225	POLICE OPERATIONS OPERATING LEASES/	-	KONICA COPY/FAX/SCAN LEASE	7,000
30 - 5226	POLICE OPERATIONS EQUIPMENT REPAIR	-		-

POLICE (cont.)

30 - 5227	POLICE OPERATIONS VEHICLE REPAIR	40,000	-
30 - 5230	POLICE OPERATIONS INTERNAL SERVICE	360,000	-
30 - 5232	POLICE OPERATIONS INSURANCE CLAIMS	-	-
30 - 5251	POLICE OPERATIONS PRISONER EXPENSES	-	-
30 - 5261	POLICE OPERATIONS SUBSCRIPTIONS, ME	5,000	-
30 - 5261	POLICE OPERATIONS SUBSCRIPTIONS, ME	-	CPOA CPCA CAPE CLEARS MCCLEOA CALPAC IACP FBI ETC. 5,000
30 - 5275	POLICE OPERATIONS SAFETY EQUIP	25,000	-
30 - 5275	POLICE OPERATIONS SAFETY EQUIP	-	BULLETPROOF VESTS (PARTIALLY REIMBURSED BY GRANT) 8,000
30 - 5275	POLICE OPERATIONS SAFETY EQUIP	-	PPE 5,000
30 - 5275	POLICE OPERATIONS SAFETY EQUIP	-	MISC. REPLACEMENT EQUIP (TASERS, RADIOS, ETC.) 12,000
30 - 5291	POLICE OPERATIONS MISC. DEPT EXPENS	30,000	-
30 - 5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	BADGES 2,000
30 - 5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	SUMMIT UNIFORMS (NEW HIRES) 4,000
30 - 5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	CSO SUPPLIES: ANIMAL & PARKING 2,000
30 - 5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	PROPERTY & EVIDENCE SUPPLIES, CSI 5,000
30 - 5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	PUBLIC OUTREACH SUPPLIES 2,000
30 - 5291	POLICE OPERATIONS MISC. DEPT EXPENS	-	OTHER MISC. 15,000
30 - 5301	POLICE OPERATIONS OFFICE SUPPLIES	16,000	-
30 - 5301	POLICE OPERATIONS OFFICE SUPPLIES	-	STAPLES, OFFICE DEPOT 10,000
30 - 5301	POLICE OPERATIONS OFFICE SUPPLIES	-	PRINTING CITE BOOKS 2,000
30 - 5301	POLICE OPERATIONS OFFICE SUPPLIES	-	MISC. 4,000
30 - 5302	POLICE OPERATIONS PRINTING SUPPLIES	-	-
30 - 5306	POLICE OPERATIONS OFFICE EQUIPMENT	10,000	-
30 - 5306	POLICE OPERATIONS OFFICE EQUIPMENT	-	CHAIRS, FURNITURE 10,000
30 - 5309	POLICE OPERATIONS OTHER SUPPLIES	-	-
30 - 5311	POLICE OPERATIONS VEHICLE FUEL	35,000	-
30 - 5312	POLICE OPERATIONS VEHICLE TIRES	-	-
30 - 5313	POLICE OPERATIONS GOLF RENTAL EQUIP	-	-
30 - 5316	POLICE OPERATIONS AMMUNITION	15,000	-
30 - 5316	POLICE OPERATIONS AMMUNITION	-	RIFLE AMMUNITION
30 - 5316	POLICE OPERATIONS AMMUNITION	-	HANDGUN AMMUNITION
30 - 5316	POLICE OPERATIONS AMMUNITION	-	POLICE ACADEMY RECRUIT TRAINING
30 - 5352	POLICE OPERATIONS CHEMICAL SUPPLIES	-	-
		\$ 1,046,100	

FIRE

35 - 5201	FIRE OPERATIONS CONTRACT SERVICES	\$	3,377,000	-
35 - 5201	FIRE OPERATIONS CONTRACT SERVICES	-	ESTIMATE FROM CITY OF MONTEREY FIRE DEPARTMENT	3,273,000
35 - 5201	FIRE OPERATIONS CONTRACT SERVICES	-	ADDITIONAL CONTRACT PERSONNEL COSTS FOR PARAMEDIC PROGRAM	54,000
35 - 5201	FIRE OPERATIONS CONTRACT SERVICES	-	POTENTIAL TRUE-UP	50,000
35 - 5205	FIRE OPERATIONS LEGAL SERVICES	-		-
35 - 5206	FIRE OPERATIONS DATA, COMMUNICATI	-		-
35 - 5207	FIRE OPERATIONS MAINTENANCE SERVI	1,600		-
35 - 5211	FIRE OPERATIONS POSTAGE	-		-
35 - 5212	FIRE OPERATIONS TELEPHONE	800		-
35 - 5222	FIRE OPERATIONS UTILITIES	15,000		-
35 - 5223	FIRE OPERATIONS BLDG REPAIR, MAIN	-		-
35 - 5224	FIRE OPERATIONS EQUIP REPAIR, MAI	2,000		-
35 - 5225	FIRE OPERATIONS OPERATING LEASES/	-		-
35 - 5226	FIRE OPERATIONS EQUIPMENT REPAIR	6,000		-
35 - 5227	FIRE OPERATIONS VEHICLE REPAIR	25,000		-
35 - 5230	FIRE OPERATIONS INTERNAL SERVICE	101,000		-
35 - 5275	FIRE OPERATIONS SAFETY EQUIP	-		-
35 - 5277	FIRE OPERATIONS VOLUNTEER EXPENSE	-		-
35 - 5291	FIRE OPERATIONS MISC. DEPT EXPENS	10,000		-
35 - 5292	FIRE OPERATIONS PRIOR YEAR ADJUST	-		-
35 - 5295	FIRE OPERATIONS FIRE PREVENTION	35,000		-
35 - 5295	FIRE OPERATIONS FIRE PREVENTION	-	FIRE PLAN CHECKS	35,000
35 - 5301	FIRE OPERATIONS OFFICE SUPPLIES	-		-
35 - 5302	FIRE OPERATIONS PRINTING SUPPLIES	-		-
35 - 5305	FIRE OPERATIONS JANITORIAL SUPPLI	200		-
35 - 5306	FIRE OPERATIONS OFFICE EQUIPMENT	-		-
35 - 5309	FIRE OPERATIONS OTHER SUPPLIES	10,000		-
35 - 5309	FIRE OPERATIONS OTHER SUPPLIES	-	PARAMEDIC PROGRAM SUPPLIES, HEART MONITOR SVC	10,000
35 - 5311	FIRE OPERATIONS VEHICLE FUEL	15,000		-
35 - 5312	FIRE OPERATIONS VEHICLE TIRES	-		-
35 - 5322	FIRE OPERATIONS SMALL TOOLS	1,000		-
35 - 5352	FIRE OPERATIONS CHEMICAL SUPPLIES	-		-
35 - 5371	FIRE OPERATIONS DISASTER SUPPLIES	-		-
		\$	3,599,600	

