NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

AMENDED SPECIAL MEETING AGENDA

Wednesday, June 19, 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:
https://www.cityofpacificgrove.org/Zoom_Closed

Please click here for directions to dial into the meeting audio.

AMENDED 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. 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, Jessie Catacutan, Interim Administrative Services Director, Director
Negotiating Party(ies): ~~N/A~~ ***Sunset Hospitality Group, Inc.***
Under negotiation: Price and terms of payment

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

ADJOURNMENT

NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, June 19, 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 Amelio

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

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

A. Report on Closed Session by City Attorney

B. Other

4. **GENERAL PUBLIC COMMENT**

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

A. Written General Public Comment

CONSENT AGENDA

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

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

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

A. Minutes of the June 5, 2024 City Council Special and Regular Meetings **PG 10**
Reference: Sandra Kandell, City Clerk
Recommended Action: Approve minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

6. **RESOLUTIONS**

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

A. Employment of Retired Annuitant **PG 18**
Reference: Leticia Livian, Human Resources Director
Recommended Action: Approve a resolution appointing Diana Godwin as a Retired Annuitant to temporarily fill the Library Director vacancy.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Certification of Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments and Property Related Fees and Charges for FY 2024-25.
Reference: Lori Frati, Finance Manager **PG 31**
Recommended Action: Adopt a resolution Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property Related Fees and Charges.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

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

A. 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 47**
Reference: Tori Hannah, Administrative Services Director/Assistant City Manager
Recommended Action: Hold second reading of an ordinance adopting the Fiscal Year 24/25 Operating and Capital Improvement Budget and amending the Fiscal Year 23/24 Operating and Capital Improvement Budget.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

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

A. Core Revenue Report for May **PG 80**
Reference: Lori Frati, Finance Manager
Recommended Action: 1. Receive the report.
2. Alternatively, discuss and take other action related to this item.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. May 2024 Check Register **PG 83**

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

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

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

C. Monterey-Salinas Transit Minutes for May 13, 2024 **PG 128**
Reference: Joe Amelio, Councilmember
Recommended Action: Receive minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

D. Community Goals and Work Plan Review for FY 24-25 **PG 136**
Reference: Matthew Mogensen, City Manager
Recommended Action: Receive the Goals and Work Plan Update.
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. Agreement for Services with Pacific Grove Unified School District for School Resource Officer **PG 142**
Reference: Brian Anderson Commander
Recommended Action: Motion to authorize Mayor to sign Agreement For Services with Pacific Grove Unified School District for services of a School Resource Officer ("SRO").
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Amended Agreement with HdL Companies for Sales Tax, Business Licenses, and TOT Collection and Compliance Services **PG 155**
Reference: Lori Frati, Finance Manager
Recommended Action: 1. Authorize the Mayor to amend the existing agreement with HdL companies for a 1-year extension to June 30, 2025 (renewable for an additional 1 year thereafter) in the amount not to exceed $60,000 for the following:

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

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

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

C. Agreement with Johnson Electronics for Door Access Control Implementation at City Hall **PG 208**

Reference: Mohammed Khasimi, Chief Information Officer

Recommended Action: Authorize the Mayor/City Manager to execute an agreement with Johnson Electronics for implementation of Door Access Controls at City Hall in the amount not to exceed $87,000.

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. Beautification and Natural Resources Commission Minutes: March 19, 2024 and April 16, 2024 **PG 230**

Reference: George Fuerst, Environmental Program Manager

Recommended Action: Receive the minutes.

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

B. Climate Action and Adaptation Planning Committee Minutes: May 18, 2023, August 17, 2023, February 15, 2024, and April 18, 2024 **PG 237**

Reference: George Fuerst, Environmental Program Manager

Recommended Action: Receive the minutes.

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

C. Diversity, Equity and Inclusion Task Force Minutes: May 13, 2024 **PG 246**

Reference: Sandra Kandell, City Clerk

Recommended Action: Receive the minutes.

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

REGULAR AGENDA

11. **PUBLIC HEARINGS**

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

A. Ordinance Amending the Salary Classification Schedule

Reference: Leticia Livian, Human Resources Director

Recommended Action: PG 249

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

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

12. UNFINISHED AND ONGOING BUSINESS

A. Direction to City Manager regarding Outside Dining/Parklets

Reference: Matt Mogensen, City Manager **PG 256**

Recommended Action: 1. Motion to direct City Manager in regard to applications for a Coastal Development Permit (CDP) for three parklets in the Coastal Zone based on the following options:

(1) Owner applies for a CDP and pays the fees estimated to be $6,525;
(2) Owner applies for a no-fee CDP since there is a public benefit to the parklets which are open for public use, and in such circumstances a fee waiver is authorized; or
(3) other action as determined appropriate by the Council.

2. Motion to direct City Manager in regard to retaining consultant to draft Manual for Outside Dining

3. Take other action related to this item.

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

B. Lighthouse Avenue Sidewalk Widening Project

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

Recommended Action: PG 287

1. Authorize the City Manager to go out to bid for the construction of the Lighthouse Avenue Sidewalk Widening Project.
2. Alternatively, discuss and take other action related to this item.

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

13. NEW BUSINESS

14. FULL PRESENTATIONS

15. **CLOSED SESSION**

ADJOURNMENT

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

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: June 19, 2024

SUBJECT: Minutes of the June 5, 2024 City Council Special and Regular Meetings

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

RECOMMENDATION

Approve minutes.

Attachments

Draft Minutes 6-5-24

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING

Wednesday, June 5, 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, Mayor Pro Tem Smith, Councilmembers Amelio, Beck, Coletti, McDonnell. Absent: Councilmember Poduri. Councilmember Poduri arrived at approximately 5:03 p.m.

APPROVAL OF AGENDA

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

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS
No public comment received.

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

DRAFT

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, June 5, 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, Mayor Pro Tem Smith, Councilmembers Amelio, Beck, Coletti, McDonnell, and Poduri.

PLEDGE OF ALLEGIANCE
Councilmember McDonnell led the pledge of allegiance.

1. **APPROVAL OF AGENDA**
Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Amelio, Council voted 7-0, to approve the agenda.

2. **PRESENTATIONS**

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

A. Report on Closed Session by City Attorney

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

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, 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

City Attorney Brian Pierik reported no action was taken.

B. Council and staff made general announcements.

DRAFT

4. **GENERAL PUBLIC COMMENT**
Public Comment received from Dan Miller, Harriet Rees, unnamed speaker, Kim Akeman, Carmelita Garcia, Mike Gibbs, and Segolene.

A. Written General Public Comment

CONSENT AGENDA

Action: Consent Agenda item 6B, 6C, and 9C were pulled and considered immediately following the Consent Agenda.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Beck, Council voted 7-0, to approve the Consent Agenda as modified.

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

A. Minutes of the May 15, 2024 City Council Closed Session and Regular Meetings
Action: Approved minutes via Errata.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

6. **RESOLUTIONS**

A. Resolution Calling November 5, 2024 Municipal Election for Mayor and Council Members
Action: Adopted Resolution No. 24-022 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.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. GreenWaste FY 24/25 Rate Increase ***This item pulled and considered immediately following the Consent Agenda.***
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 ***This item pulled and considered immediately following the Consent Agenda.***
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

DRAFT

Agency (FEMA) Grants.
Action: Approved Resolution No. 24-024 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

7. **ORDINANCES**

8. **REPORTS – INFORMATION ONLY**

A. Monterey-Salinas Transit Meeting Minutes: April 15, 2024
Action: Received minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Housing Element Monthly Status Update
Action: Received the report.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS – REQUIRING ACTION**

A. Monterey Regional Waste Management District MOU
Action: Authorized 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
Action: Approved 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.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

C. Ballot Measure to Amend PGMC 23.45 ***This item pulled and considered immediately following the Consent Agenda.***
Reference: Luke Coletti, Councilmember
Recommended Action:

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

DRAFT

Section 15378

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

A. Diversity, Equity and Inclusion Task Force Minutes: April 8, 2024
Action: Received minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

*****

6.B. GreenWaste FY 24/25 Rate Increase ***This item was pulled from the Consent Agenda.***
Public comment received from Inge Lorentzen Daumer and Dan Miller.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Beck, Council voted 7-0 to adopt Resolution No. 24-023 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

6.C. Pride Month 2023 ***This item was pulled from the Consent Agenda.***
Public comment received from Dan Miller, Segolene, and Beth Walker.

Action: No action was taken on this item pursuant to the adoption of Resolution No. 22-031 (June 1, 2022).
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

9.C. Ballot Measure to Amend PGMC 23.45 ***This item was pulled from the Consent Agenda.***
No public comment received.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Coletti, Council voted 7-0 to 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

REGULAR AGENDA

11. **PUBLIC HEARINGS**

A. Third Quarter FY 23/24 Capital Project Report & Update

DRAFT

Public comment received from Dan Miller, Kevin Handly, Segolene, and Beth Shuman.

Action: Receive the report.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

Action: Council took a break for refreshments in honor of Administrative Services Director/Assistant City Manager Tori Hannah.

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
Public comment received from Harriet Rees, Sally Moore, Carmelita Garcia, Kevin Handly, Marsha, and Inge Lorentzen Daumer.

Action: Upon motion by Councilmember Amelio and seconded by Mayor Pro Tem Smith, Council voted 7-0 to

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 and
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
Public comment received from Lori, , unnamed speaker, unnamed speaker, Kevin Handley, David Henderson, Terrance Zito, Joy Colangelo, Harriet Rees, Colleen Ingram, Daniel Miller, Vince Tuminello, Maggie Delay, Dr. C. Michael Hogan, Inge Lorentzen Daumer, Marsha, Bart Rays, Nadja Mark, Beth Walker, Peggy Gibbs, Segolene, Jimmy Collins, unnamed speaker, and Mike Gibbs.

Action: Upon motion by Councilmember Poduri and seconded by Councilmember Amelio, the motion failed by a Council vote of 3-4, Mayor Pro Tem Smith, Councilmembers Beck, Coletti, and McDonnell dissenting, to remove Mike Gibbs as a member of the Economic Development Commission effective immediately.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

DRAFT

ADJOURNMENT
Council adjourned the regular meeting at 10:40 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: Leticia Livian, Human Resources Director

MEETING DATE: June 19, 2024

SUBJECT: Employment of Retired Annuitant

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

RECOMMENDATION

Approve a resolution appointing Diana Godwin as a Retired Annuitant to temporarily fill the Library Director vacancy.

DISCUSSION

The City is in need of a Library Director on a temporary basis for a limited duration to oversee and manage the Library Department. The Library Director resigned on June 7, 2024. An active recruitment was launched on June 3, 2024, to fill the vacancy. If the recruitment is successful, it is anticipated that a regular appointment to fill the vacancy will occur prior to the end of the year.

Diana Godwin (Godwin) formerly served as a Library Director while employed prior to their retirement and possess the specialized skills and training required to perform the duties of the temporary assignment.

Godwin is a retired annuitant under the California Public Employees' Retirement System ("CalPERS") and is limited in their ability to accept public employment without reinstatement pursuant to Government Code section 21221(h) and may not work more than 960 hours within a fiscal year.

Godwin desires to provide temporary services to City. However, as a CalPERS retired annuitant under Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law, the governing body must appoint Godwin by resolution.

OPTIONS

1. Provide alternative direction to staff.

FINANCIAL IMPACT:

Salary from the vacant Library Director position will cover the cost of the temporary hire. There are no benefits associated with this temporary assignment.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Contract
Resolution

AGREEMENT FOR TEMPORARY EMPLOYMENT OF RETIRED ANNUITANT AS INTERIM LIBRARY DIRECTOR

Government Code Section 21221(h)

THIS AGREEMENT, made and entered into this 1st day of July 2024, by and between the City of Pacific Grove, State of California, a municipal corporation, hereinafter called "City" and Diana Godwin, hereinafter called Godwin" (collectively referred to as "the Parties") both of whom understand as follows:

FACTS

1. The City is in need to fill a vacancy on a temporary basis for a limited duration to assist with Library Director duties due to the vacancy of the Library Director position. This position has oversight and manages the Library Department.

2. Godwin formerly served as the Library Director while employed prior to her retirement and possesses the specialized skills and training required to perform the duties of the temporary assignment as described in Paragraph 1;

3. Godwin is a retired annuitant under the California Public Employees' Retirement System ("CalPERS") and is limited in the ability to accept public employment without reinstatement pursuant to Government Code section 21221(h), and may not work more than 960 hours within a fiscal year;

4. Godwin desires to provide temporary services to City under the terms of this Agreement and within the constraints of Government Code sections 21221(h) as a CalPERS retired annuitant, and City desires to temporarily hire Godwin on these terms to provide specialized services of a limited duration, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Powers. Duties and Responsibility during the Temporary Employment

A. As a retired CalPERS annuitant, the City shall employ Godwin on a work schedule determined by the City Manager, or designee not to exceed 960 hours for the fiscal year 2024/2025. Godwin is required to track all hours worked and regularly report them to the City Manager, or designee.

B. Godwin is appointed as a temporary employee and shall temporarily provide highly-specialized skills in connection with provision of Library Director services to City staff, City officials, and the community.

The job description for Library Director is attached as "Exhibit A" to this Agreement and is incorporated by reference. Godwin's duties may be modified in the future by the City Manager, or designee, in keeping with the specialized and limited nature of this assignment.

C. Godwin hereby agrees to faithfully and diligently perform the assigned duties as specified by this Agreement. Godwin is expected to devote reasonable and necessary time outside normal office hours to the business of the City. Any time spent working outside normal office hours must be tracked and reported to the City and will count towards the 960 hour limit.

D. The City hereby agrees to employ Godwin as a temporary employee of the City of Pacific Grove. Employment shall commence on the 1st of July 2024 and shall end not later than June 30, 2025.

Section 2. Term & Termination

A. The employment of Godwin under this Agreement is at will. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Godwin to resign at any time from his position with the City. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate services of Godwin, Godwin has no property interest in this position.

B. Unless terminated sooner by either Godwin or the City as provided in this Sub-section 2.A. of this Agreement, this Agreement shall expire automatically as of the first of the following to occur: (i) completion of the temporary assignment due to the appointment of a permanent Library Director; (ii); upon Godwin working the 960th hour for the City including hours worked for other CalPERS Agencies during the City's 2024-2025 fiscal year; or (iii) one year from the date of July 1, 2024's, temporary appointment.

C. Godwin serves at the pleasure of the City and nothing herein shall be taken to imply or suggest a guaranteed term or tenure.

D. Godwin agrees to remain in the exclusive employ of the City of Pacific Grove while employed by the City, and to avoid any conflicting interests. Exclusive employment, however, shall not be construed to preclude occasional teaching, writing, speaking or consulting performed on Godwin's time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City. Godwin agrees to provide written notification of any outside activity within the meaning of this provision. If Godwin works for any other CalPERS employer during the term of this Agreement, Godwin must notify City of this

employment, and disclose to the City on a periodic basis (at a frequency to be determined by City) the number of hours Godwin is performing work for the other employer to ensure that the maximum number of hours he may work each fiscal year is not exceeded.

E. As a CalPERS retired annuitant, hours paid for Godwin's services shall not exceed 960 hours for the fiscal year 2024/2025. Weekly hours will vary to ensure total hours worked will not exceed 960 hours for the fiscal year limit set by CalPERS. The City will have discretion and control over the amount of weekly work hours, hours scheduled to work, and days scheduled.

F. The position held temporarily by Godwin is not part of a represented bargaining unit and they are not covered by the terms of any collective bargaining agreement with any represented or unrepresented group of City employees.

G. The operative date of this Agreement shall be the date first written above and in this Agreement. This Agreement shall expire no later than the June 30, 2025, but may expire sooner based upon the City's needs, as determined in its sole discretion.

H. Godwin agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by them incident to their employment belongs to the City and shall be returned promptly to the City upon termination of Godwin's employment for any reason. Godwin's obligations under this subsection shall survive the termination of her employment and the expiration of this Agreement.

1. "Proprietary Information" is all information and any idea pertaining in any manner to the business of the City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of the City in the course of their employment or otherwise produced or acquired by or on behalf of the City. All Proprietary Information not generally known outside of the City's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information."

2. During employment by the City, Godwin shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of the City and as is or may be necessary to perform assigned job responsibilities under this Agreement. Following termination, Godwin shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of the City. Godwin's obligations under this Section shall survive the termination of employment and the expiration of this Agreement.

Section 3. Salary and Compensation

A. City agrees to pay Godwin for her services rendered pursuant to this Agreement based on performance of duties comparable to those performed by the permanent Library Director, at a current hourly rate of $83.64 and effective 7/7/2024, due to a change in the salary schedule, it will change to an hourly rate of $86.15. City has confirmed that this hourly rate does not exceed the maximum monthly base salary (divided by 173.33 to equal an hourly rate) paid to other employees performing comparable duties as listed on the City's publicly available pay schedule. Payments shall be made in installments in the same form and manner upon which other City employees are paid and include all applicable payroll taxes and withholdings.

B. Godwin agrees that for her services rendered pursuant to this Agreement no other compensation, benefits, incentives, compensation in lieu of benefits, or any other form of compensation in addition to the hourly pay rate will be granted. CalPERS service credit will not be accrued and no additional retirement rights or benefits will be granted to Godwin.

Section 4. Other Terms and Conditions of Employment.

A. Performance Evaluation. The City may review and evaluate the performance of Godwin periodically. Objective performance standards shall be discussed and set, as appropriate for the temporary nature of the assignment.

B. Godwin shall operate any vehicle used in connection with the performance of duties under this Agreement in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment.

Section 5. Indemnification.

City shall indemnify, defend and save harmless Godwin against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Godwin's temporary duties as the Library Director. Should the City compromise and settle any such claim or suit, it shall pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment and expiration of this Agreement and shall provide full and complete protection to Godwin by the City for any acts undertaken or committed in Godwin's temporary capacity as Library Director. Godwin shall provide prompt written notice of filing of any claim or suit and shall fully cooperate with City in the defense of any such action.

Section 6. Conflict of Interest Prohibition.

It is understood and agreed that because of the nature of the duties to be performed under this Agreement within and on behalf of the City of Pacific Grove and its citizenry, Godwin shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or

shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Pacific Grove, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the Council. For and during the term of this Agreement, Godwin further agrees, except for a personal residence or residential property acquired or held for future use as her personal residence, not to invest in any other real estate or property improvements within the corporate limits of the City of Pacific Grove, without the prior written consent of the Council.

Section 7. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between City and Godwin as of the effective date of this Agreement. City and Godwin agree that each has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

B. This Agreement may be amended or modified only by an instrument in writing signed by the City and Godwin.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Godwin.

D. Any waiver of any terms or conditions of this Agreement must be in writing and signed by the City and Godwin. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other term or condition in this Agreement.

E. In performing this Agreement, the parties shall comply with all applicable federal, state, and local laws and regulations.

F. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

G. This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Monterey County, California.

IN WITNESS THEREOF, the City of Pacific Grove has caused this Agreement to be signed and executed on its behalf by its City Manager and duly approved to form by its City Attorney, in duplicate, the day and year first written above.

CITY OF PACIFIC GROVE, a Municipal Corporation of the State of California

By: _____
Matthew Mogensen, City Manager

Date: _____

By: _____
Diana Godwin

Date: _____

Approved as to form:

By: _____
Brian Pierik
City Attorney

Date: _____

City of Pacific Grove

Library Director

CLASS CODE	219-000	**SALARY**	$65.53 - $87.82 Hourly $5,242.40 - $7,025.60 Biweekly $11,358.53 - $15,222.13 Monthly $136,302.40 - $182,665.60 Annually
BARGAINING UNIT	Non-Represented Confidential Management	**ESTABLISHED DATE**	December 18, 2013
REVISION DATE	April 07, 2017		

Summary

Current salary is under review.

SUMMARY: Under the general guidance and direction of the City Manager, plans, organizes, manages, and coordinates the functions and staff of the City 's public Library; manages the informational, recreational, and research services of the Library to meet the needs of the community.

Essential Functions

ESSENTIAL FUNCTIONS: *As defined under the Americans with Disabilities Act, essential functions may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:*

- Directs the operations and activities of the City of Pacific Grove Library Department.
- Manages the Library staff and activities to provide informational, instructional, recreational, and research services to the community; assures that Library services are provided in alignment with the City's goals and within fiscal constraints.
- Selects, supervises, trains, and evaluates Library staff.
- Develops priorities, and assigns tasks and projects; meets regularly with staff to discuss Library programs, workload, priorities, patron services, and technical issues.
- Attends meetings of, and prepares reports for, the City Council and the Library Board; provides technical and professional advice and recommendations related to levels of service and other library-related matters.
- Manages Library public relations and outreach efforts with Library support and advisory groups, including the Friends of the Library, the Library Foundation, and other community organizations.
- Plans, organizes, and manages Library operations and public programs; maintains a level of service to keep pace with patron needs and requests.

- Supervises and participates in the preparation and administration of the department budget, maintaining appropriate budgetary controls.
- Coordinates Library activities with other City departments and outside agencies.
- Analyzes Library functions, programs, services, and activities to ensure they meet the needs of patrons; identifies emerging community needs and develops improvement plans.
- Develops long and short term plans and objectives to meet Library and City goals.
- Develops and administers the Library collections of print, non-print and electronic media.
- Plans and develops programs to deliver appropriate Library services to the City residents.
- Collaborates with Public Works in managing the maintenance of the Library building.
- Supports the relationship between the City and the public by demonstrating courteous and cooperative behavior when interacting with citizens, visitors, and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.
- Other duties as assigned.

Minimum Qualifications

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

Masters Degree in Library Science AND five years increasingly responsible professional public library administration experience at a supervisory or management level OR an equivalent combination of education, training, and experience.

Knowledge of:

- Modern organization, objectives, services and their application; principles, laws, policies, methods, and practices of public library administration; library classification, circulation, cataloging, and reference techniques and practices; principles and practices of modern office management; principles and practices of organization, administration, budgeting, and personnel management.
- City policies and procedures.
- Principles and practices of public Library administration, technology, practices, and trends.
- Policies, rules and regulations governing the conduct and safety of Library programs and facilities.
- Current Library technology trends and practices.
- General information science and information technology concepts and practices.
- Current local government management trends and practices.
- Network, internet, and social media principles and practices.
- Record keeping and file maintenance principles and procedures.

Skill in:

- Explaining Library standards and City policies and procedures.
- Assessing community needs and developing solutions.
- Developing, coordinating, and conducting Library programs and activities.
- Managing staff, delegating tasks and authority, and evaluating staff performance.
- Identifying Library collection issues and developing suggestions for enhancements.
- Using initiative and independent judgment within established procedural guidelines.
- Assessing and prioritizing multiple tasks, projects and demands.
- Establishing and maintaining cooperative working relationships with co-workers and representatives from regional agencies such as MOBAC and PLP.

- Planning, organizing and coordinating the activities of a library system.
- Communicating effectively verbally and in writing.
- Selecting, supervising, training and evaluating subordinates.

Licensing and Certification

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a public library and a standard office environment.
Must be willing to work varied hours, as well as attend evening or weekend meetings and/or critical events and activities, as appropriate. This position has a critical role for the City in the preparation for, during, and in recovery from physical disasters and other emergency incidents.

Must be willing to work varied hours, as well as attend evening or weekend meetings and/or critical events and activities, as appropriate.

RESOLUTION NO. 24-xxx

RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF PACIFIC GROVE APPOINTING DIANA GODWIN AS AN INTERIM LIBRARY DIRECTOR

Government Code Section 21221(h)

1. Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

2. The City of Pacific Grove desires to appoint Diana Godwin as an interim appointment retired annuitant to the vacant position of Library Director for the (City of Pacific Grove under Gov. Code section 21221(h), effective July 1, 2024; and

3. The City Council, the City of Pacific Grove and Diana Godwin certify that (Diana Godwin has not and will not receive a Golden Handshake or any other retirement-related incentive; and

4. An appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

5. The governing body has authorized the search for a permanent appointment on June 19, 2024; and

6. This Gov. Code section 21221(h) appointment shall only be made once and therefore will end upon the earlier of (i) completion of the temporary assignment due to the appointment of a regular Library Director; or (ii); upon Godwin working the 960th hour for the City including hours worked for other CalPERS Agencies during the City's 2024-2025 fiscal year; and

7. The entire employment agreement between Diana Godwin and the City of Pacific Grove has been reviewed by this body and is attached herein; and

8. The compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

9. The maximum base salary for this position is $15,222.13 (monthly rate) and the hourly equivalent is $87.82; the minimum base salary for this position is $11,358.53 (monthly rate) and the hourly equivalent is 65.53; and

10. Effective July 7, 2024, the maximum base salary for this position is $15,678 (monthly rate) and the hourly equivalent is $90.45; the minimum base salary for this position is $11,700 (monthly rate) and the hourly equivalent is 67.50; and

11. The hourly rate paid to Diana Godwin will be $83.64; and

12. The hourly rate paid to Diana Godwin effective July 7, 2024 will be $86.15 due to a change in the salary schedule; and

13. Diana Godwin has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

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

1. Hereby certifies the nature of the employment of Diana Godwin as described herein and detailed in the attached employment agreement and that this appointment is necessary to perform the duties of the critically needed position of Library Director for the (City of Pacific Grove by June 19, 2024 because there is a current Library Director vacancy and executive staffing is needed to continue operations and service to the public.

2. 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.

3. The Council authorizes approval of this resolution.

4. This Resolution shall become effective immediately following passage and adoption thereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 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: Lori Frati, Finance Manager

MEETING DATE: June 19, 2024

SUBJECT: Certification of Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments and Property Related Fees and Charges for FY 2024-25.

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

RECOMMENDATION

Motion to adopt a resolution Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property Related Fees and Charges.

DISCUSSION

On April 17, 2024, the City Council approved a Letter of Intention to move the City's wastewater (sewer) fee for collection services to the Monterey County Property Tax Bill. The full background and information regarding this action can be found on the attachment to this report. This change is in conjunction with Monterey One Water moving its wastewater service fee to the property tax bill, effective July 1,2024. The City Manages and maintains the wastewater collection system for the residents and businesses in Pacific Grove. In order to place the wastewater fee on the property tax bill, there is an annual process to place the fee for its wastewater collection service on the property tax bill.

District user fees are collected using the Monterey County (County) tax rolls, and in order to ensure that the provisions of Proposition 218 are being addressed by the District, the Monterey County Auditor requires certification of compliance with the Proposition, including a hold harmless and indemnification provision for administrative expenses to the County associated with collection of user fees. This certification is required each year on or before August 1, before the processing of the secured tax roll bills for the coming fiscal year.

OPTIONS

1. Approve a resolution Certifying Compliance with State Law with Respect to the Levying of General and Special Taxes, Assessments, and Property Related Fees and Charges.
2. Alternatively, discuss and take other action related to this item.

FINANCIAL IMPACT:

None

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

April 17 2024 Agenda Report on Wastewater Charges and Property Tax Bill
Proposed Resolution
Proposed Agreement

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Robert Perrault, City Manager

MEETING DATE: April 17, 2024

SUBJECT: Authorize the City Manager to send a letter to Monterey One Water affirming the City of Pacific Grove's intent to move the City's Billing for Wastewater (Sewer) charges to the County of Monterey Property tax bill.

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

RECOMMENDATION

Direct the City Manager to send a letter to Monterey One Water confirming the City's intent to move the City's charges for wastewater collection to the County of Monterey's property tax bill and carry out the tasks to accomplish the transfer by July 1, 2024.

DISCUSSION

Wastewater (sewer) services are provided by two agencies: the City of Pacific Grove and Monterey One Water (M1W). The City of Pacific Grove is responsible for maintaining and improving the wastewater collection system for the entire City of Pacific Grove. Untreated wastewater is collected in this system and sent to M1W's regional conveyance system where it is pumped to M1W's facility for treatment before safely being reintroduced into the environment. The City charges customers for collecting wastewater in accordance with service rates approved by the City Council. Monterey One Water charges for its conveyance and treatment service in accordance with rates approved by its Board of Directors. For years, M1W has collected the City's charges on the City's behalf along with their conveyance/treatment costs every two months. Recently, M1W has decided to move the collection of their charges to Monterey County to be collected along with property tax. The purpose of this item is to discuss the City's willingness to also transfer the collection of its wastewater fees to the County.

According to M1W, property owners are responsible for the payments. In some cases, the property owner chooses to forward their bill to a tenant or third-party payee.

At its City Council meeting held on June 21, 2023, the Council received a presentation from M1W regarding its intent to change their billing to an annual fee to be included on a parcel's property tax bill. On October 30, 2023, the M1W Board of Directors voted to change the billing process from bi-monthly direct billing to property tax billing within the M1W service area, citing the following advantages:

- Shifting from the current billing process to the County property tax bill would eliminate the need to address limitations in M1W's accounting software. The software used to maintain M1W's billing will be replaced, and eliminating the need to handle billing will increase the efficiency of the Agency.

- According to M1W, shifting from direct billing to property tax billing would likely reduce the number of late and delinquent accounts.
- M1W will save approximately $400,000 resulting from this change, e.g., decrease in third party vendor expenses and an increase in revenue collections.

With M1W moving its billing for wastewater service to the County, it is worthwhile for the city to consider doing the same. A few of the reasons for consideration:

- It would resolve a potential issue of customers receiving two separate billings for sewer service, one on the tax bill and one from the city.
- In the event the city decides not to transfer the billing to the County, the city would have to implement a separate system to collect billing which would add costs to the Administrative Services Department. These costs at this point have not been estimated.
- The City's share of the billing would remain the same. The City has already conducted a 218 process on the current rate structure so current customers/ property owners would not see an increase resulting from this transfer.
- For those customers wishing to pay sewer related costs on a more frequent basis, the county has contracted with a third-party vendor, Easy Smart Pay, to pay a parcel's property tax bill, and any subsequent fees like wastewater, on a monthly basis through ACH or credit card.

During the April 17th meeting, representatives from M1W will provide the Council and the public with a presentation to acquaint the Council and the public with the procedure necessary to accomplish the transfer. It is the staff's understanding that this process is governed through the California Health and Safety Code. To effectuate the transfer, the Council would need to direct staff to prepare a written report containing a description of each parcel receiving service and the amount of charge for each year. It is my understanding that M1W would assist with this report. A public hearing would need to be held in June 2024 to consider adoption of a resolution approving the written report (Annual Rate Report) and directing collection of the City's sewer service charges on the County tax roll. In accordance with the Health and Safety Code, adoption must occur annually and with a 2/3 vote of the Council. In addition, a revised collection agreement with M1W and possibly a separate agreement with the County would come before the Council for approval.
Staff is suggesting the following order for this item:

1. Receive Staff Report
2. Recieve Monterey One Water Presentation
3. Council questions of Staff and Monterey One Water
4. Public Comment
5. Council deliberation.

OPTIONS

1. The Council could decide to retain the responsibility for billing and collection.
2. The Council could provide staff with additional direction.

FINANCIAL IMPACT:

The impact of providing this direction at this time would have limited fiscal impact. Should the Council determine to retain the billing and collection responsibility, additional costs would be incurred but have not been estimated.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

1 - Draft Letter of Intention

2 - Copy of Monterey One Water Implementation Plan

April 8, 2024

Fred Marsh
Chief Financial Officer
Monterey One Water
5 Harris Court
Monterey, CA 93940

Subject: Transition of Wastewater (Sewer) Fee Collection to Monterey County Tax Bill

Dear Mr. Marsh

The City of Pacific Grove intends to move the City's wastewater (sewer) fee for collection services to the Monterey County Property Tax Bill. This change is in conjunction with Monterey One Water moving its wastewater service fee to the property tax bill, effective July 1,2024.

The City Manages and maintains the wastewater collection system for the residents and businesses in Pacific Grove. The City understands there is an annual process to place the fee for its wastewater collection service on the property tax bill and will work with Monterey One Water Staff through the required approvals for its fee.

We look forward to working with your staff to formalize this process and implement the change.

Sincerely,

Robert Perrault
Interim City Manager

Cc: Mike McCullough Director of External Affairs, Monterey One Water
Dan Gho Deputy City Manager, Public Works Director
Tori Hannah, Administrative Services Director

COOPERATIVE WATER SOLUTIONS

FOR A SAFE, RESILIENT COMMUNITY



Monterey One Water

Health & Safety Code

M1W can collect wastewater fees on the property tax roll pursuant to Health and Safety Code (HSC) Section 5473 *et seq*



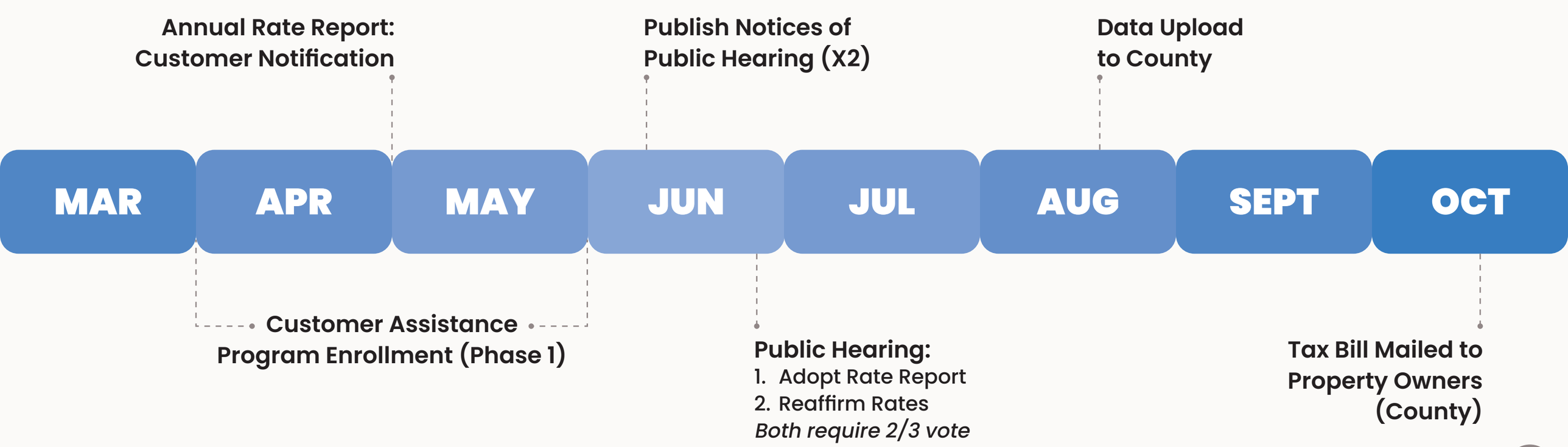
ADOPT WASTEWATER FEES
Pursuant to HSC Section 5471
Requires 2/3 approval of governing body



ADOPT RESOLUTIONS TO COLLECT FEE ON TAX ROLL
Pursuant to HSC Sections 5473 – 5473.11
Requires 2/3 approval of governing body

Implementation Schedule

2024



Customer Outreach



DIRECT customer communication using varied mailings
e.g., bill notice, flyer, etc

BROAD reach using paid print and digital promotions
e.g., newspaper, social, etc

TARGETED support for questions or clarification
e.g., presentations, customer service help, etc

RESOLUTION NO. 24---

RESOLUTION CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF GENERAL AND SPECIAL TAXES, ASSESSMENTS, AND PROPERTY-RELATED FEES AND CHARGES

1. City of Pacific Grove ("Public Agency") requests that the County of Monterey Auditor-Controller enter those general or special taxes, assessments, or property- related fees or charges identified in Exhibit "A" on the tax roll for collection by the County of Monterey Treasurer-Tax Collector and distribution by the County of Monterey Auditor-Controller commencing with the property tax bills for fiscal year 2024-25

NOW THEREFORE, BE IT RESOLVED BY THE 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 Public Agency hereby certifies that it has, without limitation, complied with all legal procedures and requirements necessary for the levying and imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit "A", regardless of whether those procedures and requirements are set forth in the Constitution of the State of California, in State statutes, or in the applicable decisional law of the State of California.

3. The Public Agency further certifies that, except for the sole negligence or misconduct of the County of Monterey, its officers, employees, and agents, with regards to the handling of the USB thumb drive or electronic file identified as Exhibit "A", the Public Agency shall be solely liable and responsible for defending, at its sole expense, cost, and risk, each and every action, suit, or other proceeding brought against the County of Monterey, its officers, employees, and agents for every claim, demand, or challenge to the levying or imposition of the general or special taxes, assessments, or property-related fees or charges identified in Exhibit "A" and that it shall pay or satisfy any judgment rendered against the County of Monterey, its officers, employees, and agents on every such action, suit, or other proceeding, including all claims for refunds and interest thereon, legal fees and court costs, and administrative expenses of the County of Monterey to correct the tax rolls.

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 A. PIERIK, City Attorney

EXHIBIT "A"

TO
RESOLUTION CERTIFYING COMPLIANCE WITH STATE LAW WITH RESPECT TO THE LEVYING OF GENERAL AND SPECIAL TAXES, ASSESSMENTS, AND PROPERTY RELATED FEES AND CHARGES

FISCAL YEAR 2024-25

GENERAL TAXES: None

SPECIAL TAXES: None

ASSESSMENTS: None

FEES OR CHARGES:

1. Levied as an incident of property ownership: Sewer service user charges and sewer connection fees.

2. Other: None

AGREEMENT FOR COLLECTION OF SPECIAL TAXES,
FEES, AND ASSESSMENTS

THIS AGREEMENT is made and entered into this 19th day of June, 2024, by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as "County" and the City of Pacific Grove, a Charter City of the State of California, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, Government Code Sections 29304 and 51800 authorize the County to recoup its collection costs when the County collects taxes, fees, or assessments for any School District, Special District, zone, or improvement District thereof; and

WHEREAS, when requested by District, it is in the public interest that the County collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. County agrees, when requested by District as hereinafter provided, or as required by law, to collect on the County tax rolls the special taxes, fees, and assessments of or owing to the District, and of each zone or improvement District thereof.

2. When County is to collect special taxes, fees, and assessments owing to Districts, District agrees to notify the Auditor-Controller of the County on or before the 1st day of August of each fiscal year of the Assessor's parcel numbers and the amount of each special tax, fee, or assessment to the County, and including, but not limited to, any act of omission or assessment to be so collected. Provided, however, to be effective, the notice must be received by the Auditor-Controller by said date.

3. County may charge the sum of 0.25% of the Original Charge for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the District.

4. District warrants that the taxes, fees, or assessments collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIIC and XIIID of the California Constitution (Proposition 218). District has requested, on County's behalf, an opinion from their legal advisor stating that the tax, fee, or assessment complies with state law, and specifically analyzing compliance with Proposition 218 and any other applicable law. Said opinion is attached hereto as "Exhibit A" and incorporated by reference into this Agreement. District also agrees to reaffirm the validity of the tax, fee, or assessment each time it requests the County to collect such tax, fee, or assessment pursuant to this Agreement.

5. District hereby releases and forever discharges County and its officers, agents, and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this Agreement.

6. District agrees to and shall defend, indemnify and save harmless County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of any of District's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this Agreement. If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, District agrees that County may, in its sole discretion, offset the amount of any costs, expenses or judgment paid by County or by any indemnified party from any monies collected by County on District's behalf, including property taxes, special taxes, fees, or assessment. County may, but is not required to, notify District of its intent to implement any offset authorized by this paragraph. District also agrees that the County may require that some or all of any costs, expenses or judgments required to be paid by the County because of any judgment relating to the assessment or collection of special taxes, fees or assessments contemplated by this Agreement be paid directly by the District and not by way of offset.

7. District agrees that its officers, agents, and employees will cooperate with County by answering inquiries made to District by any person concerning the special tax, fee, or assessment, and District agrees that its officers, agents, and employees will not refer such individuals making inquiries to County officers or employees for response.

8. District shall not assign or transfer this Agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this Agreement.

9. This Agreement shall be effective for the [2024-25] fiscal year and shall be automatically renewed for each fiscal year thereafter unless terminated as hereinafter provided.

10. Either party may terminate this Agreement for any reason for any ensuing fiscal year by giving written notice thereof to the other party prior to May 1st of the preceding fiscal year.

11. County's waiver of breach of any one term, covenant, or other provision of this Agreement is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:_____

By:_____

Approved as to form:

Brian Pierik, Attorney

COUNTY OF MONTEREY

By: _____

Approved as to form:

Office of County Counsel

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 19, 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

Hold second reading of an ordinance adopting the Fiscal Year 24/25 Operating and Capital Improvement Budget and amending the Fiscal Year 23/24 Operating and Capital Improvement Budget.

DISCUSSION

No substantive changes occurred between the first and second readings of this ordinance. The City Clerk caused a summary of the ordinance to be published on June 13, 2024.

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.

Item	*Meeting Date*
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:

General Fund Amendments
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 ¾ 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		

CITY MANAGER

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 PHYSCIAL 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		-

CITY MANAGER (Cont.)

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		

13 - . 5201	FINANCE & ACCOUNT CONTRACT SERVICES	218,000		-
13 - . 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	HDL SERVICES - TOT, BUSINESS LICENSE, AND SALES TAX	60,000
13 - . 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	ADT CAMERA MONITORING SERVICES	4,000
13 - . 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	GASB 68/GASB 75 ACCOUNTING REPORTS	6,000
13 - . 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	COIN PICKUP	3,000
13 - . 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	SUPPLEMENTAL ACFR STATS	3,000
13 - . 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	CLEARGOV TRANSPARENCY, CLEAR PLAN, DIGITAL BUDGET BOOK	18,000
13 - . 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	MISC: WATER, COPIER CHARGES	5,000
13 - . 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	FY 24.25 AUDIT SERVICES	63,000
13 - . 5201	FINANCE & ACCOUNT CONTRACT SERVICES	-	ANNUAL EFINANCE SOFTWARE COSTS	56,000
13 - . 5202	FINANCE & ACCOUNT PROF/CONSULTANT S	26,000		-
13 - . 5202	FINANCE & ACCOUNT PROF/CONSULTANT S	-	MISC PROFESSIONAL SERVICES, POTENTIAL STUDIES	10,000
13 - . 5205	FINANCE & ACCOUNT LEGAL SERVICES	-	FY 24.25 GASB 75 ACTUARIAL REPORT (REQUIRED TWO YEAR STUDY)	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	-	FY 24.25 MISC SERVICE -YEAR-END CLOSING ASSISTANCE (VACANCIES)	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	-	CLIENT ANALYSIS STATEMENT BANK FEES AT 1900 X 12 (ROUND)	23,000
13 - . 5213	FINANCE & ACCOUNT BANK FEES	-	HDL BANKING ASSOCIATED FEES	5,000
13 - . 5213	FINANCE & ACCOUNT BANK FEES	-	MERCHANT TRANSACTION FEES	10,000
13 - . 5215	FINANCE & ACCOUNT MEETING/TRAINING/	14,000		-
13 - . 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	CSMFO QUARTERLY CHAPTER TRAINING (3-4 STAFF)	800
13 - . 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	CSMFO ANNUAL CONFERENCE/ACCOUNTING UPDATE - ASD, PROGRAM MANAGER	3,000
13 - . 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	PUBLIC PROCUREMENT OFFICERS PURCHASING TRAINING	2,000
13 - . 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	GFOA TRAINING - ADVANCED ACCOUNTING OR SIMILAR COURSE	5,000
13 - . 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	YEAR END TAX SEMINAR - PAYROLL ACCOUNTING ASSISTANT AND SR. PROGRAM MANAGER	500
13 - . 5215	FINANCE & ACCOUNT MEETING/TRAINING/	-	GRANT ACCOUNTING MGMT, COMPLIANCE UPDATES, NEW PRONOUNCEMENT 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	-	GFOA MEMBERSHIP - DIRECTOR /CITY MEMBERSHIP	300
13 - . 5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	CSMFO MEMBERSHIPS - DIRECTOR, SENIOR PROGRAM MANAGER, ACCOUNTANT	350
13 - . 5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	CAPPO - MANAGEMENT ANALYST	150
13 - . 5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	COSTCO	50
13 - . 5261	FINANCE & ACCOUNT SUBSCRIPTIONS, ME	-	ASSOCIATE GFOA MEMBER - SENIOR PROGRAM MANAGER	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	-	BUDGET PRINTING	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		

13 - . 5201	INFORMATION SERVI CONTRACT SERVICES	114,000		-
13 - . 5201	INFORMATION SERVI CONTRACT SERVICES	-	NETWORK SUPPORT - GENERAL	10,000
13 - . 5201	INFORMATION SERVI CONTRACT SERVICES	-	AFTERHOURS AND VACATION	15,000
13 - . 5201	INFORMATION SERVI CONTRACT SERVICES	-	LOW VOLTAGE CABLE SUPPORT	8,000
13 - . 5201	INFORMATION SERVI CONTRACT SERVICES	-	GIS SERVICES - PIE SERVICES	20,000
13 - . 5201	INFORMATION SERVI CONTRACT SERVICES	-	GIS MASTERPLAN IMPLEMENTATION - THIRD PHASE OF YR 1	39,000
13 - . 5201	INFORMATION SERVI CONTRACT SERVICES	-	WEBSITE HOSTING MAINTENANCE AND SUPPORT	10,000
13 - . 5201	INFORMATION SERVI CONTRACT SERVICES	-	PHONE SYSTEM MAINTENANCE & SUPPORT	12,000
13 - . 5205	INFORMATION SERVI LEGAL SERVICES	-		-
13 - . 5206	INFORMATION SERVI DATA, COMMUNICATI	26,000		-
13 - . 5206	INFORMATION SERVI DATA, COMMUNICATI	-	INTERNET FOR SITES	26,000
13 - . 5207	INFORMATION SERVI MAINTENANCE SERVI	16,000		-
13 - . 5207	INFORMATION SERVI MAINTENANCE SERVI	-	NETWORK EQUIPMENT MAINTENANCE	5,000
13 - . 5207	INFORMATION SERVI MAINTENANCE SERVI	-	PHONE EQUIPMENT MAINTENANCE	5,000
13 - . 5207	INFORMATION SERVI MAINTENANCE SERVI	-	UPS MAINTENANCE	3,000
13 - . 5207	INFORMATION SERVI MAINTENANCE SERVI	-	HP SERVERS & STORAGE MAINTENANCE SUPPORT	3,000
13 - . 5211	INFORMATION SERVI POSTAGE	200		-
13 - . 5211	INFORMATION SERVI POSTAGE	-	POSTAGE	200
13 - . 5212	INFORMATION SERVI TELEPHONE	39,000		-
13 - . 5212	INFORMATION SERVI TELEPHONE	-	POTS, TRUNKS, DID LINES; CELL PHONE EQUIP. & SERVICES	-
13 - . 5215	INFORMATION SERVI MEETING/TRAINING/	15,000		-
13 - . 5215	INFORMATION SERVI MEETING/TRAINING/	-	MISAC CONFERENCE REGISTRATION	-
13 - . 5215	INFORMATION SERVI MEETING/TRAINING/	-	MICROSOFT 365 & OTHER TRAINING FOR CITY STAFF	-
13 - . 5215	INFORMATION SERVI MEETING/TRAINING/	-	ESRI / GARTNER CONFERENCE REGISTRATION	-
13 - . 5215	INFORMATION SERVI MEETING/TRAINING/	-	GIS TRAINING THROUGH ESRI - AS PER GIS MASTERPLAN	-
13 - . 5215	INFORMATION SERVI MEETING/TRAINING/	-	KNOWBE4 - SECURITY AWARENESS TRAINING AND PHISHER S/W	-
13 - . 5217	INFORMATION SERVI TRAVEL, MEAL COST	3,000		-
13 - . 5217	INFORMATION SERVI TRAVEL, MEAL COST	-	MISAC CONFERENCE	-
13 - . 5217	INFORMATION SERVI TRAVEL, MEAL COST	-	ESRI OR GARTNER ANNUAL CONFERENCE	-
13 - . 5217	INFORMATION SERVI TRAVEL, MEAL COST	-		-
13 - . 5224	INFORMATION SERVI EQUIP REPAIR, MAI	10,000		-
13 - . 5224	INFORMATION SERVI EQUIP REPAIR, MAI	-	MISC. EQUIP., REPAIR, AND SUPPORT RELATED PURCHASES	10,000
13 - . 5225	INFORMATION SERVI OPERATING LEASES/	-		-
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	101,500		-
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	MICROSOFT 365	32,000
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	VEEAM - CLOUD BACKUPS	5,000
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	ADOBE SOFTWARE	7,000
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	WINDOWS CLIENT OS LICENSING	7,000
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	WINDOWS SERVER OS LICENSING	7,000
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	ENDPOINT SECURITY SOFTWARE	15,000
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	SYSTEMS MANAGEMENT, HELPDESK, AND IMAGING SOFTWARE	5,000
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	MISC. SOFTWARE TOOLS & UTILITIES	1,500
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	VMWARE - VIRTUALIZATION SOFTWARE	2,000
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	ZOOM - VIRTUAL MEETINGS SOFTWARE	5,000
13 - . 5229	INFORMATION SERVI SOFTWARE LICENSE	-	NETWORK MONITORING SOFTWARE	15,000
13 - . 5230	INFORMATION SERVI INTERNAL SERVICE	34,000		-
13 - . 5239	INFORMATION SERVI DEPT APPLICATION	98,300		-
13 - . 5239	INFORMATION SERVI DEPT APPLICATION	-	CITIZEN REQUEST MANAGEMENT	9,150
13 - . 5239	INFORMATION SERVI DEPT APPLICATION	-	ESRI GIS LICENSING	12,500
13 - . 5239	INFORMATION SERVI DEPT APPLICATION	-	AGENDA MANAGEMENT SYSTEM SUPPORT/ LICENSING	13,800
INFORMATION TECHNOLOGY (Cont.)			DOCUSIGN	5,000