LIBRARY

40 - 5201	LIBRARY OPERATION CONTRACT SERVICES	\$	40,000	-
40 - 5201	LIBRARY OPERATION CONTRACT SERVICES	-	PACIFIC LIBRARY PARTNERSHIP	8,641
40 - 5201	LIBRARY OPERATION CONTRACT SERVICES	-	SENTRY ALARM	2,500
40 - 5201	LIBRARY OPERATION CONTRACT SERVICES	-	CITY OF MONTEREY	3,671
40 - 5201	LIBRARY OPERATION CONTRACT SERVICES	-	BYWATER SOLUTIONS	8,166
40 - 5201	LIBRARY OPERATION CONTRACT SERVICES	-	LIBRARICA LLC	300
40 - 5201	LIBRARY OPERATION CONTRACT SERVICES	-	BAKER & TAYLOR	3,100
40 - 5201	LIBRARY OPERATION CONTRACT SERVICES	-	CALIFA GROUP	6,411
40 - 5201	LIBRARY OPERATION CONTRACT SERVICES	-	CROZIER STUDIOS	1,300
40 - 5201	LIBRARY OPERATION CONTRACT SERVICES	-	MITEL SERVICE CHARGES, MISC CONTRACTS	5,911
40 - 5205	LIBRARY OPERATION LEGAL SERVICES	-		-
40 - 5211	LIBRARY OPERATION POSTAGE	-		-
40 - 5212	LIBRARY OPERATION TELEPHONE	1,000		-
40 - 5213	LIBRARY OPERATION BANK FEES	-		-
40 - 5215	LIBRARY OPERATION MEETING/TRAINING/	3,500		-
40 - 5215	LIBRARY OPERATION MEETING/TRAINING/	-	CLA/ALA CONFERENCE	-
40 - 5215	LIBRARY OPERATION MEETING/TRAINING/	-	MISC STAFF TRAININGS & MEETINGS	-
40 - 5215	LIBRARY OPERATION MEETING/TRAINING/	-	PUBLIC LIBRARY CONFERENCE	-
40 - 5217	LIBRARY OPERATION TRAVEL, MEAL COST	-		-
40 - 5218	LIBRARY OPERATION EDUCATION INCENTI	-		-
40 - 5220	LIBRARY OPERATION TRAINING	-		-
40 - 5221	LIBRARY OPERATION ADVERTISING	-		-
40 - 5222	LIBRARY OPERATION UTILITIES	37,200		-
40 - 5223	LIBRARY OPERATION BLDG REPAIR, MAIN	12,200		-
40 - 5223	LIBRARY OPERATION BLDG REPAIR, MAIN	-	LUTRON, CARPET CLEANING, MISC.	-
40 - 5224	LIBRARY OPERATION EQUIP REPAIR, MAI	-		-
40 - 5225	LIBRARY OPERATION OPERATING LEASES/	7,000		-
40 - 5226	LIBRARY OPERATION EQUIPMENT REPAIR	-		-
40 - 5230	LIBRARY OPERATION INTERNAL SERVICE	46,000		-
40 - 5291	LIBRARY OPERATION MISC. DEPT EXPENS	6,500		-
40 - 5301	LIBRARY OPERATION OFFICE SUPPLIES	12,000		-
40 - 5303	LIBRARY OPERATION BOOKS, PRINTED MA	40,750		-
40 - 5304	LIBRARY OPERATION ELECTRONIC MATLS	-		-
40 - 5306	LIBRARY OPERATION OFFICE EQUIPMENT	8,000		-
40 - 5309	LIBRARY OPERATION OTHER SUPPLIES	-		-
		\$	214,150	

MUSEUM

41 - 5201	MUSEUM OPERATIONS CONTRACT SERVICES	342,300	-
41 - 5201	MUSEUM OPERATIONS CONTRACT SERVICES	-	342,300
41 - 5202	MUSEUM OPERATIONS PROF/CONSULTANT S	-	-
41 - 5205	MUSEUM OPERATIONS LEGAL SERVICES	-	-
41 - 5206	MUSEUM OPERATIONS DATA, COMMUNICATI	-	-
41 - 5207	MUSEUM OPERATIONS MAINTENANCE SERVI	-	-
41 - 5208	MUSEUM OPERATIONS CONTRACT PERSONNE	-	-
41 - 5211	MUSEUM OPERATIONS POSTAGE	-	-
41 - 5212	MUSEUM OPERATIONS TELEPHONE	-	-
41 - 5215	MUSEUM OPERATIONS MEETING/TRAINING/	-	-
41 - 5217	MUSEUM OPERATIONS TRAVEL, MEAL COST	-	-
41 - 5221	MUSEUM OPERATIONS ADVERTISING	-	-
41 - 5222	MUSEUM OPERATIONS UTILITIES	8,000	-
41 - 5223	MUSEUM OPERATIONS BLDG REPAIR, MAIN	25,000	-
41 - 5223	MUSEUM OPERATIONS BLDG REPAIR, MAIN	-	25,000
41 - 5225	MUSEUM OPERATIONS OPERATING LEASES/	-	-
41 - 5226	MUSEUM OPERATIONS EQUIPMENT REPAIR	-	-
41 - 5230	MUSEUM OPERATIONS INTERNAL SERVICE	9,000	-
41 - 5231	MUSEUM OPERATIONS INSURANCE	-	-
41 - 5261	MUSEUM OPERATIONS SUBSCRIPTIONS, ME	-	-
41 - 5301	MUSEUM OPERATIONS OFFICE SUPPLIES	-	-
41 - 5305	MUSEUM OPERATIONS JANITORIAL SUPPLI	-	-
41 - 5306	MUSEUM OPERATIONS OFFICE EQUIPMENT	-	-
41 - 5309	MUSEUM OPERATIONS OTHER SUPPLIES	-	-
		\$ 384,300	

RECREATION

42 - 5201	RECREATION OPERAT CONTRACT SERVICES	10,000		-
42 - 5201	RECREATION OPERAT CONTRACT SERVICES	-	PROGRAM RELATED CONTRACTS	5,000
42 - 5201	RECREATION OPERAT CONTRACT SERVICES	-	MISC CONTRACTS	5,000
42 - 5205	RECREATION OPERAT LEGAL SERVICES	-		-
42 - 5207	RECREATION OPERAT MAINTENANCE SERVI	-		-
42 - 5208	RECREATION OPERAT CONTRACT PERSONNE	45,000		-
42 - 5208	RECREATION OPERAT CONTRACT PERSONNE	-	INCREASED CONTRACTED INSTRUCTOR PROGRAMS: DANCE,	45,000
42 - 5208	RECREATION OPERAT CONTRACT PERSONNE	-	CHESS CLUB, YOGA - REVENUE GENERATING PROGRAMS	-
42 - 5211	RECREATION OPERAT POSTAGE	1,000		-
42 - 5212	RECREATION OPERAT TELEPHONE	4,000		-
42 - 5213	RECREATION OPERAT BANK FEES	30,000		-
42 - 5213	RECREATION OPERAT BANK FEES	-	INCREASED FEES DUE TO INCREASED PROGRAMMING	30,000
42 - 5215	RECREATION OPERAT MEETING/TRAINING/	-		-
42 - 5216	RECREATION OPERAT ATTENDANCE COSTS	-		-
42 - 5217	RECREATION OPERAT TRAVEL, MEAL COST	2,500		-
42 - 5217	RECREATION OPERAT TRAVEL, MEAL COST	-	ANTICIPATED TRAINING	2,500
42 - 5221	RECREATION OPERAT ADVERTISING	16,500		-
42 - 5221	RECREATION OPERAT ADVERTISING	-	ACTIVITY GUIDE / MAILING / SUMMER HIRING	16,500
42 - 5222	RECREATION OPERAT UTILITIES	236,737		-
42 - 5222	RECREATION OPERAT UTILITIES	-	INCREASED UTILITIES BASED ON YTD ACTUALS	236,737
42 - 5223	RECREATION OPERAT BLDG REPAIR, MAIN	30,000		-
42 - 5223	RECREATION OPERAT BLDG REPAIR, MAIN	-	REQUIRED ELEVATOR REPAIRS TO ENSURE COMPLIANCE W/STATE LAW & SAFETY REGS	30,000
42 - 5224	RECREATION OPERAT EQUIP REPAIR, MAI	-		-
42 - 5225	RECREATION OPERAT OPERATING LEASES/	1,000		-
42 - 5226	RECREATION OPERAT EQUIPMENT REPAIR	5,000		-
42 - 5226	RECREATION OPERAT EQUIPMENT REPAIR	-	MISC EQUIPMENT REPAIR NEEDS - AGING FACILITY/EQUIPMENT	5,000
42 - 5227	RECREATION OPERAT VEHICLE REPAIR	1,000		-
42 - 5230	RECREATION OPERAT INTERNAL SERVICE	52,000		-
42 - 5231	RECREATION OPERAT INSURANCE	-		-
42 - 5261	RECREATION OPERAT SUBSCRIPTIONS, ME	2,500		-
42 - 5291	RECREATION OPERAT MISC. DEPT EXPENS	-		-
42 - 5292	RECREATION OPERAT PRIOR YEAR ADJUST	-		-
42 - 5301	RECREATION OPERAT OFFICE SUPPLIES	6,000		-
42 - 5303	RECREATION OPERAT BOOKS, PRINTED MA	-		-
42 - 5305	RECREATION OPERAT JANITORIAL SUPPLI	4,000		-
42 - 5305	RECREATION OPERAT JANITORIAL SUPPLI	-	INCREASED BY \$1,000 DUE TO MORE PROGRAMS	4,000
42 - 5306	RECREATION OPERAT OFFICE EQUIPMENT	-		-
42 - 5309	RECREATION OPERAT OTHER SUPPLIES	5,000		-
42 - 5309	RECREATION OPERAT OTHER SUPPLIES	-	INCREASED BY \$1,000 DUE TO MORE PROGRAMS	5,000
42 - 5311	RECREATION OPERAT VEHICLE FUEL	1,100		-
42 - 5312	RECREATION OPERAT VEHICLE TIRES	-		-
42 - 5352	RECREATION OPERAT CHEMICAL SUPPLIES	-		-
42 - 5361	RECREATION OPERAT RECREATION SUPPLI	38,195		-
42 - 5361	RECREATION OPERAT RECREATION SUPPLI	-	NEEDS FOR INCREASED PRGMS - INCLUDING PRESCHOOL, YOUTH	38,195
42 - 5362	RECREATION OPERAT SPECIAL EVENT SUP	-		-
42 - 5363	RECREATION OPERAT ARTS PROMOTION EX	-		-
42 - 5401	RECREATION OPERAT FUND TRANSFERS	-		-
42 - 5504	RECREATION OPERAT REC PRO SHOP INVE	1,000		-
42 - 5802	RECREATION OPERAT PRINCIPAL PMTS	-		-
		\$	492,532	