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		

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	-	BASED ON 1.01% OF GF EXPENSES, PRIOR TO MUSEUM CONTRACT	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	-	AGING FACILITY MAINTENANCE NEEDS	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			

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 & GROUN CONTRACT SERVICES	185,000			-
50 - 5201	BUILDINGS & GROUN CONTRACT SERVICES	-	LANDSCAPING SERVICES PERKINS PARK (REIMBURS)		25,000
50 - 5201	BUILDINGS & GROUN CONTRACT SERVICES	-	ALARM SERVICES		20,000
50 - 5201	BUILDINGS & GROUN CONTRACT SERVICES	-	LINEN & UNIFORM CLEANING		35,000
50 - 5201	BUILDINGS & GROUN CONTRACT SERVICES	-	MONARCH BUTTERFLY CONSULTING		10,000
50 - 5201	BUILDINGS & GROUN CONTRACT SERVICES	-	MUSEUM JANITORIAL		35,000
50 - 5201	BUILDINGS & GROUN CONTRACT SERVICES	-	MISC. CONTRACT SERVICES		22,000
50 - 5201	BUILDINGS & GROUN CONTRACT SERVICES	-	CITY HALL SUPPLEMENTAL JANITORIAL		10,000
50 - 5201	BUILDINGS & GROUN CONTRACT SERVICES	-	GOPHER/MOLE SERVICES PARKS		8,000
50 - 5201	BUILDINGS & GROUN 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 MAINTENANC CONTRACT SERVICES	159,000			-
50 - 5201	STREET MAINTENANC CONTRACT SERVICES	-	STORMWATER MONITORING		40,000
50 - 5201	STREET MAINTENANC CONTRACT SERVICES	-	IWORQ		1,200
50 - 5201	STREET MAINTENANC CONTRACT SERVICES	-	MISC STREET MAINTENANCE CONTRACT SERVICES		22,800
50 - 5201	STREET MAINTENANC CONTRACT SERVICES	-	CONCRETE WORK		75,000
50 - 5201	STREET MAINTENANC 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/CONSULTANT S	-			-
50 - 5202	FORESTRY PROF/CONSULTANT S	-			-
50 - 5205	STREET MAINTENANC LEGAL SERVICES	-			-
50 - 5205	FORESTRY LEGAL SERVICES	-			-
50 - 5206	PUBLIC WORKS ADMI DATA, COMMUNICATI	-			-
50 - 5206	FORESTRY DATA, COMMUNICATI	-			-
50 - 5207	PUBLIC WORKS ADMI MAINTENANCE SERVI	-			-
50 - 5207	MECHANICAL MAINTENANCE SERVI	-			-
50 - 5207	BUILDINGS & GROUN MAINTENANCE SERVI	-			-
50 - 5207	STREET MAINTENANC MAINTENANCE SERVI	-			-
50 - 5207	FORESTRY MAINTENANCE SERVI	-			-
50 - 5208	PUBLIC WORKS ADMI CONTRACT PERSONNE	-			-
50 - 5208	BUILDINGS & GROUN CONTRACT PERSONNE	-			-
50 - 5208	STREET MAINTENANC CONTRACT PERSONNE	-			-
50 - 5208	FORESTRY CONTRACT PERSONNE	-			-
50 - 5211	PUBLIC WORKS ADMI POSTAGE	4,000			-
50 - 5211	MECHANICAL POSTAGE	-			-
50 - 5211	BUILDINGS & GROUN POSTAGE	-			-
50 - 5211	STREET MAINTENANC POSTAGE	-			-

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

PUBLIC WORKS (Cont.)

50 - 5227	BUILDINGS & GROUN VEHICLE REPAIR	39,000		-

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 & GROUN 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 & GROUN SAFETY EQUIP	3,000		-
50 - 5275	BUILDINGS & GROUN 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 REPAI	-		-
50 - 5276	FORESTRY FUEL SYSTEM REPAI	-		-
50 - 5291	PUBLIC WORKS ADMI MISC. DEPT EXPENS	6,500		-
50 - 5291	MECHANICAL MISC. DEPT EXPENS	2,000		-
50 - 5291	BUILDINGS & GROUN 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 MA	-		-
50 - 5303	MECHANICAL BOOKS, PRINTED MA	-		-
50 - 5303	FORESTRY BOOKS, PRINTED MA	-		-
50 - 5305	PUBLIC WORKS ADMI JANITORIAL SUPPLI	-		-
50 - 5305	BUILDINGS & GROUN JANITORIAL SUPPLI	47,000		-
50 - 5305	BUILDINGS & GROUN JANITORIAL SUPPLI	-	JANITORIAL & SANITATION SUPPLY NEEDS FOR PUBLIC RESTROOMS AND FACILITIES	47,000
50 - 5305	FORESTRY JANITORIAL SUPPLI	-		-
50 - 5306	PUBLIC WORKS ADMI OFFICE EQUIPMENT	-		-
50 - 5306	MECHANICAL OFFICE EQUIPMENT	-		-
50 - 5306	BUILDINGS & GROUN 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 & GROUN OTHER SUPPLIES	35,000		-
50 - 5309	BUILDINGS & GROUN OTHER SUPPLIES	-	VARIOUS SUPPLIE - 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 COMMMUNITY TREE PLANTING	70,000
50 - 5311	PUBLIC WORKS ADMI VEHICLE FUEL	1,500		-
50 - 5311	MECHANICAL VEHICLE FUEL	1,000		-
50 - 5311	BUILDINGS & GROUN VEHICLE FUEL	13,000		-
50 - 5311	STREET CLEANING VEHICLE FUEL	-		-
50 - 5311	STREET MAINTENANC VEHICLE FUEL	7,000		-
50 - 5311	FORESTRY VEHICLE FUEL	-		-
50 - 5312	PUBLIC WORKS ADMI VEHICLE TIRES	-		-
50 - 5312	MECHANICAL VEHICLE TIRES	-		-
50 - 5312	BUILDINGS & GROUN VEHICLE TIRES	-		-
50 - 5312	STREET CLEANING VEHICLE TIRES	-		-
50 - 5312	STREET MAINTENANC VEHICLE TIRES	-		-
50 - 5312	FORESTRY VEHICLE TIRES	-		-
50 - 5314	BUILDINGS & GROUN MEMORIAL BENCH SU	-		-
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 & GROUN SMALL TOOLS	5,000		-
50 - 5322	BUILDINGS & GROUN SMALL TOOLS	-	VARIOUS SMALL TOOL NEEDS FOR BUILDING AND GROUNDS OPERATIONS	5,000
50 - 5322	STREET MAINTENANC SMALL TOOLS	-		-
50 - 5322	FORESTRY SMALL TOOLS	-		-
50 - 5324	BUILDINGS & GROUN CONSTRUCTION SUPP	-		-
50 - 5324	FORESTRY CONSTRUCTION SUPP	-		-
50 - 5325	STREET MAINTENANC HAZ WASTE DISPOSA	-		-
50 - 5325	FORESTRY HAZ WASTE DISPOSA	-		-
50 - 5331	PUBLIC WORKS ADMI STREET SUPPLIES	-		-
50 - 5331	BUILDINGS & GROUN STREET SUPPLIES	-		-
50 - 5331	STREET MAINTENANC 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 & GROUN 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
Chautaqua 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 Beginning	Revenues	Transfers In	Expenditures	Transfers Out	Est. FY 24/25 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
Chautaqua 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: Lori Frati, Finance Manager

MEETING DATE: June 19, 2024

SUBJECT: Core Revenue Report for May

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

RECOMMENDATION

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

DISCUSSION

The City of Pacific Grove's General Fund revenues are primarily derived from Property Tax, Transient Occupancy Tax and Sales and Use Tax revenues. In the Fiscal Year 23-24 Approved Budget, these three revenue sources were estimated to generate $22 million dollars. These revenues account for approximately 70% of the General Fund's ongoing revenues. Details on the budgeted amounts and revenues to date are included in Attachment 1.

OPTIONS

N/A - This is information only.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Core Revenue Report for June

Core Revenue Report
Fiscal Year 2023/24 – May 2024

The following tables include the FY23/24 budget and year to date revenues. The receipts represent funds received to date.

PROPERTY TAX

Property Tax is the first largest source of the General Fund revenue. The City typically receives property tax payments in December, April, and June. The following table presents Fiscal Year 2023/24 budget, and revenues received to date.

Property Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY23/24	9,806,000	9,820,374	100%

TRANSIENT OCCUPANCY TAX (TOT)

Transient Occupancy Tax (TOT) is the General Fund's second-largest source of revenue which the City receives on a monthly basis. The following table presents Fiscal Year 2023/24 budget and revenues received to date.

Transient Occupancy Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY23/24	6,753,000	5,515,871	82%

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

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

Lodging Period	2021/22	2022/23	2023/24	Net Difference
July	673,475	797,756	834,401	36,645
August	730,578	818,939	795,551	(23,388)
September	578,129	639,644	671,498	31,854
October	475,290	589,714	640,567	50,853
November	431,862	411,136	433,937	22,801
December	378,655	371,160	366,055	(5,102)
January	314,248	370,713	371,289	576
February	412,711	336,276	294,952	(41,324)
March	476,041	446,634	538,604	91,970
April	568,275	574,513	569,017	(5,496)
May	612,496	623,891	-	-
June	621,212	573,141	-	-
Total	**6,272,972**	**6,553,517**	**5,515,871**	**159,389**
May revenues are expected to be received in late June 2024.				

SALES AND USE TAX

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

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

The following table presents the Fiscal Year 23/24 budget and revenues received to date.

Sales and Use Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY23/24	6,039,000	4,505,075	75%

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

Remittance Period	2021/22	2022/23	2023/24	Net Difference
July Advance	303,144	350,801	464,029	133,228
August Advance	507,200	364,694	444,973	80,009
September True-up	287,224	475,273	690,001	214,728
October Advance	311,118	411,967	411,284	(683)
November Advance	324,181	424,467	499,859	75,392
December True-up	479,810	658,665	570,119	(88,546)
January Advance	260,937	368,119	385,286	17,167
February Advance	316,738	384,955	482,865	97,910
March True-up	471,617	621,062	556,659	(17,854)
April Advance	329,326	468,572	-	-
May Advance	436,035	498,977	-	-
June True-Up	513,452	556,703	-	-
Total	**4,540,782**	**5,584,256**	**4,505,075**	**529,205**
April 2024 payments are anticipated to be received in late June as the State pays the City two months in arrears				

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 19, 2024

SUBJECT: May 2024 Check Register

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

RECOMMENDATION

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

DISCUSSION

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

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

Attached is the check register report for May 2024. The monthly total is provided on the last page of the report.

OPTIONS

N/A - This is informational only.

FINANCIAL IMPACT:

There is no fiscal impact. This is informational only.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

May Check Register

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109208	05/03/24	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	889.59
101	109208	05/03/24	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,820.05
TOTAL CHECK								0.00	2,709.64
101	109209	05/03/24	2935	CALIF LAW ENFORCMEN	01	202	DED:3200 LTD PD	0.00	672.00
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	569.42
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:112 HEALTH	0.00	904.95
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:2783 HEALTH	0.00	1,314.27
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	1,372.23
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:4304 HEALTH	0.00	1,145.22
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,189.27
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	1,230.89
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:126 HEALTH	0.00	1,230.90
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	1,420.26
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,708.55
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	2,461.78
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,744.46
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,744.46
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,793.00
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	2,840.52
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,567.81
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,942.84
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	4,234.00
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	6,627.50
101	109210	05/03/24	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	6,627.88
TOTAL CHECK								0.00	50,670.21
101	109211	05/03/24	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	1,992.03
101	109212	05/03/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10,894.18
101	109212	05/03/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	14,827.27
101	109212	05/03/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	37,239.29
TOTAL CHECK								0.00	62,960.74
101	109213	05/03/24	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	746.36
101	109214	05/03/24	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	14,129.80
101	109214	05/03/24	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	375.00
TOTAL CHECK								0.00	14,504.80
101	109215	05/03/24	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	138.46
101	109216	05/03/24	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	45.00
101	109217	05/03/24	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	63.80
101	109217	05/03/24	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	115.87
101	109217	05/03/24	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,175.80
101	109217	05/03/24	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,608.50
101	109217	05/03/24	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,276.80
TOTAL CHECK								0.00	11,240.77

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ACCOUNTING PERIOD: 12/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109218	05/03/24	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	109219	05/03/24	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	112.77
101	109219	05/03/24	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	423.31
101	109219	05/03/24	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	303.20
101	109219	05/03/24	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	711.15
101	109219	05/03/24	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	454.80
TOTAL CHECK								0.00	2,005.23
101	109220	05/03/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	130.60
101	109221	05/03/24	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	130.76
101	109221	05/03/24	2133	PERS	01	202	DED:08 PERS OTHER	0.00	311.60
101	109221	05/03/24	2133	PERS	01	202	DED:0004 SURV BEN	0.00	87.42
101	109221	05/03/24	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.44
101	109221	05/03/24	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	671.26
101	109221	05/03/24	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	764.33
101	109221	05/03/24	2133	PERS	01	202	DED:0000 PERS	0.00	2,893.90
101	109221	05/03/24	2133	PERS	01	202	DED:01 PERS	0.00	8,918.49
101	109221	05/03/24	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	9,300.89
101	109221	05/03/24	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	9,908.13
101	109221	05/03/24	2133	PERS	01	202	DED:0006 PERS CITY	0.00	10,504.37
101	109221	05/03/24	2133	PERS	01	202	DED:0002 PERS	0.00	4,556.97
101	109221	05/03/24	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,745.74
101	109221	05/03/24	2133	PERS	01	202	DED:0021 PERS REG M	0.00	11,393.59
101	109221	05/03/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	11,420.24
TOTAL CHECK								0.00	76,604.25
101	109222	05/03/24	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	910.38
101	109222	05/03/24	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	8.00
TOTAL CHECK								0.00	918.38
101	109223	05/03/24	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	31.75
101	109224	05/03/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	4,204.57
101	109225	05/03/24	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	1,417.50
101	109226	05/03/24	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	426.14
101	109227	05/03/24	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	583.40
101	109228	05/03/24	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	345.00
101	109228	05/03/24	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	174.50
101	109228	05/03/24	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	45.00
101	109228	05/03/24	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	15.00
101	109228	05/03/24	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	76.78
TOTAL CHECK								0.00	656.28
101	109229	05/06/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	5.00
101	109229	05/06/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	10.29
101	109229	05/06/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	19.32

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ACCOUNTING PERIOD: 12/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	34.61
101	109230	05/06/24	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	28.55
101	109231	05/06/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	0.23
101	109232	05/06/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	51.12
101	109232	05/06/24	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	51.58
TOTAL CHECK								0.00	102.70
101	109233	05/06/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	7.32
101	109234	05/06/24	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	15.75
101	109238	05/10/24	438	CALIFORNIA AMERICAN	131	5222	300 FOREST FIRE-50%	0.00	23.79
101	109238	05/10/24	438	CALIFORNIA AMERICAN	201	5222	300 FOREST FIRE-50%	0.00	23.79
101	109238	05/10/24	438	CALIFORNIA AMERICAN	501	5222	MECH 5%	0.00	29.12
101	109238	05/10/24	438	CALIFORNIA AMERICAN	351	5222	643 HYDRANTS HYDT	0.00	36.61
101	109238	05/10/24	438	CALIFORNIA AMERICAN	131	5222	308 16TH ST.	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	748 LIGHTHSE IRRG	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	765 LIGHTHSE IRRIG	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	800 LIGHTHSE PLANTE	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	792 LIGHTHSE IRRIG	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	582 LIGHTHSE IRRIG	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	2100 SUNSET DRIVE	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	840 LIGHTHSE PLANTE	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	850 LIGHTHSE PLANTE	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	882 LIGHTHSE PLANTE	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	106 7TH ST PARK	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	351	5222	600 PINE AVE FIRE	0.00	47.58
101	109238	05/10/24	438	CALIFORNIA AMERICAN	421	5222	CENTRAL 4 IN FIRE	0.00	47.58
101	109238	05/10/24	438	CALIFORNIA AMERICAN	411	5222	165 FOREST AVE FIRE	0.00	47.58
101	109238	05/10/24	438	CALIFORNIA AMERICAN	421	5222	139 GRAND AVE	0.00	71.10
101	109238	05/10/24	438	CALIFORNIA AMERICAN	131	5222	300 FOREST IRRIG	0.00	79.06
101	109238	05/10/24	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST FIRE	0.00	79.83
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	B & G 15%	0.00	87.34
101	109238	05/10/24	438	CALIFORNIA AMERICAN	421	5222	611 CENTRAL AVE	0.00	151.37
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	263 GROVE ACRES	0.00	185.07
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	100 OCEANVW IRRIG	0.00	207.93
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	429 LIGHTHOUSE IRRG	0.00	207.93
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	619 OCEANVIEW IRRIG	0.00	207.93
101	109238	05/10/24	438	CALIFORNIA AMERICAN	131	5222	300 FOREST AVE	0.00	207.93
101	109238	05/10/24	438	CALIFORNIA AMERICAN	421	5222	150 FOREST-JEWELL P	0.00	207.93
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	711 OCEANVIEW IRRG	0.00	212.08
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	196 OCEANVW IRRIG	0.00	212.43
101	109238	05/10/24	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVIEW IRRG	0.00	216.18
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	165 FOREST-MUSEUM	0.00	292.42
101	109238	05/10/24	438	CALIFORNIA AMERICAN	421	5222	230 17-MILE DRIVE	0.00	311.53
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	707 OCEANVIEW-NAIAD	0.00	331.57
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	863 OCEANVIEW IRRG	0.00	331.57
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	1051 OCEANVIEW IRRG	0.00	331.57
101	109238	05/10/24	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST BDOM-FR	0.00	350.27

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109238	05/10/24	438	CALIFORNIA AMERICAN	301	5222	580 PINE	0.00	361.35
101	109238	05/10/24	438	CALIFORNIA AMERICAN	421	5222	515 JUNIPERO	0.00	372.56
101	109238	05/10/24	438	CALIFORNIA AMERICAN	421	5222	114 CALEDONIA PK	0.00	389.26
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	391 OCEANVW-BERWICK	0.00	423.12
101	109238	05/10/24	438	CALIFORNIA AMERICAN	131	5222	300 FOREST	0.00	484.81
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	930 SINEX	0.00	492.41
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	610 OCEANVW IRRIGPK	0.00	779.99
101	109238	05/10/24	438	CALIFORNIA AMERICAN	401	5222	550 CENTRAL	0.00	832.53
101	109238	05/10/24	438	CALIFORNIA AMERICAN	501	5222	SUNSET-CORPYARD18%	0.00	104.81
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	585 LAUREL	0.00	104.92
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	1025 MORSE-PLATT PK	0.00	104.92
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	130 LIGHTHOUSE IRRI	0.00	104.92
101	109238	05/10/24	438	CALIFORNIA AMERICAN	351	5222	600 PINE	0.00	267.24
101	109238	05/10/24	438	CALIFORNIA AMERICAN	421	5222	980 PIEDMONT BALL P	0.00	274.49
101	109238	05/10/24	438	CALIFORNIA AMERICAN	503	5222	620 OCEANVIEW/BATH	0.00	1,512.19
101	109238	05/10/24	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVW-SWIM PL	0.00	1,671.84
TOTAL CHECK								0.00	13,294.66
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	PHN BOOTH-BERWICK	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA PK LIGHTS	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION RM	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	BEACH BOAT STORAGE	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	CONCESSION STAND	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	COR MELROSE	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	ON 17 MILE DR	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	ON 17 MILE DR	0.00	0.02
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	0.54
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION RM	0.00	3.07
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	4.74
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	7.19
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	8.38
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	9.86
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA PK LIGHTS	0.00	9.87
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	11.65
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	BERWICK PARK AT	0.00	14.25
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	PARKING LOT LIGHT	0.00	14.30
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	ON 17 MILE DR	0.00	10.41
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD DM & 5TH	0.00	15.51
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION RM	0.00	17.55
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	OCEANVIEW & 17TH	0.00	19.14
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	21.94
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	GRAND AV & PK PL	0.00	22.28

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	23.43
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	25.81
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKLR	0.00	27.65
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	620 OCEAN VIEW POOL	0.00	29.08
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	131	5222	101 CIY HLL/FIN-50%	0.00	33.38
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	201	5222	101 CTY HLL/CEDD-50	0.00	33.39
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	PDMNT & MORELAND	0.00	34.46
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	COR MELROSE	0.00	35.13
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	PHN BOOTH-BERWICK	0.00	44.51
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	BEACH BOAT STORAGE	0.00	56.78
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	57.27
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	61.62
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	101	5222	CITY COUNCIL - 3%	0.00	75.94
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	RECREATION - 3%	0.00	75.94
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	162 16TH STREET	0.00	87.08
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD SUNSET DR	0.00	88.14
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	CONCESSION STAND	0.00	90.92
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	503	5222	COR MELROSE	0.00	94.13
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	17 MILE DRIVE	0.00	98.55
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	102.67
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	121.89
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	134.35
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	131	5222	FINANCE - 7%	0.00	177.16
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	198.13
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	223.32
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	227.61
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	300 16TH ST.	0.00	238.20
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	201	5222	CEDD - 9.5%	0.00	240.47
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	121	5222	CITY MANAGER - 9.5%	0.00	240.47
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	561.10
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	401	5222	550 CENTRAL AVE	0.00	590.94
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	605.51
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	351	5222	FD - 24%	0.00	607.51
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPT	0.00	695.83
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	917.08
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	301	5802	580 PINE AVE - LN	0.00	1,046.81
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	301	5222	PD - 43%	0.00	1,088.45
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	340.56
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	411	5222	165 FOREST AVE	0.00	347.15
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPT	0.00	368.28
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	131	5222	300 FOREST AVE	0.00	417.80
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	421.47
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	301	5222	580 PINE AVE	0.00	1,516.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	1,565.38
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	1,642.31
TOTAL CHECK								0.00	14,962.64
101	109240	05/10/24	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	3,724.88
101	109240	05/10/24	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	73,700.80
TOTAL CHECK								0.00	77,425.68
101	109241	05/10/24	67	ALERT-ALL CORPORATI	351	5291	FIRE SAFETY SUPPLIE	0.00	477.43

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109242	05/10/24	3970	ALHAMBRA & SIERRA S	421	5201	BOTTLED WATER SERVI	0.00	34.94
101	109243	05/10/24	10342	ALISON FISHMAN	01	4463	REFUND REES CAMP2	0.00	234.75
101	109245	05/10/24	8330	AMAZON CAPITAL SERV	421	5361	SPORTS EQUIPMENT	0.00	43.19
101	109245	05/10/24	8330	AMAZON CAPITAL SERV	503	5223	WATER PUMP	0.00	42.56
101	109245	05/10/24	8330	AMAZON CAPITAL SERV	501	5309	VOLUNTEER SFTY VEST	0.00	114.65
101	109245	05/10/24	8330	AMAZON CAPITAL SERV	501	5301	OFFICE SUPPLIES	0.00	63.88
101	109245	05/10/24	8330	AMAZON CAPITAL SERV	513	5322	FORESTRY TOOLS	0.00	65.90
101	109245	05/10/24	8330	AMAZON CAPITAL SERV	503	5322	WEEDING TOOL	0.00	68.82
TOTAL CHECK								0.00	399.00
101	109246	05/10/24	3905	AMERICAN LOCK & KEY	503	5223	TENNIS COURT LOCK	0.00	439.05
101	109247	05/10/24	7585	AMERICAN SOLUTIONS	131	5301	ENVELOPES - LOGO	0.00	521.94
101	109247	05/10/24	7585	AMERICAN SOLUTIONS	131	5301	WINDOW ENV - LOGO	0.00	723.13
101	109247	05/10/24	7585	AMERICAN SOLUTIONS	131	5301	AP VOUCHERS	0.00	2,033.49
TOTAL CHECK								0.00	3,278.56
101	109248	05/10/24	8652	AMY COLONY	501	5309	VOLUNTEER LNCH SPPL	0.00	53.49
101	109249	05/10/24	10346	ANDREW BRADLEY	01	214	RFND DEPOSIT LVRS P	0.00	206.00
101	109250	05/10/24	10322	ARON RIGGIN	01	4469	RFND CANCELLED CLAS	0.00	160.00
101	109251	05/10/24	6154	AT&T	133	5206	LH INTERNET 21267	0.00	106.29
101	109252	05/10/24	5363	AT&T CALNET 3	133	5212	ADMIN	0.00	29.02
101	109252	05/10/24	5363	AT&T CALNET 3	133	5212	CH GNRTR ALARM LINE	0.00	29.56
TOTAL CHECK								0.00	58.58
101	109253	05/10/24	8476	AT&T MOBILITY	301	5206	DEPARTMENT CELLPHON	0.00	1,832.82
101	109254	05/10/24	10087	ATKINSON, ANDELSON,	111	5205	FY24 LEGAL SERVICES	0.00	5,459.18
101	109254	05/10/24	10087	ATKINSON, ANDELSON,	111	5205	FY24 LEGAL SERVICES	0.00	34,853.91
TOTAL CHECK								0.00	40,313.09
101	109257	05/10/24	230	BARRY'S CARPET SERV	401	5223	RTRN TRIP CRPT CLNI	0.00	240.00
101	109258	05/10/24	7156	BELSON OUTDOORS, IN	503	5223	LIB BIKE RACKS	0.00	310.21
101	109261	05/10/24	2993	CENTRALSQUARE TECHN	131	5201	FINANCE SOFTWARE	0.00	4,726.62
101	109262	05/10/24	5198	CODE PUBLISHING, IN	101	5261	ANNUAL WEB UPDATE F	0.00	830.00
101	109263	05/10/24	5171	COMCAST	133	5206	PW INTERNET 4117	0.00	228.75
101	109263	05/10/24	5171	COMCAST	133	5206	PW INTERNET 9527	0.00	106.23
101	109263	05/10/24	5171	COMCAST	133	5206	PD INTERNET 7836	0.00	141.73
TOTAL CHECK								0.00	476.71
101	109264	05/10/24	9346	CRAFT ELECTRIC COMP	503	5223	BEACH HOUSE BTHRMS	0.00	3,154.10

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109267	05/10/24	10344	DUSTIN TRIMBLE	01	4468	REFUND REESE SWIM	0.00	123.00
101	109268	05/10/24	952	FEDERAL EXPRESS COR	301	5211	SHIPPING TO DOJ LAB	0.00	40.55
101	109268	05/10/24	952	FEDERAL EXPRESS COR	301	5211	SHIPPING TO SJ PD	0.00	44.87
TOTAL CHECK								0.00	85.42
101	109269	05/10/24	982	FIRST ALARM INC.	301	5201	ALARM TEST	0.00	143.73
101	109270	05/10/24	7127	GACHINA LANDSCAPE M	503	5201	FY23/24 PARK MOWING	0.00	1,599.00
101	109271	05/10/24	8911	GISELLE ACEVEDO	301	5215	ARREST & CNTRL TRNI	0.00	655.50
101	109272	05/10/24	9860	GOOD CITY COMPANY	225	5209	420 LA CALLE CORTE	0.00	4,875.00
101	109273	05/10/24	1105	GRANITE ROCK COMPAN	505	5331	COLD MIX	0.00	3,207.59
101	109274	05/10/24	3409	GREEN RUBBER-KENNED	503	5223	SUPPLIES	0.00	103.35
101	109275	05/10/24	10070	HEIHACHIRO TAKARABE	421	5208	TAI CHI 04/03/2024	0.00	84.00
101	109276	05/10/24	4321	HOME DEPOT CREDIT S	503	5322	HACKZALL KIT	0.00	195.56
101	109277	05/10/24	10335	IMPERIAL COUNTY OFF	133	5206	Q2 OCT - DEC 2023	0.00	170.81
101	109277	05/10/24	10335	IMPERIAL COUNTY OFF	133	5206	Q3 JAN-MAR 2023	0.00	1,743.62
TOTAL CHECK								0.00	1,914.43
101	109278	05/10/24	3551	INTERNATIONAL CODE	201	5303	LEGAL ASPECTS CODE	0.00	60.96
101	109280	05/10/24	10340	JUAN L. SÁNCHEZ	401	6001	SRP PERF.	0.00	500.00
101	109282	05/10/24	9768	JULIE MORALES	01	4463	REFUND JAMES CAMP1	0.00	147.75
101	109283	05/10/24	10324	LATINA PERRY	01	4469	REFUND AHZANI BOXIN	0.00	80.00
101	109283	05/10/24	10324	LATINA PERRY	01	4463	REFUND AHZANI CAMP	0.00	81.00
TOTAL CHECK								0.00	161.00
101	109286	05/10/24	4534	HOMETEK	503	5223	MEMORIAL BNCH INSCR	0.00	165.00
101	109287	05/10/24	10347	MADRONE CONSTRUCTIO	01	4203	RFND 80% PERMIT FEE	0.00	8,326.40
101	109289	05/10/24	10300	MARYN LJUBIMOW	01	4468	REFUND CORA SWIM	0.00	61.50
101	109289	05/10/24	10300	MARYN LJUBIMOW	01	4463	REFUND CORA CAMP	0.00	81.00
TOTAL CHECK								0.00	142.50
101	109290	05/10/24	1788	MONTEREY COUNTY CON	130	5261	JURISDICTION IMPROV	0.00	37,973.00
101	109291	05/10/24	8889	MICHAELS TAQUERIA	501	5309	VOLUNTEER CATER LNC	0.00	2,100.00
101	109293	05/10/24	3807	MONTEREY COUNTY WEE	201	5221	PH 200 1ST PC	0.00	261.00
101	109293	05/10/24	3807	MONTEREY COUNTY WEE	201	5221	PH CDD PC	0.00	261.00
TOTAL CHECK								0.00	522.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109294	05/10/24	1787	MONTEREY PENINSULA	301	5227	VEHICLE REPAIR	0.00	3,072.37
101	109295	05/10/24	8336	MONTEREY SPORTS CEN	121	5236	FITNESS ASSESSMENT	0.00	100.00
101	109296	05/10/24	1801	MONTEREY TIRE SERVI	503	5227	UNIT 52	0.00	996.24
101	109297	05/10/24	1802	CITY OF MONTEREY	351	5201	FY24 FIRE SERVICES	0.00	248,244.60
101	109297	05/10/24	1802	CITY OF MONTEREY	351	5295	FIRE SVS JAN-MAR 24	0.00	3,255.00
TOTAL CHECK								0.00	251,499.60
101	109298	05/10/24	9277	NETFILE, INC.	133	5239	ANNUAL SUBSCRIPTION	0.00	4,560.00
101	109299	05/10/24	9239	NUTRIEN AG SOLUTION	503	5223	CHEETAH PRO	0.00	308.94
101	109300	05/10/24	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	326.87
101	109300	05/10/24	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	170.75
101	109300	05/10/24	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	186.87
101	109300	05/10/24	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	48.17
101	109300	05/10/24	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	91.03
101	109300	05/10/24	1958	ODP BUSINESS SOLUTI	131	5301	CREDIT MEMO - RETUR	0.00	-7.64
TOTAL CHECK								0.00	816.05
101	109301	05/10/24	9576	O'REILLY AUTO ENTER	503	5227	UNIT 58	0.00	61.93
101	109301	05/10/24	9576	O'REILLY AUTO ENTER	503	5227	UNIT 58	0.00	12.89
101	109301	05/10/24	9576	O'REILLY AUTO ENTER	503	5227	B&G ZAMBONI	0.00	573.37
TOTAL CHECK								0.00	648.19
101	109302	05/10/24	2024	PACIFIC GAS & ELECT	421	5222	REC 4030-4	0.00	380.39
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	505	5309	STREETS	0.00	244.70
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	351	5223	FIRE DEPT	0.00	249.81
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	411	5223	MUSEUM	0.00	57.82
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY	0.00	148.34
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	503	5223	B&G	0.00	1,116.78
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	421	5291	REC	0.00	798.58
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	301	5223	POLICE VEHICLE	0.00	97.70
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	503	5227	B&G VEH	0.00	19.16
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	502	5309	MECH	0.00	30.54
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	201	5291	CDD	0.00	37.21
TOTAL CHECK								0.00	2,800.64
101	109304	05/10/24	2055	PACIFIC INST.OF DEF	301	5215	OFFICER TRAINING	0.00	1,758.00
101	109305	05/10/24	4386	PACIFIC PRODUCTS &	505	5331	DRUMS	0.00	855.38
101	109306	05/10/24	2062	PACIFIC WEST WATER	131	5301	DRINKING WATER	0.00	42.85
101	109306	05/10/24	2062	PACIFIC WEST WATER	201	5301	DRINKING WATER	0.00	42.85
TOTAL CHECK								0.00	85.70
101	109308	05/10/24	10348	PLASTIC FULFILLMENT	401	5301	LIBRARY SUPPLIES	0.00	1,437.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109309	05/10/24	9575	REMY MOOSE MANLEY,	201	5205	LEGAL SERVICES P PG	0.00	197.50
101	109310	05/10/24	6520	RINCON CONSULTANTS,	201	5202	RINCON - HOUSING EL	0.00	34,096.01
101	109311	05/10/24	10343	ROSIO PIZ	01	4468	REFUND SELINE SWIM	0.00	108.00
101	109312	05/10/24	9870	RUDOLFO PONCE	130	5601	FACADE IMPRVMNT PRG	0.00	2,262.50
101	109313	05/10/24	7192	SARAH PAGNELLA	01	4469	REFUND EMILY AF-LTN	0.00	37.50
101	109314	05/10/24	10341	SARAH SAXBY	01	4402	REFUND FEE 4 RTRFT	0.00	241.00
101	109316	05/10/24	7891	SIR SPEEDY	201	5301	BIZ CARDS CDD PLANN	0.00	96.11
101	109316	05/10/24	7891	SIR SPEEDY	501	5301	BIZ CARDS PW GOSS	0.00	86.36
101	109316	05/10/24	7891	SIR SPEEDY	501	5301	BIZ CARDS PW ALIOTT	0.00	86.37
TOTAL CHECK								0.00	268.84
101	109317	05/10/24	1768	STURDY OIL COMPANY	505	5311	STRT	0.00	1,563.79
101	109317	05/10/24	1768	STURDY OIL COMPANY	301	5311	PD	0.00	3,644.30
101	109317	05/10/24	1768	STURDY OIL COMPANY	01	111	01-111	0.00	3,670.68
101	109317	05/10/24	1768	STURDY OIL COMPANY	503	5311	B&G	0.00	3,127.59
TOTAL CHECK								0.00	12,006.36
101	109318	05/10/24	2606	SUMMIT UNIFORMS	301	5275	VEST UNIFORMS	0.00	113.75
101	109319	05/10/24	9836	THE SHERWIN WILLIAM	505	5331	STREET SUPPLIES	0.00	108.35
101	109320	05/10/24	2680	TOPE'S TREE SERVICE	513	5201	FY23/24 TREE SERVIC	0.00	24,908.00
101	109321	05/10/24	4650	TORO PETROLEUM CORP	351	5311	FD 600 PINE	0.00	1,862.88
101	109322	05/10/24	2786	VERIZON WIRELESS	501	5212	PW	0.00	745.53
101	109322	05/10/24	2786	VERIZON WIRELESS	201	5212	CDD	0.00	46.23
101	109322	05/10/24	2786	VERIZON WIRELESS	301	5212	PD	0.00	103.69
101	109322	05/10/24	2786	VERIZON WIRELESS	501	5212	PW	0.00	92.87
101	109322	05/10/24	2786	VERIZON WIRELESS	351	5212	FIRE	0.00	64.30
101	109322	05/10/24	2786	VERIZON WIRELESS	121	5212	CM	0.00	20.53
101	109322	05/10/24	2786	VERIZON WIRELESS	133	5212	ADMIN	0.00	38.01
101	109322	05/10/24	2786	VERIZON WIRELESS	401	5212	LIB	0.00	76.02
101	109322	05/10/24	2786	VERIZON WIRELESS	133	5212	ADMIN	0.00	77.44
TOTAL CHECK								0.00	1,264.62
101	109323	05/10/24	10345	VICTORIYA HIDALGO	01	214	RFND DEPOSIT LVRS P	0.00	196.00
101	109324	05/10/24	2800	ROXANE J VIRAY	301	5123	RTRMNT BNFTS APR '2	0.00	150.00
101	109325	05/10/24	9303	WATSONVILLE CHRYSLE	301	5227	PD UNIT 4	0.00	730.80
101	109326	05/10/24	9305	WATSONVILLE FORD	503	6001	PW TRANSIT CONNECT	0.00	37,252.30
101	109326	05/10/24	9305	WATSONVILLE FORD	301	5227	UNIT 6	0.00	61.68
TOTAL CHECK								0.00	37,313.98

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109327	05/10/24	8136	WELLS FARGO VENDOR	501	5225	FY 23/24 KONICA LEA	0.00	180.28
101	109327	05/10/24	8136	WELLS FARGO VENDOR	401	5225	FY 23/24 KONICA LEA	0.00	201.58
101	109327	05/10/24	8136	WELLS FARGO VENDOR	301	5225	FY 23/24 KONICA LEA	0.00	212.52
101	109327	05/10/24	8136	WELLS FARGO VENDOR	131	5225	FY 23/24 KONICA LEA	0.00	212.52
101	109327	05/10/24	8136	WELLS FARGO VENDOR	121	5225	FY 23/24 KONICA LEA	0.00	213.74
101	109327	05/10/24	8136	WELLS FARGO VENDOR	201	5225	FY 23/24 KONICA LEA	0.00	248.43
TOTAL CHECK								0.00	1,269.07
101	109328	05/10/24	8989	WEX BANK	301	5311	FUEL	0.00	158.60
101	109329	05/10/24	9716	BRIAN WHITSON	503	5201	FY23/24 JANITORIAL	0.00	2,100.00
101	109329	05/10/24	9716	BRIAN WHITSON	503	5201	FY23/24 SUPPLEMENTA	0.00	380.00
TOTAL CHECK								0.00	2,480.00
101	109331	05/10/24	2024	PACIFIC GAS & ELECT	501	5222	PW ADMIN 5508-4	0.00	5,278.49
101	109333	05/16/24	4943	US BANK	301	5215	MADALONE	0.00	-825.00
101	109333	05/16/24	4943	US BANK	133	5215	KHASIMI	0.00	2.99
101	109333	05/16/24	4943	US BANK	502	5309	GHO	0.00	6.56
101	109333	05/16/24	4943	US BANK	131	5291	FEE	0.00	12.41
101	109333	05/16/24	4943	US BANK	401	6001	WILLIAMS	0.00	12.53
101	109333	05/16/24	4943	US BANK	121	5261	ARRIOLA	0.00	57.75
101	109333	05/16/24	4943	US BANK	501	5261	GHO	0.00	60.99
101	109333	05/16/24	4943	US BANK	121	5215	LIVIAN	0.00	94.45
101	109333	05/16/24	4943	US BANK	121	5221	ARRIOLA	0.00	100.00
101	109333	05/16/24	4943	US BANK	301	5301	HOFFMAN	0.00	48.30
101	109333	05/16/24	4943	US BANK	201	5309	VAUGHN	0.00	163.90
101	109333	05/16/24	4943	US BANK	121	5236	ARRIOLA	0.00	174.57
101	109333	05/16/24	4943	US BANK	201	5309	GHO	0.00	194.15
101	109333	05/16/24	4943	US BANK	401	5301	WILLIAMS	0.00	223.60
101	109333	05/16/24	4943	US BANK	421	5361	CLARK	0.00	256.36
101	109333	05/16/24	4943	US BANK	401	5306	WILLIAMS	0.00	280.41
101	109333	05/16/24	4943	US BANK	133	5224	KHASIMI	0.00	388.47
101	109333	05/16/24	4943	US BANK	101	5215	ARRIOLA	0.00	406.19
101	109333	05/16/24	4943	US BANK	133	5229	KHASIMI	0.00	440.48
101	109333	05/16/24	4943	US BANK	301	5301	HOFFMAN	0.00	551.81
101	109333	05/16/24	4943	US BANK	301	5291	ANDERSON	0.00	570.00
101	109333	05/16/24	4943	US BANK	133	5212	KHASIMI	0.00	672.75
101	109333	05/16/24	4943	US BANK	301	5224	ANDERSON	0.00	729.04
101	109333	05/16/24	4943	US BANK	121	5215	ARRIOLA	0.00	815.03
101	109333	05/16/24	4943	US BANK	201	5215	VAUGHN	0.00	830.84
101	109333	05/16/24	4943	US BANK	505	5331	GHO	0.00	863.78
101	109333	05/16/24	4943	US BANK	301	5291	HOFFMAN	0.00	939.89
101	109333	05/16/24	4943	US BANK	301	5215	HOFFMAN	0.00	947.20
101	109333	05/16/24	4943	US BANK	301	5215	PD TRAVEL CARD	0.00	1,304.06
101	109333	05/16/24	4943	US BANK	121	5215	KANDELL	0.00	1,380.20
101	109333	05/16/24	4943	US BANK	121	5236	LIVIAN	0.00	1,432.15
101	109333	05/16/24	4943	US BANK	133	5307	KHASIMI	0.00	1,816.50
TOTAL CHECK								0.00	14,952.36
101	109334	05/17/24	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,820.05
101	109334	05/17/24	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	889.58

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	2,709.63
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:112 HEALTH	0.00	904.95
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	1,420.26
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,708.55
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	914.82
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,189.27
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	1,230.89
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:126 HEALTH	0.00	1,230.90
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:2783 HEALTH	0.00	1,314.27
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	2,461.78
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,744.46
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,744.46
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,793.00
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,567.81
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	3,787.36
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,942.84
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	4,234.00
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	569.42
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:4304 HEALTH	0.00	-126.78
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	6,627.50
101	109335	05/17/24	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	6,627.88
TOTAL CHECK								0.00	49,887.64
101	109336	05/17/24	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	1,992.03
101	109337	05/17/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	16,645.12
101	109337	05/17/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	41,952.69
101	109337	05/17/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	11,571.30
TOTAL CHECK								0.00	70,169.11
101	109338	05/17/24	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	723.05
101	109339	05/17/24	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	375.00
101	109339	05/17/24	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	13,712.72
TOTAL CHECK								0.00	14,087.72
101	109340	05/17/24	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	396.92
101	109341	05/17/24	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	50.00
101	109342	05/17/24	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	60.07
101	109342	05/17/24	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	113.86
101	109342	05/17/24	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,545.15
101	109342	05/17/24	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,369.71
101	109342	05/17/24	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,810.65
TOTAL CHECK								0.00	11,899.44
101	109343	05/17/24	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	109344	05/17/24	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	112.77
101	109344	05/17/24	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	303.20

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109344	05/17/24	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	711.15
101	109344	05/17/24	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	435.85
101	109344	05/17/24	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	460.90
TOTAL CHECK								0.00	2,023.87
101	109345	05/17/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	138.55
101	109346	05/17/24	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	130.77
101	109346	05/17/24	2133	PERS	01	202	DED:08 PERS OTHER	0.00	341.51
101	109346	05/17/24	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	676.20
101	109346	05/17/24	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	692.93
101	109346	05/17/24	2133	PERS	01	202	DED:0004 SURV BEN	0.00	87.42
101	109346	05/17/24	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.44
101	109346	05/17/24	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	8,410.33
101	109346	05/17/24	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	8,960.84
101	109346	05/17/24	2133	PERS	01	202	DED:01 PERS	0.00	9,204.12
101	109346	05/17/24	2133	PERS	01	202	DED:0006 PERS CITY	0.00	10,514.30
101	109346	05/17/24	2133	PERS	01	202	DED:0021 PERS REG M	0.00	11,446.31
101	109346	05/17/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	11,472.48
101	109346	05/17/24	2133	PERS	01	202	DED:0002 PERS	0.00	4,556.97
101	109346	05/17/24	2133	PERS	01	202	DED:0000 PERS	0.00	4,803.98
101	109346	05/17/24	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,942.16
TOTAL CHECK								0.00	77,236.88
101	109347	05/17/24	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	910.38
101	109348	05/17/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	4,461.58
101	109349	05/17/24	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	426.14
101	109350	05/17/24	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	634.68
101	109351	05/17/24	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	360.00
101	109351	05/17/24	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	167.52
101	109351	05/17/24	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	76.78
101	109351	05/17/24	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	45.00
101	109351	05/17/24	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	15.00
TOTAL CHECK								0.00	664.30
101	109352	05/17/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	4.30
101	109352	05/17/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	50.00
101	109352	05/17/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	50.00
TOTAL CHECK								0.00	104.30
101	109353	05/17/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	0.05
101	109354	05/17/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	1.63
101	109355	05/24/24	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	2,653.88
101	109355	05/24/24	8890	4LEAF	201	5201	BUILDING DEPARTMENT	0.00	83,669.20
TOTAL CHECK								0.00	86,323.08