PUBLIC WORKS

50 - 5201	PUBLIC WORKS ADMI CONTRACT SERVICES	\$	130,000	-
50 - 5201	PUBLIC WORKS ADMI CONTRACT SERVICES	-	GULL ABATMENT	25,000
50 - 5201	PUBLIC WORKS ADMI CONTRACT SERVICES	-	5K MISC. CONTRACT SERVICES	5,000
50 - 5201	PUBLIC WORKS ADMI CONTRACT SERVICES	-	CLIMATE ACTION AND ADAPTATION PLAN	100,000
50 - 5201	MECHANICAL CONTRACT SERVICES	-		-
50 - 5201	BUILDINGS & GROUND CONTRACT SERVICES	185,000		-
50 - 5201	BUILDINGS & GROUND CONTRACT SERVICES	-	LANDSCAPING SERVICES PERKINS PARK (REIMBURS)	25,000
50 - 5201	BUILDINGS & GROUND CONTRACT SERVICES	-	ALARM SERVICES	20,000
50 - 5201	BUILDINGS & GROUND CONTRACT SERVICES	-	LINEN & UNIFORM CLEANING	35,000
50 - 5201	BUILDINGS & GROUND CONTRACT SERVICES	-	MONARCH BUTTERFLY CONSULTING	10,000
50 - 5201	BUILDINGS & GROUND CONTRACT SERVICES	-	MUSEUM JANITORIAL	35,000
50 - 5201	BUILDINGS & GROUND CONTRACT SERVICES	-	MISC. CONTRACT SERVICES	22,000
50 - 5201	BUILDINGS & GROUND CONTRACT SERVICES	-	CITY HALL SUPPLEMENTAL JANITORIAL	10,000
50 - 5201	BUILDINGS & GROUND CONTRACT SERVICES	-	GOPHER/MOLE SERVICES PARKS	8,000
50 - 5201	BUILDINGS & GROUND CONTRACT SERVICES	-	PARK MOWING	20,000
50 - 5201	STREET CLEANING CONTRACT SERVICES	225,720		-
50 - 5201	STREET CLEANING CONTRACT SERVICES	-	STREET SWEEPING CONTRACT	225,720
50 - 5201	STREET MAINTENANCE CONTRACT SERVICES	159,000		-
50 - 5201	STREET MAINTENANCE CONTRACT SERVICES	-	STORMWATER MONITORING	40,000
50 - 5201	STREET MAINTENANCE CONTRACT SERVICES	-	IWORQ	1,200
50 - 5201	STREET MAINTENANCE CONTRACT SERVICES	-	MISC STREET MAINTENANCE CONTRACT SERVICES	22,800
50 - 5201	STREET MAINTENANCE CONTRACT SERVICES	-	CONCRETE WORK	75,000
50 - 5201	STREET MAINTENANCE CONTRACT SERVICES	-	TRAFFIC SIGNAL MAINT & REPAIRS	20,000
50 - 5201	FORESTRY CONTRACT SERVICES	445,000		-
50 - 5201	FORESTRY CONTRACT SERVICES	-	MISC CONTRACT SERVICES	25,000
50 - 5201	FORESTRY CONTRACT SERVICES	-	STU WEISS - MONARCH SANCT. MGMT PLAN	10,000
50 - 5201	FORESTRY CONTRACT SERVICES	-	ARBORIST SERVICES	115,000
50 - 5201	FORESTRY CONTRACT SERVICES	-	BUTTERFLY SANCT. MATCHING FUNDINGS	25,000
50 - 5201	FORESTRY CONTRACT SERVICES	-	TREE SERVICES	270,000
50 - 5202	PUBLIC WORKS ADMI PROF/CONSULTANTS	-		-
50 - 5202	FORESTRY PROF/CONSULTANTS	-		-
50 - 5205	STREET MAINTENANCE LEGAL SERVICES	-		-
50 - 5205	FORESTRY LEGAL SERVICES	-		-
50 - 5206	PUBLIC WORKS ADMI DATA, COMMUNICATIONS	-		-
50 - 5206	FORESTRY DATA, COMMUNICATIONS	-		-
50 - 5207	PUBLIC WORKS ADMI MAINTENANCE SERVICES	-		-
50 - 5207	MECHANICAL MAINTENANCE SERVICES	-		-
50 - 5207	BUILDINGS & GROUND MAINTENANCE SERVICES	-		-
50 - 5207	STREET MAINTENANCE MAINTENANCE SERVICES	-		-
50 - 5207	FORESTRY MAINTENANCE SERVICES	-		-
50 - 5208	PUBLIC WORKS ADMI CONTRACT PERSONNEL	-		-
50 - 5208	BUILDINGS & GROUND CONTRACT PERSONNEL	-		-
50 - 5208	STREET MAINTENANCE CONTRACT PERSONNEL	-		-
50 - 5208	FORESTRY CONTRACT PERSONNEL	-		-
50 - 5211	PUBLIC WORKS ADMI POSTAGE	4,000		-
50 - 5211	MECHANICAL POSTAGE	-		-
50 - 5211	BUILDINGS & GROUND POSTAGE	-		-
50 - 5211	STREET MAINTENANCE POSTAGE	-		-

PUBLIC WORKS (Cont.)

50 - 5211	FORESTRY POSTAGE	-	-
50 - 5212	PUBLIC WORKS ADM TELEPHONE	10,667	-
50 - 5212	FORESTRY TELEPHONE	-	-
50 - 5213	PUBLIC WORKS ADM BANK FEES	5,000	-
50 - 5213	PUBLIC WORKS ADM BANK FEES	-	USE OF EV CHARGING STATION 5,000
50 - 5215	PUBLIC WORKS ADM MEETING/TRAINING/	6,000	-
50 - 5215	MECHANICAL MEETING/TRAINING/	-	-
50 - 5215	BUILDINGS & GROUND MEETING/TRAINING/	-	-
50 - 5215	STREET MAINTENANCE MEETING/TRAINING/	-	-
50 - 5215	FORESTRY MEETING/TRAINING/	-	-
50 - 5216	FORESTRY ATTENDANCE COSTS	-	-
50 - 5217	PUBLIC WORKS ADM TRAVEL, MEAL COST	-	-
50 - 5217	MECHANICAL TRAVEL, MEAL COST	-	-
50 - 5217	STREET MAINTENANCE TRAVEL, MEAL COST	-	-
50 - 5217	FORESTRY TRAVEL, MEAL COST	-	-
50 - 5218	PUBLIC WORKS ADM EDUCATION INCENTIVE	-	-
50 - 5218	FORESTRY EDUCATION INCENTIVE	-	-
50 - 5221	PUBLIC WORKS ADM ADVERTISING	4,000	-
50 - 5221	PUBLIC WORKS ADM ADVERTISING	-	ADVERTISING FOR CIP 4,000
50 - 5222	PUBLIC WORKS ADM UTILITIES	50,000	-
50 - 5222	MECHANICAL UTILITIES	2,000	-
50 - 5222	BUILDINGS & GROUND UTILITIES	190,000	-
50 - 5222	STREET CLEANING UTILITIES	-	-
50 - 5222	STREET MAINTENANCE UTILITIES	38,380	-
50 - 5222	FORESTRY UTILITIES	-	-
50 - 5223	PUBLIC WORKS ADM BLDG REPAIR, MAIN	5,000	-
50 - 5223	PUBLIC WORKS ADM BLDG REPAIR, MAIN	-	MINOR ADMIN OFFICE REPAIR NEEDS 5,000
50 - 5223	MECHANICAL BLDG REPAIR, MAIN	-	-
50 - 5223	BUILDINGS & GROUND BLDG REPAIR, MAIN	200,000	-
50 - 5223	BUILDINGS & GROUND BLDG REPAIR, MAIN	-	REPAIR AND MAINTENANCE ASSOCIATED WITH AGING FACILITIES, INCREASED NEEDS 200,000
50 - 5223	STREET MAINTENANCE BLDG REPAIR, MAIN	-	-
50 - 5223	FORESTRY BLDG REPAIR, MAIN	-	-
50 - 5224	PUBLIC WORKS ADM EQUIP REPAIR, MAIN	-	-
50 - 5224	BUILDINGS & GROUND EQUIP REPAIR, MAIN	20,000	-
50 - 5224	FORESTRY EQUIP REPAIR, MAIN	-	-
50 - 5225	PUBLIC WORKS ADM OPERATING LEASES/	10,000	-
50 - 5225	PUBLIC WORKS ADM OPERATING LEASES/	-	COPIER LEASE 10,000
50 - 5225	MECHANICAL OPERATING LEASES/	-	-
50 - 5225	BUILDINGS & GROUND OPERATING LEASES/	-	-
50 - 5225	STREET CLEANING OPERATING LEASES/	-	-
50 - 5225	STREET MAINTENANCE OPERATING LEASES/	-	-
50 - 5225	FORESTRY OPERATING LEASES/	-	-
50 - 5226	PUBLIC WORKS ADM EQUIPMENT REPAIR	-	-
50 - 5226	MECHANICAL EQUIPMENT REPAIR	3,000	-
50 - 5226	BUILDINGS & GROUND EQUIPMENT REPAIR	7,000	-
50 - 5226	STREET CLEANING EQUIPMENT REPAIR	-	-
50 - 5226	STREET MAINTENANCE EQUIPMENT REPAIR	25,000	-
50 - 5226	FORESTRY EQUIPMENT REPAIR	-	-
50 - 5227	PUBLIC WORKS ADM VEHICLE REPAIR	2,000	-
50 - 5227	MECHANICAL VEHICLE REPAIR	2,500	-

PUBLIC WORKS (Cont.)

50 - 5227	BUILDINGS & GROUND VEHICLE REPAIR	39,000	-
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50 - 5227	STREET CLEANING VEHICLE REPAIR	-	-
50 - 5227	STREET MAINTENANC VEHICLE REPAIR	8,500	-
50 - 5227	FORESTRY VEHICLE REPAIR	-	-
50 - 5230	PUBLIC WORKS ADMI INTERNAL SERVICE	245,000	-
50 - 5231	PUBLIC WORKS ADMI INSURANCE	-	-
50 - 5234	PUBLIC WORKS ADMI DENTAL CLAIMS	-	-
50 - 5261	PUBLIC WORKS ADMI SUBSCRIPTIONS, ME	3,000	-
50 - 5261	MECHANICAL SUBSCRIPTIONS, ME	-	-
50 - 5261	BUILDINGS & GROUND SUBSCRIPTIONS, ME	-	-
50 - 5261	FORESTRY SUBSCRIPTIONS, ME	-	-
50 - 5263	PUBLIC WORKS ADMI COMMITTEE EXPENSE	-	-
50 - 5263	FORESTRY COMMITTEE EXPENSE	-	-
50 - 5275	PUBLIC WORKS ADMI SAFETY EQUIP	3,000	-
50 - 5275	MECHANICAL SAFETY EQUIP	-	-
50 - 5275	BUILDINGS & GROUND SAFETY EQUIP	3,000	-
50 - 5275	BUILDINGS & GROUND SAFETY EQUIP	-	SAFETY BOOTS PER MOU 3,000
50 - 5275	STREET MAINTENANC SAFETY EQUIP	1,250	-
50 - 5275	STREET MAINTENANC SAFETY EQUIP	-	SAFETY BOOTS PER MOU 1,250
50 - 5275	FORESTRY SAFETY EQUIP	-	-
50 - 5276	PUBLIC WORKS ADMI FUEL SYSTEM REPAIR	-	-
50 - 5276	FORESTRY FUEL SYSTEM REPAIR	-	-
50 - 5291	PUBLIC WORKS ADMI MISC. DEPT EXPENS	6,500	-
50 - 5291	MECHANICAL MISC. DEPT EXPENS	2,000	-
50 - 5291	BUILDINGS & GROUND MISC. DEPT EXPENS	-	-
50 - 5291	STREET MAINTENANC MISC. DEPT EXPENS	10,000	-
50 - 5291	FORESTRY MISC. DEPT EXPENS	-	-
50 - 5300	FORESTRY SUPPLIES	-	-
50 - 5301	PUBLIC WORKS ADMI OFFICE SUPPLIES	16,000	-
50 - 5301	FORESTRY OFFICE SUPPLIES	-	-
50 - 5303	PUBLIC WORKS ADMI BOOKS, PRINTED MATERIALS	-	-
50 - 5303	MECHANICAL BOOKS, PRINTED MATERIALS	-	-
50 - 5303	FORESTRY BOOKS, PRINTED MATERIALS	-	-
50 - 5305	PUBLIC WORKS ADMI JANITORIAL SUPPLIES	-	-
50 - 5305	BUILDINGS & GROUND JANITORIAL SUPPLIES	47,000	-
50 - 5305	BUILDINGS & GROUND JANITORIAL SUPPLIES	-	JANITORIAL & SANITATION SUPPLY NEEDS FOR PUBLIC RESTROOMS AND FACILITIES 47,000
50 - 5305	FORESTRY JANITORIAL SUPPLIES	-	-
50 - 5306	PUBLIC WORKS ADMI OFFICE EQUIPMENT	-	-
50 - 5306	MECHANICAL OFFICE EQUIPMENT	-	-
50 - 5306	BUILDINGS & GROUND OFFICE EQUIPMENT	-	-
50 - 5306	STREET CLEANING OFFICE EQUIPMENT	-	-
50 - 5306	STREET MAINTENANC OFFICE EQUIPMENT	-	-
50 - 5309	PUBLIC WORKS ADMI OTHER SUPPLIES	14,000	-
50 - 5309	PUBLIC WORKS ADMI OTHER SUPPLIES	-	VOLUNTEER PROGRAM EXPENSES 6,000
50 - 5309	PUBLIC WORKS ADMI OTHER SUPPLIES	-	MISC. DEPT SUPPLIES 8,000
50 - 5309	MECHANICAL OTHER SUPPLIES	25,000	-
50 - 5309	MECHANICAL OTHER SUPPLIES	-	AGING FLEET 25,000
50 - 5309	BUILDINGS & GROUND OTHER SUPPLIES	35,000	-
50 - 5309	BUILDINGS & GROUND OTHER SUPPLIES	-	VARIOUS SUPPLIES - MATS, RAGS, PLUMBING AND ELECTRICAL PARTS, ETC. 35,000
50 - 5309	STREET CLEANING OTHER SUPPLIES	-	-

PUBLIC WORKS (Cont.)