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109356	05/24/24	5621	ACCENT CLEAN & SWEE	504	5201	FY23/24 STREET SWEE	0.00	17,100.00
101	109357	05/24/24	9792	ADEPT ELECTRICAL SE	503	5223	FIX LIBRARY CEILING	0.00	5,389.05
101	109358	05/24/24	9568	ALEXANDRA BALLASH	301	5215	TEAM BLDG WORKSHOP	0.00	188.88
101	109359	05/24/24	3970	ALHAMBRA & SIERRA S	351	5291	WATER SERVICE	0.00	222.92
101	109360	05/24/24	10342	ALISON FISHMAN	01	4468	REFUND REES SWIM	0.00	10.00
101	109361	05/24/24	8330	AMAZON CAPITAL SERV	501	5309	OFFICE SUPPLIES	0.00	200.44
101	109362	05/24/24	3905	AMERICAN LOCK & KEY	301	5227	VEHICLE KEYS	0.00	7.53
101	109363	05/24/24	104	AMERICAN RIVER COLL	301	5215	LAW ENFRCMENT COURS	0.00	90.00
101	109364	05/24/24	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	44.90
101	109364	05/24/24	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	250.18
101	109364	05/24/24	106	AMERICAN SUPPLY COM	503	5305	CREDIT MEMO	0.00	-405.26
101	109364	05/24/24	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	1,631.27
101	109364	05/24/24	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	1,821.47
TOTAL CHECK								0.00	3,342.56
101	109365	05/24/24	9284	ARCPOINT LABS OF MO	121	5236	PRE-EMPLOYMNT SCREE	0.00	440.00
101	109366	05/24/24	10353	ARIA MED	301	5201	PRE-EMPLOYMNT MEDIC	0.00	1,644.00
101	109367	05/24/24	6154	AT&T	421	5212	REC 096-0	0.00	31.57
101	109367	05/24/24	6154	AT&T	133	5212	ADMIN 253-9	0.00	31.57
TOTAL CHECK								0.00	63.14
101	109368	05/24/24	5363	AT&T CALNET 3	133	5206	LIB INTERNET 3343	0.00	214.17
101	109368	05/24/24	5363	AT&T CALNET 3	133	5212	ADMIN 3242	0.00	2,058.60
TOTAL CHECK								0.00	2,272.77
101	109369	05/24/24	8476	AT&T MOBILITY	133	5206	LIB INTRNT 31990	0.00	80.48
101	109370	05/24/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	79.29
101	109370	05/24/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	67.33
101	109370	05/24/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	43.54
101	109370	05/24/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	30.26
101	109370	05/24/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	38.60
101	109370	05/24/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	63.95
101	109370	05/24/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	126.55
101	109370	05/24/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	12.85
TOTAL CHECK								0.00	462.37
101	109371	05/24/24	9515	KYLE BAUM	301	5215	TEAM BLDG WORKSHOP	0.00	184.72
101	109372	05/24/24	7687	BOB MURRAY & ASSOCI	121	5237	CM EXECUTIVE RECRUI	0.00	4,899.81
101	109373	05/24/24	3400	BOUND TREE MEDICAL,	301	5291	SAFETY SUPPLIES	0.00	77.96

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109375	05/24/24	10008	BRIAN ANDERSON	301	5215	TEAM BLDG WORKSHOP	0.00	140.50
101	109376	05/24/24	8848	BRYCE CONSULTING IN	121	5201	HR SERVICES	0.00	3,895.00
101	109377	05/24/24	5303	VERIZON BUSINESS	301	5206	PORT ACCESS	0.00	588.93
101	109378	05/24/24	402	CA DEPT OF JUSTICE	121	5201	LIVESCAN/FINGERPRIN	0.00	160.00
101	109378	05/24/24	402	CA DEPT OF JUSTICE	121	5201	LIVESCAN/FINGERPRIN	0.00	284.00
101	109378	05/24/24	402	CA DEPT OF JUSTICE	301	5201	DOJ LIVESCANES	0.00	130.00
TOTAL CHECK								0.00	574.00
101	109380	05/24/24	8748	CIVICPLUS	133	5239	CIVICREC SOFTWARE S	0.00	9,433.54
101	109381	05/24/24	5198	CODE PUBLISHING, IN	101	5261	WEB UPDATES	0.00	294.00
101	109382	05/24/24	5171	COMCAST	133	5206	CH INTERNET 85844	0.00	153.23
101	109383	05/24/24	666	CPCA	301	5261	CPCA DUES	0.00	155.00
101	109384	05/24/24	649	CPS HR CONSULTING	121	5201	BILINGUAL TESTING	0.00	315.00
101	109384	05/24/24	649	CPS HR CONSULTING	121	5201	CREDIT MEMO	0.00	-105.00
101	109384	05/24/24	649	CPS HR CONSULTING	121	5201	BILINGUAL TESTING	0.00	535.00
TOTAL CHECK								0.00	745.00
101	109385	05/24/24	8703	AUDREY C CRAY	131	5201	EE TRAINING/SUPPORT	0.00	654.35
101	109386	05/24/24	9489	DARRYL PANG	301	5201	POLYGRAPH SERVICES	0.00	350.00
101	109388	05/24/24	3766	DAWN DELFINO	301	5215	TEAM BLDG WORKSHOP	0.00	140.50
101	109389	05/24/24	779	DEMCO	401	5306	LIBRARY SUPPLIES	0.00	244.51
101	109390	05/24/24	4101	DENISE DUFFY & ASSO	501	5201	CRESPI POND BIOLOGI	0.00	5,448.00
101	109391	05/24/24	9395	DLT SOLUTIONS LLC	133	5229	KACE SYSTEMS MNGMNT	0.00	2,684.79
101	109392	05/24/24	819	DOCTORS ON DUTY MED	505	5291	DMV PHYSICAL	0.00	150.00
101	109393	05/24/24	904	ENGINEERED FIRE SYS	351	5201	APRIL PLAN REVIEW	0.00	1,625.00
101	109394	05/24/24	926	EWING IRRIGATION PR	503	5322	TOOLS	0.00	95.40
101	109395	05/24/24	6342	FIELD OF DREAMS DES	501	5309	VOLUNTEER PRGRM HAT	0.00	2,195.93
101	109396	05/24/24	592	FOREST HILL ACE HAR	503	5322	SMALL TOOLS	0.00	92.85
101	109396	05/24/24	592	FOREST HILL ACE HAR	503	5223	PERKINS PARK	0.00	14.19
TOTAL CHECK								0.00	107.04
101	109397	05/24/24	7884	GARDAWORLD	131	5201	MAY 2024	0.00	90.84
101	109397	05/24/24	7884	GARDAWORLD	131	5201	APRIL EXCESS 2024	0.00	47.54
TOTAL CHECK								0.00	138.38

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109398	05/24/24	9817	GEMMA PETERSON	421	5208	YOGA MAR-APR 2024	0.00	627.20
101	109398	05/24/24	9817	GEMMA PETERSON	421	5208	YOGA BABY&ME 3/14-5	0.00	436.80
TOTAL CHECK								0.00	1,064.00
101	109399	05/24/24	9841	GOGOV, INC.	301	5201	PERMITTING SYSTEM	0.00	8,016.00
101	109400	05/24/24	9860	GOOD CITY COMPANY	201	5202	PLANNING SERVICES	0.00	1,498.75
101	109401	05/24/24	1104	GRANITE CONSTRUCTIO	505	5309	ASPHALT CONCRETE	0.00	770.22
101	109403	05/24/24	6253	GREEN VALLEY LANDSC	503	5201	PERKINS PARK WEEDIN	0.00	20,500.00
101	109404	05/24/24	1138	GROVE MARKET	421	5309	PROGRAM SUPPLIES	0.00	67.99
101	109404	05/24/24	1138	GROVE MARKET	421	5361	OTHER SUPPLIES	0.00	12.16
TOTAL CHECK								0.00	80.15
101	109405	05/24/24	1266	HOWARD'S UPHOLSTERY	301	5227	PD UNIT 7	0.00	315.00
101	109406	05/24/24	7433	IPS GROUP, INC	301	5213	METER FEES	0.00	1,470.78
101	109407	05/24/24	10358	JOHN WEISE	01	214	RFND LOVERS PNT DEP	0.00	206.00
101	109408	05/24/24	9738	KEVIN SHUM	301	5215	TEAM BLDG WORKSHOP	0.00	197.72
101	109408	05/24/24	9738	KEVIN SHUM	301	5215	TRFC INVESTGTN TRNG	0.00	692.42
TOTAL CHECK								0.00	890.14
101	109409	05/24/24	3521	KIMBALL MIDWEST	503	5309	MECH STOCK	0.00	486.54
101	109409	05/24/24	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	133.46
TOTAL CHECK								0.00	620.00
101	109410	05/24/24	7086	LIBRARY IDEAS, LLC	01	220	CREDIT MEMO	0.00	-31.80
101	109410	05/24/24	7086	LIBRARY IDEAS, LLC	01	220	CREDIT MEMO	0.00	-4.07
TOTAL CHECK								0.00	-35.87
101	109411	05/24/24	1523	LIEBERT CASSIDY WHI	121	5205	LEGAL SERVICES	0.00	127.50
101	109412	05/24/24	3684	AMI LONSINGER	301	5215	TEAM BLDG WRKSHP	0.00	187.40
101	109413	05/24/24	8560	LUKE COLETTI	101	5291	MC CLRK RCRDR COPIE	0.00	184.50
101	109414	05/24/24	8647	MAIN STREET SIGNS	505	5331	TRAIL SIGN	0.00	137.57
101	109416	05/24/24	9510	MICHAEL ISEKICHI MI	301	5215	TEAM BLDG WORKSHOP	0.00	152.04
101	109419	05/24/24	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	135.00
101	109419	05/24/24	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	175.00
101	109419	05/24/24	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	175.00
101	109419	05/24/24	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	180.00
101	109419	05/24/24	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	180.00
101	109419	05/24/24	3443	MONTEREY BAY PEST C	503	5201	ANNUAL PEST CONTROL	0.00	490.00
TOTAL CHECK								0.00	1,335.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109420	05/24/24	6216	MONTEREY BAY TREEWO	513	5201	FY23/24 ARBORIST SE	0.00	2,700.00
101	109420	05/24/24	6216	MONTEREY BAY TREEWO	513	5201	FY23/24 ARBORIST SE	0.00	3,000.00
101	109420	05/24/24	6216	MONTEREY BAY TREEWO	513	5201	FY23/24 ARBORIST SE	0.00	3,300.00
TOTAL CHECK								0.00	9,000.00
101	109421	05/24/24	1735	MONTEREY CO. BUSINE	101	5215	MEETING - MAYOR PEA	0.00	65.00
101	109421	05/24/24	1735	MONTEREY CO. BUSINE	121	5215	MEETING - MOGENSEN	0.00	65.00
TOTAL CHECK								0.00	130.00
101	109422	05/24/24	3807	MONTEREY COUNTY WEE	131	5221	APPRPRT LMT FY 24/2	0.00	130.50
101	109422	05/24/24	3807	MONTEREY COUNTY WEE	101	5221	FY 23/24 BUDGET	0.00	108.75
101	109422	05/24/24	3807	MONTEREY COUNTY WEE	121	5221	SALARY CLASSIFICATI	0.00	108.75
101	109422	05/24/24	3807	MONTEREY COUNTY WEE	131	5221	HID FY 24/25	0.00	217.50
101	109422	05/24/24	3807	MONTEREY COUNTY WEE	131	5221	BID FY 24/25	0.00	217.50
TOTAL CHECK								0.00	783.00
101	109424	05/24/24	1802	CITY OF MONTEREY	351	5227	FEB REPAIRS UNIT 64	0.00	599.76
101	109425	05/24/24	9369	ANDREA M. MORELAND	301	5201	BACKGROUND INVESTIG	0.00	613.75
101	109425	05/24/24	9369	ANDREA M. MORELAND	301	5201	BACKGROUND INVESTIG	0.00	1,908.50
101	109425	05/24/24	9369	ANDREA M. MORELAND	301	5201	BACKGROUND INVESTIG	0.00	1,973.37
TOTAL CHECK								0.00	4,495.62
101	109426	05/24/24	10357	NATASHA MARSIGUERRA	01	214	RFND BRWK PRK DEP	0.00	206.00
101	109427	05/24/24	1877	NATIVIDAD MEDICAL C	301	5291	BLOOD DRAWS	0.00	31.00
101	109429	05/24/24	6431	QUADIENT FINANCE US	131	5211	POSTAGE	0.00	1,461.00
101	109430	05/24/24	10230	NETTA AVINERI	01	4468	CREDIT FROM TRANSFE	0.00	10.00
101	109431	05/24/24	1958	ODP BUSINESS SOLUTI	131	5301	OFFICE SUPPLIES	0.00	87.38
101	109431	05/24/24	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	189.81
TOTAL CHECK								0.00	277.19
101	109432	05/24/24	6482	COUNTY OF SANTA CLA	301	5215	LAW ENFORCEMNT COUR	0.00	555.00
101	109433	05/24/24	9576	O'REILLY AUTO ENTER	503	5227	BG UNIT 55	0.00	124.10
101	109433	05/24/24	9576	O'REILLY AUTO ENTER	503	5227	B&G UNIT 55	0.00	35.38
101	109433	05/24/24	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	45.86
101	109433	05/24/24	9576	O'REILLY AUTO ENTER	503	5227	B&G UNIT 52	0.00	13.77
101	109433	05/24/24	9576	O'REILLY AUTO ENTER	503	5227	UNIT 55	0.00	27.69
101	109433	05/24/24	9576	O'REILLY AUTO ENTER	503	5227	B&G UNIT 52	0.00	23.10
TOTAL CHECK								0.00	269.90
101	109435	05/24/24	9528	PACIFIC CHESS ACADE	421	5208	CHESS MAR14-MAY9, 2	0.00	2,126.25
101	109436	05/24/24	2024	PACIFIC GAS & ELECT	421	5222	REC	0.00	3,787.42
101	109438	05/24/24	2062	PACIFIC WEST WATER	131	5301	DRINKING WATER	0.00	42.85
101	109438	05/24/24	2062	PACIFIC WEST WATER	201	5301	DRINKING WATER	0.00	42.85

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
TOTAL CHECK								0.00	85.70
101	109439	05/24/24	4388	PAPE MACHINERY EXCH	502	5309	MECH STOCK	0.00	255.34
101	109441	05/24/24	8285	PAUL NAGAMINE	301	5215	TEAM BLDG WORKSHOP	0.00	168.52
101	109444	05/24/24	2219	PURE WATER	501	5309	BOTTLED WATER	0.00	24.75
101	109444	05/24/24	2219	PURE WATER	502	5309	BOTTLED WATER	0.00	24.75
101	109444	05/24/24	2219	PURE WATER	503	5309	BOTTLED WATER	0.00	24.75
101	109444	05/24/24	2219	PURE WATER	505	5309	BOTTLED WATER	0.00	24.75
TOTAL CHECK								0.00	99.00
101	109445	05/24/24	8394	RAYMOND M GORDANO	301	5215	TEAM BLDG WORKSHOP	0.00	178.96
101	109446	05/24/24	7621	READY REFRESH	301	5291	WATER SERVICE	0.00	227.70
101	109447	05/24/24	9575	REMY MOOSE MANLEY,	201	5205	LEGAL SERVICES P PG	0.00	4,187.00
101	109449	05/24/24	10281	RESTORATION FIRST R	301	5201	EAP SERVICES APR 20	0.00	600.00
101	109450	05/24/24	9813	ROBB HILL	401	5215	MILEAGE REIMBURSEME	0.00	22.52
101	109451	05/24/24	9334	RUSSELL AURIA PEST	513	5201	TREE FEEDING	0.00	5,525.00
101	109452	05/24/24	10361	S.C. BEACH HOTEL PA	301	5215	HOTEL 10 EMPLY WRKS	0.00	8,398.89
101	109453	05/24/24	3828	SAME DAY SHRED	121	5291	CNFDNTL SHRED SERVI	0.00	50.00
101	109453	05/24/24	3828	SAME DAY SHRED	121	5291	CNFDNTL SHRED SERVI	0.00	50.00
TOTAL CHECK								0.00	100.00
101	109454	05/24/24	10047	SARAH GREENLEE	01	4463	RFD RHOADS&STELLA	0.00	591.00
101	109455	05/24/24	8068	SHI INTERNATIONAL C	133	5229	CBNBLKCLD11/23-11/2	0.00	2,389.00
101	109456	05/24/24	7891	SIR SPEEDY	401	5301	BIZ CARDS - LIB	0.00	86.36
101	109456	05/24/24	7891	SIR SPEEDY	121	5301	BIZ CARDS - CM	0.00	86.37
TOTAL CHECK								0.00	172.73
101	109457	05/24/24	2541	SPCA OF MONTEREY CO	301	5201	COUNTY ANIMAL SHELT	0.00	552.00
101	109458	05/24/24	9336	STAPHANY ARRIOLA	121	5215	NOTARY APPLCTION FE	0.00	42.10
101	109459	05/24/24	1768	STURDY OIL COMPANY	421	5311	REC	0.00	21.74
101	109459	05/24/24	1768	STURDY OIL COMPANY	301	5311	PD	0.00	1,361.33
101	109459	05/24/24	1768	STURDY OIL COMPANY	503	5311	B&G	0.00	722.34
101	109459	05/24/24	1768	STURDY OIL COMPANY	505	5311	STRT	0.00	361.17
101	109459	05/24/24	1768	STURDY OIL COMPANY	01	111	01-111	0.00	5,264.72
TOTAL CHECK								0.00	7,731.30
101	109460	05/24/24	9345	SUMMAYYA ZAHRA	01	4463	REFUND JIBRAN FOOTB	0.00	75.00
101	109461	05/24/24	1758	THE MONTEREY COUNTY	501	5291	RFQ ARBORIST SVS	0.00	123.44

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109461	05/24/24	1758	THE MONTEREY COUNTY	201	5221	PUB HRNG 1030 LH AV	0.00	394.30
TOTAL CHECK								0.00	517.74
101	109462	05/24/24	10078	THE PUN GROUP, LLP	131	5201	AUDIT, ACFR, & GANN	0.00	4,500.00
101	109462	05/24/24	10078	THE PUN GROUP, LLP	131	5201	AUDIT, ACFR, & GANN	0.00	10,000.00
TOTAL CHECK								0.00	14,500.00
101	109463	05/24/24	9836	THE SHERWIN WILLIAM	505	5291	STREETS SUPPLIES	0.00	156.70
101	109464	05/24/24	7263	TOM'S SITE SERVICES	503	5223	PORTABLE TOILET RNT	0.00	3,277.90
101	109467	05/24/24	2707	TRUCKSIS ENTERPRISE	301	5201	BIZ CARDS - PD	0.00	54.60
101	109468	05/24/24	2768	V & V MANUFACTURING	301	5291	POLICE BADGES	0.00	220.69
101	109469	05/24/24	9430	VESTIS SERVICES, LL	301	5201	DEPARTMENT LINEN SE	0.00	175.33
101	109469	05/24/24	9430	VESTIS SERVICES, LL	301	5201	DEPARTMENT LINEN SE	0.00	175.33
101	109469	05/24/24	9430	VESTIS SERVICES, LL	301	5201	DEPARTMENT LINEN SE	0.00	175.33
101	109469	05/24/24	9430	VESTIS SERVICES, LL	301	5201	DEPARTMENT LINEN SE	0.00	175.33
TOTAL CHECK								0.00	701.32
101	109470	05/24/24	7563	VIA HEART PROJECT	421	5291	LIFEPAK CR2	0.00	428.57
101	109470	05/24/24	7563	VIA HEART PROJECT	301	5223	LIFEPAK CR2	0.00	219.57
TOTAL CHECK								0.00	648.14
101	109471	05/24/24	9303	WATSONVILLE CHRYSLE	301	5227	PD UNIT 7	0.00	200.18
101	109472	05/24/24	9305	WATSONVILLE FORD	503	5227	B&G UNIT 52	0.00	335.22
101	109472	05/24/24	9305	WATSONVILLE FORD	301	5223	PD UNIT 7	0.00	881.51
TOTAL CHECK								0.00	1,216.73
101	109473	05/24/24	9716	BRIAN WHITSON	503	5201	FY23/24 SUPPLEMENTA	0.00	380.00
101	109475	05/30/24	2133	PERS	131	5145	MAY 2024 UAL	0.00	11,333.33
101	109475	05/30/24	2133	PERS	401	5145	MAY 2024 UAL	0.00	11,416.67
101	109475	05/30/24	2133	PERS	201	5145	MAY 2024 UAL	0.00	13,666.67
101	109475	05/30/24	2133	PERS	505	5145	MAY 2024 UAL	0.00	18,333.33
101	109475	05/30/24	2133	PERS	351	5145	MAY 2024 UAL	0.00	98,333.33
101	109475	05/30/24	2133	PERS	301	5145	MAY 2024 UAL	0.00	116,870.26
101	109475	05/30/24	2133	PERS	133	5145	MAY 2024 UAL	0.00	2,583.33
101	109475	05/30/24	2133	PERS	502	5145	MAY 2024 UAL	0.00	2,916.67
101	109475	05/30/24	2133	PERS	501	5145	MAY 2024 UAL	0.00	3,500.00
101	109475	05/30/24	2133	PERS	421	5145	MAY 2024 UAL	0.00	5,333.33
101	109475	05/30/24	2133	PERS	121	5145	MAY 2024 UAL	0.00	9,833.33
101	109475	05/30/24	2133	PERS	503	5145	MAY 2024 UAL	0.00	10,166.67
101	109475	05/30/24	2133	PERS	513	5145	MAY 2024 UAL	0.00	250.00
101	109475	05/30/24	2133	PERS	101	5145	MAY 2024 UAL	0.00	500.00
TOTAL CHECK								0.00	305,036.92
101	109476	05/31/24	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	852.14
101	109476	05/31/24	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,761.78
TOTAL CHECK								0.00	2,613.92