50 - 5309	STREET MAINTENANC OTHER SUPPLIES	73,000	-
50 - 5309	STREET MAINTENANC OTHER SUPPLIES	-	VARIOUS STREET MAINT. SUPPLY NEEDS: HOT MIX, BARRICADES, SIGNS, POLES, ETC. 73,000
50 - 5309	FORESTRY OTHER SUPPLIES	70,000	-

50 - 5309	FORESTRY OTHER SUPPLIES	-	INCREASED COMMUNITY TREE PLANTING	70,000
50 - 5311	PUBLIC WORKS ADMI VEHICLE FUEL	1,500		-
50 - 5311	MECHANICAL VEHICLE FUEL	1,000		-
50 - 5311	BUILDINGS & GROUND VEHICLE FUEL	13,000		-
50 - 5311	STREET CLEANING VEHICLE FUEL	-		-
50 - 5311	STREET MAINTENANCE VEHICLE FUEL	7,000		-
50 - 5311	FORESTRY VEHICLE FUEL	-		-
50 - 5312	PUBLIC WORKS ADMI VEHICLE TIRES	-		-
50 - 5312	MECHANICAL VEHICLE TIRES	-		-
50 - 5312	BUILDINGS & GROUND VEHICLE TIRES	-		-
50 - 5312	STREET CLEANING VEHICLE TIRES	-		-
50 - 5312	STREET MAINTENANCE VEHICLE TIRES	-		-
50 - 5312	FORESTRY VEHICLE TIRES	-		-
50 - 5314	BUILDINGS & GROUND MEMORIAL BENCH SUPP	-		-
50 - 5322	PUBLIC WORKS ADMI SMALL TOOLS	-		-
50 - 5322	MECHANICAL SMALL TOOLS	3,500		-
50 - 5322	MECHANICAL SMALL TOOLS	-	VARIOUS SMALL TOOLS FOR FLEET MAINTENANCE/REPAIRS	3,500
50 - 5322	BUILDINGS & GROUND SMALL TOOLS	5,000		-
50 - 5322	BUILDINGS & GROUND SMALL TOOLS	-	VARIOUS SMALL TOOL NEEDS FOR BUILDING AND GROUNDS OPERATIONS	5,000
50 - 5322	STREET MAINTENANCE SMALL TOOLS	-		-
50 - 5322	FORESTRY SMALL TOOLS	-		-
50 - 5324	BUILDINGS & GROUND CONSTRUCTION SUPP	-		-
50 - 5324	FORESTRY CONSTRUCTION SUPP	-		-
50 - 5325	STREET MAINTENANCE HAZ WASTE DISPOSAL	-		-
50 - 5325	FORESTRY HAZ WASTE DISPOSAL	-		-
50 - 5331	PUBLIC WORKS ADMI STREET SUPPLIES	-		-
50 - 5331	BUILDINGS & GROUND STREET SUPPLIES	-		-
50 - 5331	STREET MAINTENANCE STREET SUPPLIES	40,000		-
50 - 5331	FORESTRY STREET SUPPLIES	-		-
50 - 5337	MECHANICAL INVENTORY	-		-
50 - 5337	FORESTRY INVENTORY	-		-
50 - 5351	PUBLIC WORKS ADMI AGRICULTURAL SUPP	-		-
50 - 5351	BUILDINGS & GROUND AGRICULTURAL SUPP	-		-
50 - 5351	FORESTRY AGRICULTURAL SUPP	-		-
50 - 5352	PUBLIC WORKS ADMI CHEMICAL SUPPLIES	-		-
50 - 5352	FORESTRY CHEMICAL SUPPLIES	-		-
50 - 5371	PUBLIC WORKS ADMI DISASTER SUPPLIES	-		-
50 - 5401	FORESTRY FUND TRANSFERS	-		-

\$ 2,401,517

ORDINANCE NO. xx-xxx

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
ADOPTING THE OPERATING AND CAPITAL PROJECTS BUDGET FOR THE
FISCAL YEAR (FY) 2024-25; AND AMENDING THE OPERATING AND CAPITAL
PROJECTS BUDGET FOR FISCAL YEAR 2023-24**

FACTS

1. The City Council held a public hearing and first reading of an ordinance to adopt the FY 2024-25 Operating and Capital Projects Budget; and amend the FY 2023-24 Operating and Capital Projects Budget.
2. The City Manager is recommending adoption of the FY 2024-25 Budget to reflect the City Council's expressed goals for the fiscal year budget; and approve changes for the FY 2023-24 Operating and Capital Budget.
3. Pursuant to Charter Article 15, adoption of the annual budget and or amendment of the budget must be approved by ordinance.
4. A summary of the Ordinance, approved by the City Attorney, was published on _____.
5. In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq.
6. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) Guidelines Section 15378 because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES
ORDAIN AS FOLLOWS:**

SECTION 1. The foregoing recitals are adopted as findings of the City Council as set forth fully within the body of this ordinance.

SECTION 2. The FY 2024-25 appropriated budgets for the General Fund are adopted as follows:

General Fund	Revenues	Expenditures
Revenues	\$ 33,363,027	
Expenditures		
City Council		\$ 294,089
City Manager		1,272,499
Economic Development		409,321
City Attorney		1,184,360
Finance		1,522,331
Information Services		1,002,262
Community Development		2,983,158
Police		8,931,103
Fire		4,891,600
Public Works		5,144,860
Library		1,212,017
Museum		384,300
Recreation		1,623,839
Debt Service		1,462,562
Capital Outlay		505,100
Capital Project Transfers		850,000
Other Transfers		705,187
Total General Fund	\$ 33,363,027	\$ 34,378,588

SECTION 3. The FY 2024-25 appropriated budget for the Enterprise Funds are adopted as follows:

Enterprise Funds	Revenues	Expenditures
Cemetery	\$ 653,000	\$ 720,349
Golf	762,000	755,057
Local Water Project	1,346,387	1,360,925
Sewer	4,248,000	3,250,050
Total Enterprise Funds	\$ 7,009,387	\$ 6,086,381

SECTION 4. The FY 2024-25 appropriated budget for the Internal Service Funds are adopted as follows:

Internal Service Funds	Revenues	Expenditures
Employee Benefits	\$ 265,000	\$ 332,000
Liability Insurance	752,000	717,003
Workers Compensation	722,113	735,949
Total Internal Service Funds	\$ 1,739,113	\$ 1,784,952

SECTION 5. The FY 2024-25 appropriated budget for the Permanent Funds are adopted as follows.

Permanent Funds	Revenues	Expenditures
Cemetery Endowment	\$ 113,000	\$ -
Library Endowment	17,000	-
Yount Trust	8,000	8,000
Total Permanent Funds	\$ 138,000	\$ 8,000

SECTION 6. The FY 2024-25 appropriated budget for the Capital Improvement Funds are adopted as follows.

Capital Improvement Fund	Revenues	Expenditures
General Fund CIP	\$ 917,500	\$ 770,000

SECTION 7. The FY 2024-25 appropriated budgets for the Special Revenue Funds and are adopted as follows.

Special Revenue Funds	Revenues	Expenditures
American Rescue Plan Funds	\$ 15,000	\$ 22,000
ASBS Grant	-	-
Cal Home Reuse	4,000	24,000
Carillon	150	-
CDBG Grant	10,000	20,000
Chautauqua Hall	150	-
Coastal Conservancy Grant	1,200	-
Downtown Business District	31,750	31,000
Environmental Enhancement	1,000	-
Fire Emergency Equipment	27,200	46,080
Gas Tax Fund	413,000	474,834
General Plan Maintenance Fee Fund	10,200	-
Hospitality Improvement District	601,400	601,400
Housing Fund	17,000	273,718
Library Building and Equipment	3,000	38,000
Lighthouse Fund	90,000	141,500
Library Book Donations	55,592	40,000
Local Streets and Roads	840,000	930,000
McIndoo Donation	500	-
Museum Improvement	4,000	52,000
Operating Grants	-	-
Poetry Promotion	36,120	20,000
Public Safety Augmentation	497,025	494,651
Regional Safety Trans. (RSTP)	-	-
RMRA	374,839	386,065
Senior Housing	300	-
Sewer Lateral Loans	4,000	-
State Franchise PEG	48,000	81,000
Strong Fund Disbursements	40,500	65,000
Supplemental Law Enforcement	277,000	281,646
Vehicle Abandonment	12,200	-
Yount Income	8,500	-
Total Special Revenue Funds	\$ 3,423,626	\$ 4,022,894

SECTION 8. The FY 2024-25 appropriated budgets for the General Fund Sub-Funds are adopted as follows.

General Fund Sub-Funds	Revenues	Expenditures
Asset Seizure	50	\$ -
Drug Awareness (DARE)	1,000	500
Hyperbaric Chamber	11,000	24,000
Koo Estate Donation	300	-
Operating Donations	2,400	-
Recreation Donation Fund	10,500	-
Stillwell Children's Pool	500	10,000
Total General Fund Sub-Funds	\$ 25,750	\$ 34,500

SECTION 9. The FY 2023-24 appropriated Budget is amended to reduce or increase the budgets in the funds listed below, as follows.

Fiscal Year 23/24 Miscellaneous Adjustments		
Fund	Revenues	Expenditures
General Fund	174,000	(100,000)
Koo Estate Donation Fund		(7,903)
Vehicle Replacement		38
General Fund CIP Fund	(100,000)	(100,000)
General Plan Maintenance Fee		32,550
Local Streets and Roads		(88,437)
RMRA Fund		(93,796)
Regional Surface Trans. (RSTP)		(12,980)
Public Safety Augmentation Fund		18,140
Yount Income Fund	(7,000)	(7,000)
Liability Fund	70,000	75,000
Workers Compensation Fund	60,000	75,000
Yount Trust Fund	5,000	
Net Adjustments	202,000	(209,388)

SECTION 10. The Fiscal Year 2024-25 estimated revenues, expenditures, and ending fund balances are referenced herein:

	Est. FY 24/25 Beginning	Revenues	Transfers In	Expenditures	Transfers Out	Est. FY 24/25 Ending
General Fund						
General Fund	\$ 13,606,930	\$ 33,363,027	\$ -	\$ 32,823,401	\$ 1,555,187	\$ 12,591,369
Asset Seizure	1,798	50	-	-	-	1,848
Drug Awareness (DARE)	653	1,000	-	500	-	1,153
Hyperbaric Chamber	19,637	11,000	-	24,000	-	6,637
Koo Estate Donation	7,903	300	-	-	-	8,203
Operating Donations	66,175	2,400	-	-	-	68,575
Recreation Donation Fund	41,890	10,500	-	-	-	52,390
Stillwell Children's Pool	29,122	500	-	10,000	-	19,622
Vehicle Replacement	-	-	-	-	-	-
General Fund Types	\$ 13,774,108	\$ 33,388,777	\$ -	\$ 32,857,901	\$ 1,555,187	\$ 12,749,797
Capital Improvement Fund						
General Fund CIP	\$ 22,626	\$ 67,500	\$ 850,000	\$ 770,000	\$ -	\$ 170,126
	\$ 22,626	\$ 67,500	\$ 850,000	\$ 770,000	\$ -	\$ 170,126

Fund Balance Summary - Fiscal Year 24/25

	Est. FY 24/25					Est. FY 24/25	
	Beginning	Revenues	Transfers In	Expenditures	Transfers Out	Ending	
Internal Service Funds							
Employee Benefits	\$ 113,657	\$ 265,000	\$ -	\$ 332,000	\$ -	\$ 46,657	
Liability Insurance	534	752,000	-	717,003	-	35,531	
Workers Compensation	44,700	722,113	-	735,949	-	30,864	
Total Internal Service Funds	\$ 158,891	\$ 1,739,113	\$ -	\$ 1,784,952	\$ -	\$ 113,052	
Enterprise Funds							
Cemetery	\$ 882,749	\$ 653,000	\$ -	\$ 720,349	\$ -	\$ 815,400	
Golf	3,738,195	762,000	-	755,057	-	3,745,138	
Local Water Project	1,090,573	971,200	375,187	1,010,925	350,000	1,076,035	
Sewer	20,902,938	3,898,000	350,000	3,250,050	-	21,900,888	
Total Enterprise Funds	\$ 26,614,455	\$ 6,284,200	\$ 725,187	\$ 5,736,381	\$ 350,000	\$ 27,537,461	
Special Revenue Funds							
American Rescue Plan	\$ 26,028	\$ 15,000	\$ -	\$ 22,000	\$ -	\$ 19,028	
ASBS Grant	23,629	-	-	-	-	23,629	
Cal Home Reuse	479,084	4,000	-	24,000	-	459,084	
Carillon	9,725	150	-	-	-	9,875	
CDBG Grant	834,642	10,000	-	20,000	-	824,642	
Chautauqua Hall	14,948	150	-	-	-	15,098	
Coastal Conservancy Grant	83,844	1,200	-	-	-	85,044	
Downtown Business District	10,824	31,750	-	31,000	-	11,574	
Environmental Enhancement	114,597	1,000	-	-	-	115,597	
Fire Emergency Equipment	172,833	27,200	-	46,080	-	153,953	
Gas Tax Fund	155,970	413,000	-	474,834	-	94,136	
General Plan Maintenance Fee Fund	10,600	10,200	-	-	-	20,800	
Hospitality Improvement District	10,828	601,400	-	601,400	-	10,828	
Housing Fund	479,821	17,000	-	273,718	-	223,103	
Library Building and Equipment	38,025	3,000	-	38,000	-	3,025	
Lighthouse Fund	114,359	90,000	-	141,500	-	62,859	
Library Book Donations	43,376	55,592	-	40,000	-	58,968	
Local Streets and Roads	183,333	840,000	-	930,000	-	93,333	
McIndoo Donation	19,969	500	-	-	-	20,469	
Museum Improvement	217,084	4,000	-	52,000	-	169,084	
Operating Grants	682	-	-	-	-	682	
Poetry Promotion	135,634	36,120	-	20,000	-	151,754	
Public Safety Augmentation	47,662	167,025	330,000	494,651	-	50,036	
Regional Surface Trans. (RSTP)	12,980	-	-	-	-	12,980	
RMRA	105,022	374,839	-	386,065	-	93,796	
Senior Housing	10,839	300	-	-	-	11,139	
Sewer Lateral Loans	202,240	4,000	-	-	-	206,240	
Small Business Grant Fund	1,619	-	-	-	-	1,619	
State Franchise PEG	59,066	48,000	-	81,000	-	26,066	
Strong Fund Disbursements	40,437	40,500	-	65,000	-	15,937	
Traffic Congestion Relief	596	-	-	-	-	596	
Supplemental Law Enforcement	72,798	277,000	-	281,646	-	68,152	
Vehicle Abandonment	35,138	12,200	-	-	-	47,338	
Yount Income	16,340	500	8,000	-	-	24,840	
Total Special Revenue Funds	\$ 3,784,572	\$ 3,085,626	\$ 338,000	\$ 4,022,894	\$ -	\$ 3,185,304	
Permanent Funds							
Cemetery Endowment	\$ 2,079,227	\$ 113,000	\$ -	\$ -	\$ -	\$ 2,192,227	
Library Endowment	533,441	17,000	-	-	-	550,441	
Yount Trust	772,697	8,000	-	-	8,000	772,697	
Total Permanent Funds	\$ 3,385,365	\$ 138,000	\$ -	\$ -	\$ 8,000	\$ 3,515,365	
Est. Ending Fund Balance - All Funds	\$ 47,740,017	\$ 44,703,216	\$ 1,913,187	\$ 45,172,128	\$ 1,913,187	\$ 47,271,105	