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109477	05/31/24	2935	CALIF LAW ENFORCMEN	01	202	DED:3200 LTD PD	0.00	704.00
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:2783 HEALTH	0.00	1,314.27
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,189.27
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	1,230.89
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:126 HEALTH	0.00	1,230.90
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,708.55
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	2,461.78
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,744.46
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,744.46
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	2,793.00
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	2,840.52
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,567.81
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,942.84
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	4,234.00
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	6,627.50
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	6,627.88
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:112 HEALTH	0.00	904.95
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	914.82
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	946.84
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:3051 HEALTH EMP	0.00	510.71
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	569.42
101	109478	05/31/24	1	CALPERS HEALTH	01	202	DED:4304 HEALTH	0.00	16.66
TOTAL CHECK								0.00	49,121.53
101	109479	05/31/24	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	1,876.64
101	109480	05/31/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	11,031.94
101	109480	05/31/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	14,876.95
101	109480	05/31/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	37,521.52
TOTAL CHECK								0.00	63,430.41
101	109481	05/31/24	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	699.74
101	109482	05/31/24	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	13,739.64
101	109482	05/31/24	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	375.00
TOTAL CHECK								0.00	14,114.64
101	109483	05/31/24	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	396.92
101	109484	05/31/24	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	50.00
101	109485	05/31/24	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	61.00
101	109485	05/31/24	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	119.67
101	109485	05/31/24	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,170.89
101	109485	05/31/24	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,309.99
101	109485	05/31/24	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,637.33
TOTAL CHECK								0.00	11,298.88
101	109486	05/31/24	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109487	05/31/24	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	75.18
101	109487	05/31/24	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	460.90
101	109487	05/31/24	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	473.75
101	109487	05/31/24	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	303.20
101	109487	05/31/24	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	711.15
TOTAL CHECK								0.00	2,024.18
101	109488	05/31/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	132.16
101	109489	05/31/24	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	142.41
101	109489	05/31/24	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	58.51
101	109489	05/31/24	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	45.66
101	109489	05/31/24	2133	PERS	01	202	DED:08 PERS OTHER	0.00	346.45
101	109489	05/31/24	2133	PERS	01	202	DED:15 PERS-RETRO	0.00	82.32
101	109489	05/31/24	2133	PERS	01	202	DED:0004 SURV BEN	0.00	89.28
101	109489	05/31/24	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	658.90
101	109489	05/31/24	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	691.10
101	109489	05/31/24	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	8,972.24
101	109489	05/31/24	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	9,560.73
101	109489	05/31/24	2133	PERS	01	202	DED:01 PERS	0.00	9,869.75
101	109489	05/31/24	2133	PERS	01	202	DED:0006 PERS CITY	0.00	10,479.54
101	109489	05/31/24	2133	PERS	01	202	DED:0021 PERS REG M	0.00	11,517.11
101	109489	05/31/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	11,612.16
101	109489	05/31/24	2133	PERS	01	202	DED:0002 PERS	0.00	4,556.97
101	109489	05/31/24	2133	PERS	01	202	DED:0000 PERS	0.00	4,803.98
101	109489	05/31/24	2133	PERS	01	202	DED:07 PERS CITY	0.00	6,410.84
TOTAL CHECK								0.00	79,897.95
101	109490	05/31/24	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	951.25
101	109490	05/31/24	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	8.00
TOTAL CHECK								0.00	959.25
101	109491	05/31/24	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	31.75
101	109492	05/31/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	4,255.29
101	109493	05/31/24	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	1,449.00
101	109494	05/31/24	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	426.14
101	109495	05/31/24	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	608.63
101	109496	05/31/24	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	360.00
101	109496	05/31/24	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	30.00
101	109496	05/31/24	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	76.78
101	109496	05/31/24	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	174.50
101	109496	05/31/24	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	15.00
TOTAL CHECK								0.00	656.28
101	V5092025	05/10/24	9196	DIANNE LYLE	421	5208	AF-LTN 1,2,3 4/1-4/	0.00	1,265.60
101	V5232024	05/24/24	2987	HARRIS & ASSOCIATES	201	5208	CONTRACT PLANNING S	0.00	15,797.50

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	V5232024	05/24/24	2987	HARRIS & ASSOCIATES	201	5208	CONTRACT PLANNING S	0.00	16,902.50
TOTAL CHECK								0.00	32,700.00
TOTAL CASH ACCOUNT								0.00	1,947,966.07
TOTAL FUND								0.00	1,947,966.07

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 04 - HYPERBARIC CHAMBER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109442	05/24/24	2118	PENINSULA WELDING &	352	5224	OXYGEN NON-LIQ CYL	0.00	792.00
TOTAL CASH ACCOUNT								0.00	792.00
TOTAL FUND								0.00	792.00

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 07 - LIBRARY BLDG & EQUIP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109265	05/10/24	8532	CHRISTINE LEONORA C	402	5291	ART CURATION & INST	0.00	1,500.00
101	109315	05/10/24	3823	SCHOLASTIC INC.	402	5303	MOVE	0.00	3.08
101	109333	05/16/24	4943	US BANK	402	5291	WILLIAMS	0.00	114.05
101	109410	05/24/24	7086	LIBRARY IDEAS, LLC	402	5303	LIB BOOKS OUTRCH VE	0.00	5,754.27
101	109410	05/24/24	7086	LIBRARY IDEAS, LLC	402	5303	LIB BOOKS OUTRCH VE	0.00	7,593.32
TOTAL CHECK								0.00	13,347.59
TOTAL CASH ACCOUNT								0.00	14,964.72
TOTAL FUND								0.00	14,964.72

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 11 - LIBRARY BOOK FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109255	05/10/24	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	1,252.42
101	109255	05/10/24	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	187.33
101	109255	05/10/24	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	207.42
101	109255	05/10/24	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	317.14
101	109255	05/10/24	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	342.06
101	109255	05/10/24	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	493.21
101	109255	05/10/24	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	635.93
TOTAL CHECK								0.00	3,435.51
101	109260	05/10/24	1040	CENGAGE LEARNING/GA	403	5303	BOOKS & MATERIALS	0.00	169.50
101	109260	05/10/24	1040	CENGAGE LEARNING/GA	403	5303	BOOKS & MATERIALS	0.00	58.54
101	109260	05/10/24	1040	CENGAGE LEARNING/GA	403	5303	BOOKS & MATERIALS	0.00	54.19
TOTAL CHECK								0.00	282.23
101	109292	05/10/24	3304	MIDWEST TAPE	403	5303	BOOKS & MATERIALS	0.00	46.97
101	109292	05/10/24	3304	MIDWEST TAPE	403	5303	BOOKS & MATERIALS	0.00	147.98
TOTAL CHECK								0.00	194.95
101	109333	05/16/24	4943	US BANK	403	5303	COYLE	0.00	2,078.83
101	109370	05/24/24	213	BAKER & TAYLOR COMP	403	5303	BOOKS & MATERIALS	0.00	413.78
101	109379	05/24/24	1040	CENGAGE LEARNING/GA	403	5303	BOOKS & MATERIALS	0.00	88.24
101	109379	05/24/24	1040	CENGAGE LEARNING/GA	403	5303	BOOKS & MATERIALS	0.00	24.46
TOTAL CHECK								0.00	112.70
101	109410	05/24/24	7086	LIBRARY IDEAS, LLC	403	5303	BOOKS & MATERIALS	0.00	24.00
101	109417	05/24/24	3304	MIDWEST TAPE	403	5303	BOOKS & MATERIALS	0.00	22.93
101	109434	05/24/24	5567	OVERDRIVE, INC.	403	5303	BOOKS & MATERIALS	0.00	8.97
TOTAL CASH ACCOUNT								0.00	6,573.90
TOTAL FUND								0.00	6,573.90

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 12 - FIRE EMERG EQUIP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109373	05/24/24	3400	BOUND TREE MEDICAL,	355	5309	MEDICAL SUPPLIES	0.00	629.03
TOTAL CASH ACCOUNT								0.00	629.03
TOTAL FUND								0.00	629.03

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 15 - HOUSING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109374	05/24/24	10306	BOYLE DESIGN	202	5201	807MARINO 1223SHAFT	0.00	1,285.00
101	109475	05/30/24	2133	PERS	204	5145	MAY 2024 UAL	0.00	916.67
TOTAL CASH ACCOUNT								0.00	2,201.67
TOTAL FUND								0.00	2,201.67

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 18 - GAS TAX FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109238	05/10/24	438	CALIFORNIA AMERICAN	508	5222	ST FUND 50%	0.00	291.12
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	20.09
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	20.47
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	15.02
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV & SUNSET	0.00	60.53
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE & SUNSET	0.00	46.29
TOTAL CHECK								0.00	107.23
101	109259	05/10/24	467	CALTRANS	508	5331	JAN-MAR SIGNL & LIG	0.00	2,175.84
101	109302	05/10/24	2024	PACIFIC GAS & ELECT	508	5222	PW 4482-4	0.00	8,832.57
101	109305	05/10/24	4386	PACIFIC PRODUCTS &	508	5331	STREET SIGN SUPPLIE	0.00	196.65
101	109317	05/10/24	1768	STURDY OIL COMPANY	508	5311	STRT TYMCO BOOM	0.00	1,563.79
101	109355	05/24/24	8890	4LEAF	508	5201	FY23/24 ON-CALL TRA	0.00	1,508.00
101	109387	05/24/24	3566	DAVE'S REPAIR SERVI	508	5276	FUEL SYSTEM READER	0.00	6,200.31
101	109414	05/24/24	8647	MAIN STREET SIGNS	508	5331	SIGNS	0.00	126.64
101	109437	05/24/24	4386	PACIFIC PRODUCTS &	508	5331	CROSSWALK IMPROVEME	0.00	938.98
101	109459	05/24/24	1768	STURDY OIL COMPANY	508	5311	STRT TYMCO BOOM	0.00	361.17
101	109466	05/24/24	4222	TRITON CONSTRUCTION	508	5276	FUEL SYSTEM OPERATN	0.00	1,300.00
101	109475	05/30/24	2133	PERS	508	5145	MAY 2024 UAL	0.00	1,833.33
TOTAL CASH ACCOUNT								0.00	25,435.63
TOTAL FUND								0.00	25,435.63

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 24 - STILLWELL CHILDREN'S POOL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109244	05/10/24	79	ALOHA POOL AND SPA	425	5309	POOL MAINTENANCE	0.00	1,201.55
101	109364	05/24/24	106	AMERICAN SUPPLY COM	425	5309	POOL SUPPLIES	0.00	170.98
TOTAL CASH ACCOUNT								0.00	1,372.53
TOTAL FUND								0.00	1,372.53

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 27 - LIGHTHOUSE MAINT.& IMPV.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109238	05/10/24	438	CALIFORNIA AMERICAN	413	5222	90 ASILOMAR	0.00	110.25
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	25.19
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	5.39
TOTAL CHECK								0.00	-24.59
101	109266	05/10/24	9466	DENNIS TARMINA	413	5223	LH MAINTENANCE	0.00	497.75
101	109284	05/10/24	8973	LIFE AT SEA	413	5501	GIFTSHOP MERCH	0.00	604.00
101	109284	05/10/24	8973	LIFE AT SEA	413	5501	GIFTSHOP MERCH	0.00	647.50
TOTAL CHECK								0.00	1,251.50
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE	0.00	13.74
101	109361	05/24/24	8330	AMAZON CAPITAL SERV	413	5223	LIGHTHOUSE SUPPLIES	0.00	23.76
101	109418	05/24/24	8886	MINUTEMAN PRESS	413	5309	LIGHTHOUSE BROCHURE	0.00	333.71
TOTAL CASH ACCOUNT								0.00	2,206.12
TOTAL FUND								0.00	2,206.12

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 30 - OPERATING GRANTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109330	05/10/24	9848	INTEGRAL CONSULTING	333	5209	COASTAL HAZARD ANAL	0.00	4,249.60
101	109330	05/10/24	9848	INTEGRAL CONSULTING	333	5209	COASTAL HAZARD ANAL	0.00	10,642.50
TOTAL CHECK								0.00	14,892.10
TOTAL CASH ACCOUNT								0.00	14,892.10
TOTAL FUND								0.00	14,892.10

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 34 - CDBG GRANT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109333	05/16/24	4943	US BANK	206	5215	KROEGER	0.00	1,833.70
TOTAL CASH ACCOUNT								0.00	1,833.70
TOTAL FUND								0.00	1,833.70

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 40 - POETRY PROMOTION FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109256	05/10/24	7366	BARBARA MOSSBERG	405	5291	POETRY PROMOTION	0.00	1,669.24
101	109279	05/10/24	10188	JON A. KROSNICK	405	5291	POETRY PROMOTION	0.00	800.00
101	109333	05/16/24	4943	US BANK	405	5303	COYLE	0.00	22.00
101	109333	05/16/24	4943	US BANK	405	5221	WILLIAMS	0.00	416.00
TOTAL CHECK								0.00	438.00
101	109465	05/24/24	10355	TONY WALLIN	405	5291	POETRY PROMOTION	0.00	100.00
TOTAL CASH ACCOUNT								0.00	3,007.24
TOTAL FUND								0.00	3,007.24

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 43 - SLESF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109288	05/10/24	9402	MARK43, INC.	304	5201	1ST DOJ SUMBISSION	0.00	15,380.00
101	109288	05/10/24	9402	MARK43, INC.	304	5201	3RD YEAR PAYMENT	0.00	3,336.00
TOTAL CHECK								0.00	18,716.00
101	109474	05/24/24	8555	ZERO MOTORCYCLES IN	304	6001	2022 ELECTRIC MOTOR	0.00	11,177.00
TOTAL CASH ACCOUNT								0.00	29,893.00
TOTAL FUND								0.00	29,893.00

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 63 - CAPITAL IMPROV PROJ FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109237	05/10/24	2106	PEBBLE BEACH COMPAN	631	6031	DELIVERY OF TREES	0.00	25.00
101	109307	05/10/24	2106	PEBBLE BEACH COMPAN	631	6031	TREES	0.00	1,175.00
TOTAL CASH ACCOUNT								0.00	1,200.00
TOTAL FUND								0.00	1,200.00

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 70 - EMP BENEFIT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109207	05/01/24	9360	STANDARD INSURANCE	703	5234	MARCH DENTAL	0.00	4,705.68
101	109207	05/01/24	9360	STANDARD INSURANCE	703	5234	APRIL DENTAL	0.00	5,765.52
TOTAL CHECK								0.00	10,471.20
101	109235	05/07/24	1	CALPERS HEALTH	703	5123	MAY 2024 RET&CHANGE	0.00	2,760.86
101	109236	05/09/24	2133	PERS	703	5123	ADMIN FEE	0.00	200.00
101	109440	05/24/24	4279	PARS	703	5141	MAR 2024	0.00	361.91
101	V5092024	05/10/24	9163	CLAREMONT BEHAVIORA	703	5213	EAP MAY 2024	0.00	648.15
TOTAL CASH ACCOUNT								0.00	14,442.12
TOTAL FUND								0.00	14,442.12

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 71 - WORKERS COMP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109333	05/16/24	4943	US BANK	701	5291	GHO	0.00	49.73
101	109475	05/30/24	2133	PERS	701	5145	MAY 2024 UAL	0.00	666.67
TOTAL CASH ACCOUNT								0.00	716.40
TOTAL FUND								0.00	716.40

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 72 - LIABILITY INS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109475	05/30/24	2133	PERS	702	5145	MAY 2024 UAL	0.00	500.00
TOTAL CASH ACCOUNT								0.00	500.00
TOTAL FUND								0.00	500.00

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 74 - LOCAL WATER PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109238	05/10/24	438	CALIFORNIA AMERICAN	741	5222	1313 OCEAN VIEW BLV	0.00	1,032.10
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	741	5201	TREATMENT PLANT LWP	0.00	45.87
101	109436	05/24/24	2024	PACIFIC GAS & ELECT	741	5222	LWP 792-1	0.00	7,549.08
101	109443	05/24/24	7716	PERC WATER CORPORAT	741	5201	FY23/24 LWP O&M	0.00	34,689.69
TOTAL CASH ACCOUNT								0.00	43,316.74
TOTAL FUND								0.00	43,316.74

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109238	05/10/24	438	CALIFORNIA AMERICAN	601	5222	CEM 4%	0.00	23.27
101	109238	05/10/24	438	CALIFORNIA AMERICAN	601	5222	1254 DELMONTECEM70%	0.00	234.97
TOTAL CHECK								0.00	258.24
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY - 1%	0.00	25.32
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	601	5222	CREST & RIPPLE	0.00	27.97
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY	0.00	89.25
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY	0.00	-55.17
TOTAL CHECK								0.00	87.37
101	109276	05/10/24	4321	HOME DEPOT CREDIT S	601	5309	SOD	0.00	261.68
101	109285	05/10/24	8118	LLORIN-VELASQUEZ CO	601	5201	FY24 CEMETERY MARKE	0.00	2,650.00
101	109303	05/10/24	2034	PACIFIC GROVE HARDW	601	5309	CEM	0.00	275.57
101	109317	05/10/24	1768	STURDY OIL COMPANY	601	5311	CEM	0.00	274.51
101	109362	05/24/24	3905	AMERICAN LOCK & KEY	601	5309	KEYS UNIT 71	0.00	17.48
101	109431	05/24/24	1958	ODP BUSINESS SOLUTI	601	5301	OFFICE SUPPLIES - C	0.00	22.82
101	109431	05/24/24	1958	ODP BUSINESS SOLUTI	601	5301	OFFICE SUPPLIES - C	0.00	16.38
TOTAL CHECK								0.00	39.20
101	109433	05/24/24	9576	O'REILLY AUTO ENTER	601	5227	CEM U NIT 71C	0.00	56.62
101	109448	05/24/24	4468	RENTAL DEPOT MONTER	601	5309	RENTAL EQUIP CEM	0.00	530.00
101	109459	05/24/24	1768	STURDY OIL COMPANY	601	5311	CEM	0.00	155.51
101	109475	05/30/24	2133	PERS	601	5145	MAY 2024 UAL	0.00	1,333.32
TOTAL CASH ACCOUNT								0.00	5,939.50
TOTAL FUND								0.00	5,939.50

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109238	05/10/24	438	CALIFORNIA AMERICAN	611	5222	1273 CRESPI POND 50	0.00	88.81
101	109238	05/10/24	438	CALIFORNIA AMERICAN	611	5222	100 OCEANVW IRRIG	0.00	43.11
101	109238	05/10/24	438	CALIFORNIA AMERICAN	611	5222	SEWER 8%	0.00	46.58
TOTAL CHECK								0.00	178.50
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	O V 9TH PUMP #2	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP 17TH & OCNVW	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP STATION	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	-55.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	5.00
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	10.17
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	OCN VW BLVD & 8TH	0.00	8.80
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	16.16
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	10.49
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	70.07
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	17TH & OCNVW	0.00	123.52
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	91.90
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP STATION	0.00	32.53
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	22.98
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	51.29
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	51.35
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	203.49
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	243.84
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP 17TH & OCNVW	0.00	335.85
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	186.37
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	360 OCEAN VIEW BLVD	0.00	431.28
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	498.49
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	611	5222	O V 9TH PUMP #2	0.00	1,116.80
TOTAL CHECK								0.00	3,013.85
101	109317	05/10/24	1768	STURDY OIL COMPANY	611	5311	SEWER	0.00	2,736.47
101	109326	05/10/24	9305	WATSONVILLE FORD	611	5226	SEWER UNIT 13A	0.00	40.48
101	109367	05/24/24	6154	AT&T	611	5212	PW SEWER 139-5	0.00	31.57
101	109367	05/24/24	6154	AT&T	611	5212	PW SEWER 293-1	0.00	31.57
101	109367	05/24/24	6154	AT&T	611	5212	PW SEWER 057-6	0.00	31.57
101	109367	05/24/24	6154	AT&T	611	5212	PW SEWER 1261	0.00	31.57
TOTAL CHECK								0.00	126.28
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,103.17
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,278.65
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,313.96
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,337.50
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,667.06
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,722.70
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,753.73

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,758.01
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,793.32
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	1,939.91
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	2,241.65
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	2,282.31
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	2,401.08
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	2,451.37
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	2,971.39
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	3,140.45
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	3,313.79
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	3,410.09
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	3,526.72
101	109402	05/24/24	3378	DON CHAPIN CO., INC	611	5207	FY23/24 SEWER LINE	0.00	3,973.98
TOTAL CHECK								0.00	45,380.84
101	109415	05/24/24	5364	MONTEREY BAY AIR RE	611	5261	ANNUAL RENEWAL FEES	0.00	5,329.00
101	109423	05/24/24	1786	MONTEREY PENINSULA	611	5201	EMEREGENCY SEWER WO	0.00	12,312.00
101	109428	05/24/24	1896	NEILL ENGINEERS COR	611	5201	NEIL ENGINEERS RETA	0.00	1,000.00
101	109436	05/24/24	2024	PACIFIC GAS & ELECT	611	5222	PW	0.00	1,095.99
101	109444	05/24/24	2219	PURE WATER	611	5309	BOTTLED WATER	0.00	24.75
101	109459	05/24/24	1768	STURDY OIL COMPANY	611	5311	SEWER	0.00	647.00
101	109475	05/30/24	2133	PERS	611	5145	MAY 2024 UAL	0.00	10,250.00
TOTAL CASH ACCOUNT								0.00	82,135.16
TOTAL FUND								0.00	82,135.16

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 77 - GOLF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109238	05/10/24	438	CALIFORNIA AMERICAN	625	5222	77 ASILOMAR GOLF HS	0.00	1,562.14
101	109238	05/10/24	438	CALIFORNIA AMERICAN	621	5222	1273 CRESPI POND 50	0.00	88.82
101	109238	05/10/24	438	CALIFORNIA AMERICAN	621	5222	1254 DELMONTEGOLF30	0.00	100.71
101	109238	05/10/24	438	CALIFORNIA AMERICAN	621	5222	77 ASILOMAR FIRE SV	0.00	79.83
TOTAL CHECK								0.00	1,831.50
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	33.22
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	95.86
101	109239	05/10/24	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	-55.17
TOTAL CHECK								0.00	73.91
TOTAL CASH ACCOUNT								0.00	1,905.41
TOTAL FUND								0.00	1,905.41

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 92 - MCINDOO DONATION

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109281	05/10/24	4822	JUDGE NETTING, INC.	519	6031	BALLPARK BACKSTOP R	0.00	17,337.00
TOTAL CASH ACCOUNT								0.00	17,337.00
TOTAL FUND								0.00	17,337.00

SELECTION CRITERIA: transact.ck_date between '20240501 00:00:00.000' and '20240531 00:00:00.000'
ACCOUNTING PERIOD: 12/24

FUND - 93 - KOO ESTATE DONATION

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109281	05/10/24	4822	JUDGE NETTING, INC.	931	6031	BALLPARK BACKSTOP R	0.00	4,807.50
TOTAL CASH ACCOUNT								0.00	4,807.50
TOTAL FUND								0.00	4,807.50
TOTAL REPORT								0.00	2,224,067.54

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 19, 2024

SUBJECT: Monterey-Salinas Transit Minutes for May 13, 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

May 13, 2024

10:00 am (Pacific)

Present:	Anna Velazquez, Chair	City of Soledad
	Mary Ann Carbone, Vice Chair	City of Sand City
	Jeff Baron	City of Carmel-by-the-Sea
	Kim Shirley	City of Del Rey Oaks
	Lorraine Worthy	City of Gonzales
	Liesbeth Visscher	City of Marina
	Ed Smith	City of Monterey
	Joe Amelio	City of Pacific Grove
	Tony Barrera	City of Salinas
	Dave Pacheco	City of Seaside
	Luis Alejo	County of Monterey
Absent:	Mike LeBarre	City of King
	Ariana Rodriguez	City of Greenfield
Counsel:	Michael D. Laredo	De Lay & Laredo
Staff:	Carl Sedoryk	General Manager/CEO
	Lisa Rheinheimer	Assistant General Manager
	Norman Tuitavuki	Chief Operating Officer
	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
	Cristy Sugabo	Mobility Manager
	Daniel Bruno	Transit Scheduling Assistant
	Dave Bielsker	Transit Scheduler
	Deanna Smith	Civil Rights Officer
	Elena Grigorichina	Operations Specialist
	Emma Patel	Planning Manager
	Ezequiel Rebollar	IT System Engineer
	Ikuyo Yoneda-Lopez	Marketing & Communications Manager
	Isamar Rodriguez	Customer Service Representative
	Jacob Huggins	IT Specialist

	Janet Madler	Fleet Supervisor
	Kevin Allshouse	Contract Transportation Manager
	Marzette Henderson	Transportation Manager
	Matthew Deal	Grants Analyst
	Melissa Valadez	Human Resources Supervisor
	Natalie Flores	Associate Planner
	Noe Rodriguez	Mechanic A
	Paul Lopez	Facilities Manager
	Scott Taylor	IT Manager
	Sonjé Dayries	Compliance Analyst
	Steven Bruno	Purchasing Agent
	Vince Dang	Project Management Coordinator
Public:	Alison Lowenthal	Member of the Public
	Alberto Villa	Member of the Public
	Laurence Matteucig	Member of the Public
	Shannon Rose	Member of the Public
	Brian Cox	MV Transportation
	Mike Iswalt	Kimley-Horn
	Jasmine Megia Cortez	Monterey County Board of Supervisors
	Javier Gomez	Monterey County Board of Supervisors
	Linda Gonzales	Monterey County Board of Supervisors

1. CALL TO ORDER

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

1-2. Pledge of Allegiance.

Chair Velazquez called the meeting to order at 10:08 a.m. Roll call was taken and a quorum was established. Director Visscher led the pledge of allegiance.