The Fiscal Year 2/25 estimated ending "available" fund balance for the Enterprise Funds are as follows: Cemetery at \$790,559, Golf Course at \$615,429, Local Water Project at (\$29,051), and Sewer at \$6,233,083.

SECTION 11. The Fiscal Year 2023-24 estimated revenues, expenditures, and ending fund balances are adjusted for this amendment are referenced herein:

Fund Balance Summary - Fiscal Year 23/24						
Fund Title	FY 23/24 Beginning	Revenues	Transfers In	Expenditures	Transfers Out	Est. FY 23/24 Ending
General Fund	\$14,834,589	\$ 32,266,000	\$ -	\$ 31,896,159	\$ 1,597,500	\$ 13,606,930
Koo Estate Donation	15,642	457	-	8,196	-	\$ 7,903
Vehicle Replacement	38	-	-	38		\$ -
General Fund CIP	22,626	\$ 685,506	\$ 750,000	\$ 1,435,506	\$ -	\$ 22,626
General Plan Maintenance Fee Fund	32,550	10,600	-	32,550	-	10,600
Local Streets and Roads	1,154,757	835,500	-	1,806,924	-	183,333
RMRA	341,174	372,339	-	608,491	-	105,022
Regional Surface Trans. (RSTP)	(40,122)	1,082,602	-	1,029,500	-	12,980
Public Safety Augmentation	63,662	152,000	314,000	482,000	-	47,662
Yount Income	7,340	1,000	8,000	-	-	16,340
Liability Insurance	(250,966)	871,000	286,000	905,500	-	534
Workers Compensation	286,266	543,000	60,000	844,566	-	44,700
Yount Trust	772,697	8,000	-	-	8,000	772,697
Total Adjusted Fund Balances	\$17,240,253	\$36,828,004	\$ 1,418,000	\$39,049,430	\$ 1,605,500	\$ 14,831,327

SECTION 12. In accord with Article 15 of the City Charter, this ordinance shall become effective upon adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 19th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN PIERIK, City Attorney



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Bill Peake, Mayor
MEETING DATE: June 05, 2024
SUBJECT: Economic Development Commission Member Removal
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Remove Mike Gibbs as a member of the Economic Development Commission effective immediately.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

Council recently received a Mike Gibbs email dated May 18, 2024 to another member of the public disclosing one current and one former City officials' private email addresses without their knowledge or consent, the email includes criticism of the City's Task Force on Diversity, Equity and Inclusion, and suggests action and such conduct violates the City's rules and regulations governing the conduct of appointed officials.

The purpose of this agenda item is for Council to consider whether Mr. Gibbs should be removed from the Economic Development Commission. The following discussion explains that the City's regulations and policies provide that Council has absolute discretion to remove an EDC member for any cause, including violation of Council policies, or for no cause, because members serve at the Council's pleasure.

City Charter Article 26 'Appointive Commissions and Boards' states "Members of Commissions and Boards shall serve at the pleasure of the Council. The Council, by an affirmative vote of four of its members, may remove any member of any commission or Board at any time during the Commission or Board member's term of office."

Municipal Code Section 3.40.040 governs the membership of the Economic Development Commission, and contains similar provisions as Charter Article 26 as follows:

"Any member may be removed from the commission prior to the expiration of his or her term by the majority vote of the council, in the council's discretion. Any member who absents himself or herself from two consecutive regular meetings, without cause or approval by the commission, shall be automatically removed.

Council Policy 000-25 ‘Code of Conduct’ provides:

“The City of Pacific Grove City (City) Council adopts this Code of Conduct to assure all elected and appointed officials (Officials), while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of City government.”

Finally, the City’s Boards Committees, and Commissions Handbook contains the following rules governing the removal of members:

“Further, all Committee members serve at the pleasure of the Council. The Council, by an affirmative vote of four of its members, may remove any Committee member at any time during the member’s term of office (Charter Article 26). Possible reasons for removal include but are not limited to: excessive absences, verbally or physically abusive behavior, violations of ethics, violations of Council policies, conflicts of interest, among other causes.”

The above rules and policies provide that Council has absolute discretion to remove an Economic Development Commissioner for any or no cause, because although some of the rules provide examples of conduct as a basis for removal, ultimately members serve at the Council’s pleasure.

OPTIONS

None.

FINANCIAL IMPACT:

None.

GOAL ALIGNMENT: Not Applicable.