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

Carl Sedoryk reviewed the highlights of the agenda.

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Alison Lowenthal commented on her concern with a visual obstruction on MST buses and challenges with the limited bus routes to get to her medical appointments. Cristy Sugabo, Mobility Service Manager, was present to assist Ms. Lowenthal with her questions and concerns.

Alberto Villa, a member of the public from the city of Greenfield commented that he would like the contact information for the representative in the city of

Greenfield. Mr. Villa would like to see improvement with RIDES and mobility services in the area where he lives in Greenfield. Director Ariana Rodriguez, representative for the City of Greenfield, provided her contact information.

Shannon Rose and Laurence Matteucig commented that they have concerns about a 2006 Urban Service Homeowner Associations (HOA) agreement with regional transportation to fund transit services through HOA monthly dues. Board Chair Velazquez asked staff to follow-up on the matter.

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 2024-22 Recognizing Janet Madler, Fleet Supervisor, as Employee of the Month for May 2024. (Norman Tuitavuki) (Page 7)

3-2. Approve Minutes of the MST Board Meeting on April 15, 2024. (Jeanette Alegar-Rocha) (Page 9)

3-3. Receive Draft Minutes of the MST Board Operations Committee Meeting on April 15, 2024. (Jeanette Alegar-Rocha) (Page 17)

3-4. Receive Report on Lost and Found Items Left on MST Property for the Month of December 2023. (Beronica Carriedo) (Page 21)

3-5. Financial Report – March 2024. (Lori Lee) (Page 23)
a) Accept Report of March 2024 Cash Flow,
b) Approve March 2024 Disbursements, and
c) Accept Report of March 2024 Treasury Transactions.

3-6. Receive MST's Audited FY 2023 Annual Comprehensive Financial Report and Letter from the Measure Q Oversight Committee. (Lisa Rheinheimer) (Page 37)

3-7. Ratify a One-Year Contract Extension with Allied Universal from July 1, 2024, to June 30, 2025, for Security Foot and Mobile Patrol Services, and Approve a Rate Increase for Foot Patrol from $27.24/Hour to $29.25/Hour, in an Amount Not to Exceed $317,772. (Steven Bruno) (Page 45)

3-8. Receive Draft Minutes of the Measure Q Oversight Committee Meeting on April 22, 2024. (Jeanette Alegar-Rocha) (Page 47)

3-9. Approve Updated MST Bus Advertising Rates for Internal and External Space. (Ikuyo Yoneda-Lopez) (Page 51)

There were no public comments on the Consent Agenda.

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

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

4. PUBLIC HEARINGS

None

5. ACTION ITEMS

5-1. Receive Update on the SURF! Busway and Bus Rapid Transit Project. (Lisa Rheinheimer) (Page 55)

There were no public comments.

Board member Visscher recused herself from the presentation.

The MST Board received an update on the SURF! Busway and Bus Rapid Transit Project. AMBAG awarded $2M to the project through the Bipartisan Infrastructure Law through the Carbon Reduction Program which is not reflected in the May 13 board agenda packet as staff received the information after the agenda was published.

5-2. Receive Report and Presentation on the Transit-Oriented Development Study. (Michelle Overmeyer) (Page 63)

There were no public comments.

The MST Board received a report and presentation on the Transit-Oriented Development Study provided by Mike Iswalt of Kimley-Horn.

5-3. Receive Report on Request by MV Transportation to Modify their Contract Terms to Increase their Rates and Direct Staff to Return to this Board with a Recommendation. (Norman Tuitavuki) (Page 65)

There were no public comments.

The MST Board received a report on a request by MV Transportation to modify their contract terms to increase their rates and directed staff to come back with further analysis.

Lorraine Worthy left the meeting at 11:00 a.m.

6. RECOGNITIONS AND SPECIAL PRESENTATIONS

6-1. May 2024 Employee of the Month – Janet Madler, Fleet Supervisor (Norman Tuitavuki)

The MST Board recognized Janet Madler, Fleet Supervisor, as the May 2024 Employee for her outstanding contribution to MST and the entire community. The MST Board also recognized last month's employee of the month, Noe Rodriguez.

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 – March 2024 (Page 67)

7-2. Federal Legislative Advocacy Report (Page 69)

7-3. State Legislative Advocacy Update (Page 71)

7-4. Staff Trip Reports – (Pages 75-83)

7-5. Correspondence – (Page 85)

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.

i) Transit Board Members & Board Administrators Seminar, July 13-16, 2024, in San Jose, CA. Early Registration Fee deadline is May 24, 2024.

Chair Velazquez informed interested Board members to notify the board clerk if they wish to attend the seminar.

8-3. Board Member Referrals for Future Agendas.

Director Alejo reminded the Board of the August 2024 deadline for the November 2024 ballot in consideration of the Measure Q extension.

9. ATTACHMENTS

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

10. RECESS TO 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)*** *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-Milias-Brown Act representative.*

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

10-2. Conference with Real Property Negotiators, Gov. Code § 54956.8
APN #: 002-771-007-000 at 1037 Abbott St., Salinas and 002-771-006-000 on S Sanborn Rd., Salinas

MST Negotiators: Carl Sedoryk, General Manager/CEO

Under Negotiation: Price and Terms of Sale

There were no public comments on the Closed Session items.

11. REPORT ON CLOSED SESSION

Directors Alejo and Amelio left the meeting at Noon (Pacific)

Michael Laredo, MST General Counsel, reported that the Board met and discussed closed session item 10-1 and it will be moved to an open session item on the June 10 Board agenda.

Michael Laredo, MST General Counsel, reported that the Board met and discussed closed session item 10-2. The Board provided general direction but no reportable action was taken.

12. ADJOURN

With no further business to discuss, Chair Velazquez adjourned the meeting at 12:15 p.m. (Pacific).

Prepared by: _____ Reviewed by: _____

Jeanette Alegar-Rocha
Deputy Secretary/Clerk to the Board

Carl G. Sedoryk
General Manager/CEO

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Matthew Mogensen, City Manager

MEETING DATE: June 19, 2024

SUBJECT: Community Goals and Work Plan Review for FY 24-25

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

RECOMMENDATION

Receive the Goals and Work Plan Update.

DISCUSSION

At the April 19, 2023 City Council meeting, the City Council adopted its Areas of Focus, Goals and Milestones for 2023-2025, including a workplan (attached to this agenda report) that details the anticipated delivery dates for the goal milestones by fiscal year quarter. Staff has been consistently working towards the goals and milestones since adoption. The workplan was reviewed by the City Council at the February 28, 2024, City Council Special Goals Meeting and Budget Workshop for current status and to discuss if the Goals and Milestones are still relevant to the priorities of the City Council. The Council opted to continue the work outlined in the workplan through the remainder of this fiscal year and Council term.

Attached is a matrix containing Community Goals by priority area, the milestones, and the progress made through May of 2024. Progress continues towards the Goals, with the largest work efforts continuing into next fiscal year. Accomplishments toward the Goals include:

- Hours and activities have been expanded in the Recreation Services for youth.
- The draft Fee Study will be presented to the Council in July/August.
- A draft City Facilities Assessment will be presented to Council in the coming months.
- Staff continues to look for options to create a Complete Streets Policy.
- An RFP for a Climate Action Plan will be released in June.
- Staff has been working with the BNRC to revise Title 12.
- Trees have been planted and maintained on public property.
- Wildlife protection efforts have been increased through hiring and training of CSOs.
- A consultant is being sought for LCP updates.
- Efforts toward updating the GWP Masterplan are underway.
- The Housing Element Update and its associated Goal work continues to be a large work effort for the Community Development Department.

OPTIONS

The options available to the City Council:

1. Review the current Work Plan and modify the Plan as necessary: or
2. Provide the City Manager with additional direction.

FINANCIAL IMPACT:
The revised Work Plan for FY 24-25 will provide the City Manager and his team with the direction necessary to develop the FY 24-25 Budget.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

2023-2025 Community Goals & Work Plan

Attachments
Community Goals & Work Plan 2023-25

PRIORITY AREA: Recreation Services

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

NEW	MANDATE	GOALS	MILESTONES FOR 2023	QUARTER OF COMPLETION (Fiscal Year)	LEAD DEPARTMENT	Status	Percentage Complete	Additional Notes
YES	NO	**Expand hours and services of the Youth Center**	Submit comprehensive recreation plan to City Council for expanded services, activities and programs; receive Council input. *(Plan components include: recruitment strategy, proposed budget including additional FT and Seasonal PT employee hours, expanded hours of operation for all recreational facilities including the Lighthouse. ThePlan will also explain the delta btween 2019 service offerings to what is orooosedl.*	Q4 FY22/23	Rec/PW /CMO /ASD	**Q4 - Complete**	100%	
			Recruit and onboard additional Seasonal PTE (current and expanded summer 2023 programming).	Q4 FY22/23	Rec/PW/CMO	**Q4 - Complete**	100%	
			Recruit and onboard additional FTE.	QI FY23/24	Rec/PW/CMO	**Q1 - Complete**	100%	
			Complete implementation of comprehensive recreation plan (that includes expanding hours, activities and services for the community).	QI FY23/24	Rec/PW/CMO	Q1 - Complete, Ongoing	100%	
YES	NO	**Expand or reinstate afterschool and recreational activities, including recreation and sports programs.**	Same milestones as above.	Q4 FY22/23	Rec/PW/CMO	Q1 - Partially Complete, Ongoing	75%	Always Ongoing
YES	No	**Evaluate fees for use/rental of City facllies (e.g. Chautauqua Hal, etc.) to incentlvlze more use by the community.**	Assess facility rental fees and submit new proposed fee schedule to the City Council for consideration.	QI FY23/24	ASD/Rec	Q2 - Partially Complete	85%	Consultant interviewed departments and are received the draft fee study. Staff is reviewing the calculations and inputs related to two departments. Tentative presentation date to Council in July.
			Implement new fee schedule.	QI FY23/24	ASD/Rec	Q2 - Partially Complete	85%	Consultant interviewed departments and are received the draft fee study. Staff is reviewing the calculations and inputs related to two departments. Tentative presentation date to Council in July.

QUARTER	FIscalyear
QI	July-Aug-Sept
Q2	Oct-Nov-Dec
Q3	Jan-Feb-March
Q4	April-May-June

PRIORITY AREA: Infrastructure

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

NEW	MANDATE	GOALS	MILESTONES FOR 2023	QUARTER OF COMPLETION (Fiscal Year)	LEAD DEPARTMENT	Status	Percentage Complete	Notes
YES	NO	**Enhance the process, prioritization, scheduling and completion of CIP projects.**	Select consultant to recommend a new approach for Capital Improvement Program, including the development of asset management schedules, recommended funding and prioritization to address ongoing repair and replacement of City facilities, assets and infrastructure. Select a consultant to develop asset management schedules and recommended funding to address repair and replacement of City facilities, assets and infrastructure as part of defining a new approach to CIP process.	QI FY23/24	PW/ASD/CMO	Q1 - Initiated	75%	RFQ issued and closed on February 15, 2024. Staff is reviewing the 8 proposals received and antiicpates scheduling interviews in March. Selected contractor finished evaluation and is completing the report.
			Implement recommendations for the development and adoption of a new Capital Improvement Plan. effective July 1, 2024, including a new asset management program.	QI FY23/24			0%	Needs to be updated to Q4
YES	NO	**Complete Streets Poley: adopt a plan to Implement the design of safe walking paths, sIdewalks and bike lanes. Including slgnage.**	Retain the services of a qualified firm to assess the City's multi-modal transportation network, including all associated transportation policies and the proposed general plan transportation element, and to draft a Complete Streets Policy and safe routes to school map - specific to the needs of the Pacific Grove community.	Q3 FY23/24	PW/COO	Q2 Initiated	50%	City staff released an RFP and proposals where due May 29th. No proposals had been received. Staff is seeking alternatives
			Develop and adopt a draft policy and safe routes to school map; shepherd through the Traffic Safety Commission for feedback and public review.	Q4 FY23/24	PW/CDD		0%	
			Incorporate policy elements for implementation as a part of subsequent CIP streets infrastructure improvements.	QI FY24/25	PW/CDD		0%	

QUARTER	Fiscal vear
QI	Julv-Aug-Sept
Q2	Oct-Nov-Dec
Q3	Jan-Feb-March
Q4	April-Mav-June

PRIORITY AREA: Environmental Stewardship

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

NEW	MANDATE	GOALS	MILESTONES FOR 2023	QUARTER OF COMPLETION (Fiscal Year)	LEAD DEPARTMENT	Status	Percentage Complete	Additional Notes
YES	NO	**Initiate and Complete a Climate Action and Adaptation Plan.**	Receive recommendations from City Climate Action and Adaptation Plan Subcommittee to authorize funds for a consultant: present to BNRC and then City Council for review and additional input.	QI FY23/24	PW/CDD	Q1 - In Progress	50%	CAAP committee has been formed and meetings have occured. Scope for RFQ has prepared and approved by the subcommittee. Staff is finalizing the RFQ and plans to release in June of 2024.
			Present proposed Climate Action and Adaptation Plan to BNRC and then City Council for review and adoption.	Q3 FY23/24	PW/CDD			
YES	NO	**Initiate and complete a Citywide Tree Improvement and Management Plan (e.g., planting In pubic areas, sustainable tree maintenance and removal strategies, review and replacement of non-native plants and species,etc.).**	Complete comprehensive Title 12 revisions; revisions focus on replanting compliance and tree appeal process; to be reviewed by the BNRC.	QI FY23/24	PW	Q1 - Initiated	90%	Reviewed by BNRC in January. Comments received and revision underway for second BNRC review.
			Complete comprehensive Title 12 revisions; revisions focus on replanting compliance and tree appeal process; to be reviewed City Council.	Q2 FY23/24	PW		0%	Following a second review by the BNRC, Staff will bring the proposed revisions forward to Council for review.
			Plant and maintain (e.g., additional labor) 150 native trees on public property and public right-of-way.	Q4 FY23/24	PW	Q2 intiated	20%	Staff has been planting trees on publc property. Staff is in the process of recruiting a PT employee for watering/maintenance of public trees.
NO	NO	**Protect Wldllfe and Habitat.**	Train CSOs in wildlife protection.	QI FY 23/24	PD/CMO	Q1 - Initiated		PD is working with Dara Sanders (consultant) and the City Council Subcommittee on this matter. Training will also be provided by MB Aquarium staff
			Draft and issue RFQ for Local Coastal Program (LCP) amendments.	Q4 FY22/23	CMO/CDD	Q1 - Initiated		The review of the procurement process for a consulting resource is underway
			Review and rank RFQ responses: make recommendation for City Council to award contract.	QI FY23/24	CDD/CMO	Q1 - Initiated		Pending listing above
			Release a public draft of LCP amendments for review and City Council adoption; submit to California Coastal Commission for LCP Amendment.	Q4 FY23/24	CDD/CMO			
NO	NO	**Review, update and implement George Washington Park Master Plan.**	Hire a consultant to conduct biological assessment of GWP in order to update and recommend implementation measures of the GWP master plan.	Q4 FY22/23	PW	Q1 - Initiated	50%	Council approved an agreement for a year long biological assessment . A kick off meeting was held and work is has commenced.
			Receive and review Monterey Fire Department's Community Wildfire Protection Plan for impact to GWP (harmonize and align).	QI FY23/24	MFD/PW	Q1 - In Progress	95%	The final CWPP report is available online: https://haveyoursaymonterey.org/cwpp
			Implement Council adopted policies for GWP Master Plan in alignment with approved City Council direction.	Q2 FY23/24	PW/MFD	Q1 - Initiated		Improvements consistent with the GWP master plan commenced in September 2024. Improvements were halted at the request of the Council & BNRC; Until an updated plan is approved or alternative direction provided, only required maintenance for safety will be executed.

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

PRIORITY AREA: Affordable Housing

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

NEW	MANDATE	GOALS	MILESTONES FOR 2023	QUARTER OF COMPLETION {Fiscal Year}	LEAD DEPARTMENT	Status	Percentage Complete	Notes
YES	NO	**Explore and assess the grandfathering of existing non-conforming ADU's**	Review, audit and conduct field visits for prior second unit report.	Q2 FY23/24	CDD	Q1 - Initiated	20%	May best be addressed on a case-by-case basis with the Building, Planning, and Housing Departments in collaboration as inquiries come in to CDD
			Present findings and staff recommendations to City Council for direction.	Q3 FY23/24		Ongoing		
NO	YES	**Complete Housing Element Update (MANDATED}**	Prepare and present draft 6th Cycle Housing Element to the Planning Commission, including DEIR (if necessary).	Q3 FY23/24		Q1 - Complete, Ongoing	100%	The Planning Commission considered the 6th Cycle Draft Housing Element on October 5th and 12th, and made recommendations. These recommendations were brought forward to Council on October 18th. NOP issued on January 26, 2024 for the preparation of the EIR. EIR Scoping Session was held with the Planning Commission on February 15, 2024. Staff and consultant work on the DEIR is underway.
			Submit draft 6th Cycle Housing Element to HCD for comments.	Q3 FY23/24		Complete	100%	Draft Housing Element was submitted to HCD on November 1, 2023. City received formal HCD comments on January 31, 2024. Staff and consultant are reviewing HCD comments and preparing revisions to the Draft Housing Element accordingly. Working to identify alternative sites/methods to meet RHNA after the removal of the three "Unclassified" sites.
			Integrate HCD revisions into the draft 6th Cycle Housing Element	Q3 FY23/24		Q3 ongoing		
			Prepare and present draft 6th Cycle Housing Element to the City Council for final adoption and EIR certification (if necessary).	Q2 FY 24/25		Ongoing		
YES	YES	**Initiate a feaslbllity and site selection process for the design and construction of an affordable housing project**	Prepare 6th Cycle Housing Element draft with Rincon Consultants to deteremine an inventory of feasible development sites for affordable housing.	Q3 FY23/24		Ongoing		
			Determine outside developers' interest in sites selected in Housing Element to develop affordable housing.	2024/25				
			City Council review and consideration of preferred site, including selection of preferred market and/or non-profit developer.	2024/25				

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

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Brian Anderson Commander

MEETING DATE: June 19, 2024

SUBJECT: Agreement for Services with Pacific Grove Unified School District for School Resource Officer

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

RECOMMENDATION

Motion to authorize Mayor to sign Agreement For Services with Pacific Grove Unified School District for services of a School Resource Officer ("SRO").

DISCUSSION

The Pacific Grove Police Department provides a School Resource Officer to the Pacific Grove Unified School District, requiring a review yearly. The current SRO is Officer Andrea Hill.

An Agreement for Services ("Agreement") with the School District for the services of an SRO is attached to this Agenda Report. The Term of this Agreement is from July 1, 2024 to June 30, 2025. The compensation to be paid by the School District to the City for the services of the SRO is not to exceed $89,664.00. The Scope of Services, Responsibilities and Duties is included in Exhibit A to the Agreement.

The School District approved the Agreement at its meeting on June 6, 2024.

OPTIONS

Other action related to this item.

FINANCIAL IMPACT:

The City will receive payments from the School District for the services of the SRO in an amount not to exceed $89,664.00 to be paid quarterly.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Final SRO Contract

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is entered into on this 1st day of July 2024, by and between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (hereinafter referred to as "DISTRICT"' and the CITY OF PACIFIC GROVE, a municipal corporation (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the DISTRICT desires to contract with the CITY for a specialized police service via a School Resource Officer ("SRO").

WHEREAS, the DISTRICT and the CITY recognize the benefits of the SRO program to the students of Pacific Grove High School, Pacific Grove Community High School, Pacific Grove Middle School, Forest Grove Elementary School, Robert Down Elementary School, and Pacific Grove Adult School, all located within the City of Pacific Grove jurisdiction, as well as to the residents of Pacific Grove.

WHEREAS, the purpose of the School Resource Officer is to provide specialized police services to the DISTRICT including but not limited to:

a. Enhance a safe learning environment by helping reduce school violence, drug abuse, and protect against intruders on school campus; and

b. Improve school-law enforcement collaboration; and

c. Improve perception and relations between students, school staff, parents, and law enforcement officials.

WHEREAS, the CITY desires to contract with the DISTRICT to provide a School Resource Officer in the DISTRICT as defined in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **TERM**
   The Term of this Agreement shall be for one year commencing on July 1, 2024, through and including June 30, 2025, unless terminated pursuant to the terms of this Agreement.

2. SCOPE OF SERVICES

The CITY shall provide SRO services to the DISTRICT pursuant to the terms of this Agreement and as described in Exhibit A.

3. COMPENSATION/SERVICE RATES

A. The DISTRICT agrees to pay the CITY a not-to-exceed amount of Eighty-Two Thousand Two-Hundred and Thirty Dollars ($89,664) for the SRO, for the Term as stated above.

B. The CITY shall provide a SRO, subject to DISTRICT approval of the individual so assigned to the DISTRICT for all of the regular instructional school days (180 school days) during the Term of this agreement, unless unable due to operational needs. In the event the individual selected to serve the DISTRICT as the SRO is not approved, this contract shall be null and void. For each nine (9) days of absence for any reason other than for training of an SRO from DISTRICT sites, the compensation to the CITY by the DISTRICT under paragraph 3A above shall be reduced by five percent (5%) by a credit on the next invoice from the City to the District.

C. Time spent by the SRO attending municipal, juvenile court, and/or criminal cases arising from and/or out of the SRO's services as an SRO shall be considered hours worked for the District and shall not be backfilled by the Department.

D. The CITY shall send the DISTRICT quarterly invoices in equal amounts at the beginning of each quarter for 25% of the total amount set forth in Section 3.A., above.

E. If any invoice is unpaid more than sixty (60) days after receipt, then the DISTRICT shall pay to the CITY the maximum interest rate permitted by law from the 60th day following the date such amount became due, until paid.

4. GENERAL ADMINISTRATION AND MANAGEMENT

A. The Pacific Grove Chief of Police shall have the primary administrative responsibility under this Agreement for the CITY. The Chief of Police or their designee shall consult with the Superintendent of the DISTRICT or designee on matters that pertain to this Agreement.

B. Any complaint against the SRO arising from his or her actions pursuant to this Agreement shall be directed to the Chief of Police and handled in the manner as prescribed by law or standing Department policy.

5. SUSPENSION/TERMINATION OF AGREEMENT

This Agreement may be terminated for any reason by either party upon thirty (30)-days written notice delivered as set forth in this Agreement. In the event of an action or omission on the part of the SRO assigned to the District that is a possible violation of District or law enforcement policies, protocols, and best practices, the District may request in writing an immediate removal and replacement of the assigned SRO pending an investigation of the matter and a determination by the District that the SRO had acted in accordance with District and law enforcement protocols. In the event that the CITY is unable or unwilling to replace the assigned SRO with

another member of the police force, the District shall have the right to immediately cancel and terminate this Agreement.

6. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either party hereto without the prior written consent of the other party. The rights and duties herein shall be binding, and inure to the benefit of any successors, permitted assigns, and heirs of the parties.

7. HOLD HARMLESS

A. The CITY agrees to indemnify, defend, and save harmless the DISTRICT, its respective elected and appointed officials, officers, agents, and employees. from and against all claims, losses, actions, damages, expenses, and liabilities, including reasonable acts or omissions, to the extent to which those acts or omissions are related to the provisions of SRO services by the CITY under this Agreement in accord with the Scope of Services set forth in Exhibit A. The CITY assumes workers compensation liability for injury or death of its elected and appointed officials, officers, agents, and employees, and assumes no worker's compensation responsibility for the elected and appointed officials, officers, agents, and employees of the DISTRICT.

B. The DISTRICT agrees to indemnify, defend, and save harmless the CITY. its respective elected and appointed officials, officers, agents, and employees, from and against all claims, losses, actions, damages, expenses, and liabilities, including reasonable acts or omissions arising from or related to performance of this Agreement, to the extent caused by the negligence or willful misconduct DISTRICT, its officers or employees when performing services within the Scope of Services set forth in Exhibit A.

C. Both parties shall maintain in force, at all times during the performance of this Agreement, a policy of insurance covering all of its operations (including public liability and property damage) naming the other party as an additional insured, with not less than $5,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under this Agreement with a combined single limit of not less than $1,000,000.00. Notice in writing shall be given at least 30 days in advance of cancellation, reduction in coverage limit, or intended non-renewal of any policy. Insurance shall be provided by a company authorized by law to transact insurance business in the State of California. In addition, the CITY and the DISTRICT agree that the CITY and the DISTRICT may self-insure against any loss or damage, which could be covered by a comprehensive general public liability insurance policy and may also obtain coverage through an insurance pool.

D. Policies shall also be endorsed to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. Any insurance required of either party to this Agreement may be provided by a plan of self-insurance and/or a public entity risk-sharing agreement at the option of the party.

8. INSURANCE AND WORKER'S COMPENSATION

The DISTRICT certifies that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and

it certifies that it will comply with such provisions before commencing performance under this Agreement. CITY agrees to provide all necessary workers' compensation insurance for any and all CITY employees, including, but not limited to any employee providing SRO services to DISTRICT as contemplated by this Agreement, at CITY'S own cost and expense.

9. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

DISTRICT: Dr. Linda Adamson, Superintendent,
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950

CITY: Brian Anderson, Commander
Pacific Grove Police Department
580 Pine Avenue
Pacific Grove. CA 93950

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, the DISTRICT or the CITY, to whom it is directed: or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to DISTRICT or CITY *at* the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

10. VENUE

CITY and DISTRICT hereby agree to make good faith efforts to resolve disputes as quickly as possible. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation, or arbitration), venue shall be handled in Monterey County, California.

11. AGREEMENT CONTAINS ALL UNDERSTANDINGS, AMENDMENT

This document represents the entire and integrated Agreement between the DISTRICT and the CITY and supersedes all prior negotiations, representations, and agreements either written or oral. This Agreement may be amended or modified only by a written instrument signed by both parties.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

13. WAIVER

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

14. INTERPRETATION OF CONFLICTING PROVISIONS

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

15. HEADINGS

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

16. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive and both the CITY and the DISTRICT expressly reserves the right to contract with other entities for the same or similar services.

17. CONSTRUCTION OF AGREEMENT

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

18. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Agreement.

19. SEVERABILITY

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

_____ _____

Dr. Linda Adamson, Superintendent Date

CITY OF PACIFIC GROVE

_____ _____

Bill Peake, Mayor Date

_____ _____

Brian Anderson, Commander Date

APPROVED AS TO FORM

_____ _____

Brian A. Pierik, City Attorney Date

APPROVED AS TO LIABILITY PROVISIONS

_____ _____

Tori Hannah, Admin. Services Director Date

EXHIBIT A

SCOPE OF SERVICES, RESPONSIBILITIES, DUTIES

Under the supervision of the Chief of Police of the City of Pacific Grove or his or her designee, the following Articles shall express the Scope of Services, responsibilities, and duties of the parties.

ARTICLE I
Rights and Duties of the CITY -
The CITY shall provide a School Resource Officer (SRO) as follows:

1. School Resource Officer

   A. The CITY shall assign one regularly assigned police officer to the DISTRICT with the responsibility to provide SRO services to the following schools: Pacific Grove High School, Pacific Grove Community High, Pacific Grove Middle School, Forest Grove Elementary School, Robert Down Elementary School, and Pacific Grove Adult School.

   B. The immediate duties and supervision of the SRO shall reside with the Pacific Grove Police Department, which shall perform scheduled and non-scheduled visits to the schools.

2. Regular Duty Hours of the SRO

   A. During the Term, the SRO shall be assigned to the schools on a full-time basis, eight hours, per school day, with a half hour break for lunch. The SRO will rotate time amongst all of the aforementioned schools within the DISTRICT. The time allotted to each school site shall be determined by the DISTRICT after collaboration with the Department.

   B. When school is closed due to in-service training, the SRO, if invited by a school or DISTRICT administrator(s), may attend the in-service training.

   C. During extended periods when schools are not in session, the SRO will be assigned as needed by their CITY supervisor.

   D. The CITY will ensure the SRO makes it a priority to schedule time off for vacations and floating holidays during periods when school is not in session, as much as possible.

   E. In the event the SRO must take time off during the time school is in session, such time must be authorized by the SRO's police supervisor. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence. Such time off shall be backfilled by the Department utilizing on duty patrol personnel. Such coverage will be provided from regular patrol officers and will not represent an onsite presence.

   F. The SRO may be temporarily reassigned by the Police Department during a law enforcement emergency. Time spent on a law enforcement emergency shall not be backfilled by the Department. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence.

G. The SRO may be required to participate in mandatory police training necessary to maintain the SRO's proficiency. Time spent on mandatory police training that is not specific to the position of SRO shall be backfilled by the Department, utilizing on duty patrol personnel, when available. Such coverage will be provided from regular patrol officers and will not represent a dedicated presence.

H. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of all absences within a reasonable amount of time.

I. Whenever the assigned SRO is to be absent, the Chief of Police or Department Watch Commander shall make a reasonable effort to ensure that on-duty officers will take responsibility for the schools and that there will not be a dedicated presence on school campuses.

J. Training specific to the position of SRO shall be considered hours worked for the District and shall not be backfilled by the Department.

3. Duties, Obligations, and Procedures of the SRO

The SRO shall:

A. Wear the established Pacific Grove Police Department patrol uniform including safety equipment designed for use by sworn field personnel pursuant to the Pacific Grove Police Department's policy manual. Special uniforms or "plain clothes" may be worn for special circumstances as approved by the Police Chief or designee

B. Monitor the police radio frequency when on and off campus as well as be available by the Department-issued cellular phone.

C. Make classroom presentations when only requested by a school or DISTRICT administrator.

D. Participate in discussions during class to establish rapport with students, only when requested by school administrator or Superintendent or designee.

E. Take appropriate law enforcement action as required by law and the policies and procedures of the Police Department.

F. Within the bounds of applicable law, will notify the school principal, DISTRICT Safety Director, Superintendent, or designee as soon as practical of any violations or actions that impact school discipline, order, or safety provided that it will not potentially interfere with an ongoing criminal investigation. The SRO shall adhere to Police Department Procedures, and Policies, and legal requirements.

G. Shall not enact any program with the school without obtaining prior permission, advice and guidance from the District Safety Director and school administrators.

H. Be familiar with DISTRICT policies and regulations related to safety and student conduct and discipline issues, including the DISTRICT'S Code of Conduct.

I. The SRO shall not be used for regular assigned lunch room duties, hall monitoring or other monitoring duties. The SRO may be requested by the site administration to assist the school in maintaining a safe environment for students and staff whether the threat is internal or external based on the circumstances.

J. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, DISTRICT administrators, parents and community members.

K. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, and security personnel.

L. Every effort will be made by the SRO to maintain detailed, accurate and up to date records as required by the CITY Pursuant to Public Records Act (Gov. Code§§ 6250, et. seq.) any responsive records maintained by the SRO may be accessible to the DISTRICT upon written request.

M. The Department shall periodically provide the DISTRICT with disaggregated data on student interactions with SRO's. Such report may include the number of arrests and referrals for prosecution, the number of reports provided to the school or district regarding student misconduct, or other actions taken by SRO's with respect to individual students or others on campus. Pursuant to Public Records Act (Gov. Code§§ 6250, et. seq.)

N. Attend, whenever possible, school and DISTRICT in-service training at the invitation of the District Safety Director, Superintendent or designee, or school administrator/principal.

O. Respond appropriately to issues of racial bias in accordance with PGPD departmental policy.

P. Become knowledgeable about restorative justice techniques; special accommodations for students with disabilities; practices proven to improve school climate; Big Five Safety Protocols, multi-tiered systems of support (MTSS), and the creation of safe spaces for lesbian, gay, bisexual, transgender, and questioning students.

Q. Will be trained on their role within the DISTRICT'S schools and on the rights afforded to students under the laws of the State and by DISTRICT policies, regulations, and procedures.

R. The SRO will work collaboratively with the district to build a "Culture of We" in which all students feel a strong sense of Belonging, Safety, & Prosperity.

S. District will provide training to the SRO in areas that focus and/or aligned with DISTRICT initiatives such as cultural proficiency.

T. Work cooperatively with DISTRICT to address problems within the DISTRICT as well as work proactively with all law enforcement agencies that service the DISTRICT'S community.

U. Upon request, attend parent, faculty, student, administration, and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support, when available.

V. Inform school administrators of any concerns or issues related to mental health, drug use, bullying, etc. involving students of which they may have specific knowledge provided it does not interfere with a criminal investigation or violate privacy rights.

W. Maintain confidentiality of any and all information obtained in confidence and not disclose the information except as provided by the law or court order. The District remains in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

X. Maintain confidentiality of DISTRICT records and information in accordance with DISTRICT policies.

Y. Perform other duties which will promote the purposes of the SRO program, and which are mutually agreed upon by the DISTRICT and CITY.

Z. Any additions to the above duties must be mutually agreed in writing upon by the CITY'S Chief of Police, the DISTRICT Superintendent, or their designee.

AA. Sign in at all school sites in the main office, with the time, date and purpose, so as to support the DISTRICT in maintaining metrics of efficiency.

ARTICLE III

The DISTRICT shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO program.

1. The DISTRICT shall provide a private office for the SRO to conduct matters of confidential business and shall provide the SRO with access to records which are deemed necessary by the DISTRICT, as permitted by law. The SRO shall maintain confidentiality of the records in accordance with law.

2. The SRO shall not have access to student records, nor release information to another person, agency, or organization, without the written permission from the parent/guardian or adult student, unless specifically allowed or required by state and/or federal law. The SRO shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law.

3. The DISTRICT shall provide a desk, filing cabinet with locking system and office furniture for use of the SRO.

4. Within legal requirements of confidentiality, the DISTRICT shall provide information regarding students or adults who are not supposed to be on or near the campus.

ARTICLE IV

Appropriations -

The obligations of each party under this Agreement are contingent upon adequate funds for that purpose being budgeted, appropriated, and otherwise made available.

ARTICLE V

Employment Status of School Resource Officer -

The SRO shall remain an employee of the CITY at all times while providing SRO services to the DISTRICT and shall not be an employee of the DISTRICT. The DISTRICT and CITY acknowledge that the SRO is a law enforcement officer who shall uphold the law under the direct supervision and control of the Pacific Grove Police Department. The SRO shall remain responsive to the chain of command of the Pacific Grove Police Department.

The SRO shall be accountable to the Principal(s) of the school(s) for their behavior or conduct while at the school. The Superintendent or designee has the rights and responsibilities to report any alleged misconduct, non-compliance with the DISTRICT'S policies or other questionable behavior on the part of the SRO to the Chief of Police or to the Police Commander of the Pacific Grove Police Department. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

ARTICLE VI

The Chief of Police will ensure the SRO is a full time, certified police officer with the Pacific Grove Police Department and meets any relevant education, training and experience requirements as determined by the Department.

ARTICLE VII

Dismissal of School Resource Officer; Replacement –

1. In the event that the Superintendent or designee, District Safety Director, and/or Principal(s) of the schools in the Pacific Grove Unified School DISTRICT believe the SRO is not effectively performing their duties and responsibilities, the Superintendent may recommend to the Police Commander of the Pacific Grove Police Department the police officer who is assigned as the SRO be removed from the program, and shall state the reasons therefore, in writing. The Commander shall, within a reasonable amount of time, notify the Chief of Police of their recommendation. The Chief of Police, and/or designee shall meet with the DISTRICT Superintendent or designee to mediate or resolve any problems which may exist. If, within reasonable amount of time after the being informed of the issue, the problem is not resolved, the police officer assigned to the SRO position can be prohibited by the District from conducting the duties of an SRO on District campuses. .

2. In the event of resignation, dismissal, or reassignment of the SRO, the Police Department shall attempt to provide a permanent replacement for the SRO as soon as practical contingent on departmental staffing. The DISTRICT shall have the right to approve the new SRO; if a suitable replacement cannot be found, the DISTRICT shall have the right to suspend the contract.

3. In the event of egregious misconduct, the Superintendent shall have the right to prohibit the SRO from conducting the duties of an SRO on District campuses. The DISTRICT shall inform the Chief of Police or Watch Commander of any such action taken. In this event, unless a suitable substitute is assigned as the SRO, the DISTRICT's obligations under this Agreement to make payment to the City shall be suspended.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Lori Frati, Finance Manager

MEETING DATE: June 19, 2024

SUBJECT: Amended Agreement with HdL Companies for Sales Tax, Business Licenses, and TOT Collection and Compliance Services.

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

RECOMMENDATION

1. Authorize the Mayor to sign an amendment to the existing agreement with HdL companies for a 1 year extension to June 30, 2025 (renewable for an additional 1 year thereafter) in the amount not to exceed $60,000 for the following:
   - Sales, Use and Transactions Tax Auditing and Information Services;
   - Business License Tax Operations and Compliance Services;
   - Transient Occupancy Tax Operations Management Services; and

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

DISCUSSION

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

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

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

On July 1, 2022, the City entered into a short-term contract with HdL Companies in an amount not to exceed $39,000. In October 2022, the agreement was amended through June 30, 2023, with an annual cost not to exceed $60,000. In July 2023, the City extended the agreement for an additional year with an

expiration date of June 30, 2024. Staff is recommending a third amendment to the contract based on the unique services offered by HdL and department's reduced staffing situation. The Administrative Services Department is in the process of recruiting and hiring three regular positions, with one position filled with a temporary 30-hour staff person. Due to the shortage of staff, it would be challenging to effectively migrate and validate the City's data to a new vendor platform.

To assess HdL service levels, the City conducted a Customer Service Survey within the business community in 2021. The City also plans to take advantage of their business license compliance review services.

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

- Extend the contract term to June 30, 2025, with an option to extend it for an additional year. (The option to extend beyond 2025 would require additional Council approval).

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

OPTIONS

1. Take no action
2. Provide alternate direction.

FINANCIAL IMPACT:

The funds to support this agreement are included in the FY 24/25 budget.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

HDL Agreement July 2022

HdL Agreement Amendment No. 3

DocuSign Envelope ID: 68E23627-421E-4257-B11B-2615ED0CC280

CITY OF PACIFIC GROVE
VENDOR SERVICES AGREEMENT

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

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

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

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

1. TERM

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

2. SCOPE OF SERVICES

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

3. PERFORMANCE

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

   b. VENDOR shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

   c. VENDOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by VENDOR or in any way affect the performance of its Services pursuant to this Agreement. VENDOR shall at all times observe and comply with all such laws and regulations. City, and its officers,

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

d. VENDOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither VENDOR nor any person acting on VENDOR's behalf shall refuse to employ or refuse to continue in any employment any person or discriminate on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual preference, sex, gender identity, gender expression, military or veteran status or age. Harassment in the workplace is not permitted in any form. VENDOR further agrees to comply with all laws with respect to employment when performing this Agreement.

e. VENDOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

f. VENDOR declares and warrants that no undue influence or pressure is used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer, employee, or agent of City will receive compensation, directly or indirectly, from VENDOR, or from any officer, employee or agent of VENDOR, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CITY MANAGEMENT

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

5. PAYMENT

a. For Services rendered pursuant to this AGREEMENT, VENDOR shall be paid in accordance with the Payment Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the VENDOR, for the Services initially contemplated by this AGREEMENT, exceed the sum of **$39,000** unless otherwise first approved in writing by the City.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold,

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

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

6. INSPECTION

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

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon VENDOR at least thirty (30) days prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, City shall pay to VENDOR the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, VENDOR shall submit an invoice to City pursuant to Section 6.c.

8. DEFAULT OF VENDOR/FORCE MAJEURE

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

b. If the City Manager or designee determines VENDOR is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon VENDOR a written notice of the default. The VENDOR shall have ten (10) days after

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

9. OWNERSHIP OF DOCUMENTS

a. VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. VENDOR shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at VENDOR's office; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained at City Hall for a minimum period of five (5) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of VENDOR. With respect to computer files, VENDOR shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

Confidentiality and Warranty; Records.

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

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

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

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

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

10. RECORD AUDIT

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

11. INDEMNIFICATION

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

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

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

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

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

12. INSURANCE

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

13. INDEPENDENT CONTRACTOR

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

b. No employee benefits shall be available to VENDOR in connection with the performance of this Agreement. Except for the fees paid to VENDOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to VENDOR for performing services hereunder for City. City shall not be liable for compensation or indemnification to VENDOR for injury or sickness arising out of performing services hereunder.

c. Any and all employees or sub-contractors of VENDOR under this Agreement, while engaged in the performance of any work or services required by VENDOR under this Agreement, shall be considered employees or sub-contractors of VENDOR only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the VENDOR's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

14. SUBCONTRACTORS

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

a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to City.

b. Present to the City the form of subcontract that will be used with the subcontractor for City's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Section 11 of this Agreement and must specifically name the City as an indemnified party; and

c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the City as an additional insured as required by this Agreement, unless such requirement is waived in writing by the City.

15. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

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

16. CONFLICT OF INTEREST

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

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

17. NO WAIVER OF BREACH/TIME

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

18. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

a. All information gained by VENDOR in performance of this Agreement shall be considered confidential and shall not be released by VENDOR without City's prior written authorization. VENDOR, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided VENDOR gives City notice of such court order or subpoena.

b. VENDOR shall promptly notify City should VENDOR, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the Services performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent VENDOR and/or be present at any deposition, hearing, or similar proceeding. VENDOR agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by VENDOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

19. NOTICES

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

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

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

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

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

20. THIRD PARTY BENEFICIARIES

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

21. ASSIGNMENT

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

22. GOVERNING LAW

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

23. DISPUTE RESOLUTION; ATTORNEY'S FEES

VENDOR shall continue to perform under this Agreement during any dispute. VENDOR and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or

arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

25. ENTIRE AGREEMENT

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

26. AMENDMENT

a. Any modification or amendment to this Agreement must be in writing.

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

27. INTERPRETATION OF CONFLICTING PROVISIONS

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

28. SEVERABILITY

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

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

CITY OF PACIFIC GROVE VENDOR

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

Date: 9/6/2022

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

Date: 9/6/2022

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

Date: 9/6/2022

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

Date: 9/6/2022

Approved As To Form: DocuSigned by: Brian Pierik 01871FB17BD8435...
City Attorney

9/6/2022
Date

Attachments:

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

DocuSign Envelope ID: 68E23627-421E-4257-B11B-2615ED0CC280

Exhibit A

Scope of Work/Services

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

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1991-1992 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

2. CONTRACTOR shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONTRACTOR shall meet quarterly with CITY.

3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.

4. CONTRACTOR shall make available to CITY staff CONTRACTOR's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

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

2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

3. CONTRACTOR shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the CITY of back or prospective quarterly payments that may be owing.

4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

C. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:

   (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measures "U" and "A" CITY boundaries, and therefore subject to transactions tax.

   (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.

   (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.

   (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measures "U" and "A" Transactions Tax District.

2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California

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

D. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measures "U" and "A" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.

2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.

3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.

4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measures "U" and "A" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

E. BUSINESS LICENSE TAX OPERATIONS AND COMPLIANCE SERVICES

1. Business License Tax Operations Management

1.1. Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to business license into HdL's internal administration tools. HdL will maintain the data and provide copies of data or reports at the City's request. City will not be required to use or maintain any software in house for managing the business license registry.

1.2. Renewal Processing – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.

1.3. New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion.

1.4. Payment Posting/Processing – HdL will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.

1.5. Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to our license specialists Monday through Friday,

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

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

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

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

2.1.1. Lead Identification - Develop a list of entities subject to licensure/taxation within the City.

2.1.2. Exception Resolution - Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.

2.1.3. Compliance Communication Process - Initiate contact with confirmed entities through a series of City approved communication methods. HdL will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. HdL offers extended office hours for support via our Business Support Center available to taxpayers 8:00am - 5:00pm Monday - Friday.

2.1.4. Document Submission / Processing - Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.

2.1.5. Invoicing - Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. HdL will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.

2.1.6. Remittance - Upon collection of all requirements including payment, application and other prerequisites, HdL will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the HdL electronic remittance process will include Applications and

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

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

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

2.3. **City's responsibilities**

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

F. TRANSIENT OCCUPANCY TAX OPERATIONS MANAGEMENT

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

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

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

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Exhibit B

Payment Schedule

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

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

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

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

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

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

B. Business License Tax Operations Management Services

1. **Compensation** - HdL's compensation for performing Business License Tax Operations Management Services related to business license is a fee of **$14.99** per processed account, per year. City will be invoiced monthly or quarterly for activity during the prior period. For the purpose of compensation calculation, processed account means any account for which renewals/returns are processed or which were sent a renewal notice.

2. **CPI Adjustment** – Fees for Business License Tax Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

3. **Travel Expenses** – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

C. LOCAL TAX COMPLIANCE SERVICES

1. Discovery – HdL's fee for performing Local Tax Discovery services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

   1.1 City Discovery Discount – HdL's fee for following up on accounts that are identified and confirmed as non-compliant by the City shall be a contingency fee of **25%** of the revenues received as a result of the service. This fee also applies to delinquent business license tax accounts referred by the City as failing to make payment or properly renew an existing license.

2. Audit – HdL's fee for performing Local Tax Audit services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

3. Collection – HdL's fee for performing collections services shall be a contingency fee of **25%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

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

D. Transient Occupancy Tax Operations Management Service

1. Compensation - HdL's compensation for performing Transient Occupancy Tax Operations Management Services related to transient occupancy tax is $100.00 per lodging property, per year.

2. CPI Adjustment – Fees for Transient Occupancy Tax Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index –West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

3. Travel Expenses – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds and ensures any travel costs are indeed required and reasonable.

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

E. Payments

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

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Exhibit C

Insurance Specifications

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

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

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

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

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

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

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Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENDMENT #3

VENDOR SERVICES AGREEMENT WITH HDL COMPANIES

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

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

WHEREAS, the City and Contractor entered into Amendment #2 signed by the City on July 26, 2023 to continue the Agreement in full force and effect through June 30, 2024 and provided that upon mutual written agreement, the terms of the Agreement can be extended annually for an additional one (1) year period, or longer as the parties agree; and

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

NOW, THEREFOR, the parties agree as follows:

A. The Agreement is amended as follows:

1. Term. Unless terminated in accordance with Section 8 with the Agreement, the Agreement will continue in full force and effect through June 30, 2025. Upon mutual written agreement, the term of this Agreement can be extended annually for additional one (1) year period, or longer as the parties agree.

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

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

CITY OF PACIFIC GROVE

By: _____
City Mayor
Date: _____

By: _____
Department Head
Date: _____

By: _____
Finance/Risk Management

Approved As To Form: _____
City Attorney

Date : _____

CONSULTANT

By:_____
Consultant
Date: _____

AMENDMENT #2

VENDOR SERVICES AGREEMENT WITH HDL COMPANIES

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

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

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

NOW, THEREFOR, the parties agree as follows:

C. The Agreement is amended as follows:

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

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

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

CITY OF PACIFIC GROVE

Bill Peake
Bill Peake (Aug 1, 2023 14:44 PDT)
By: _____
City Mayor
Date: Aug 1, 2023

By: _____
Department Head
Date: Jul 26, 2023

By: _____
Finance/Risk Management

Approved As To Form:

Brian Pierik
Brian Pierik (Aug 1, 2023 15:00 PDT)
_____
City Attorney
Date: Aug 1, 2023

CONSULTANT

Andrew Nickerson (Jul 26, 2023 08:35 PDT)
By: _____
Consultant
Date: Jul 26, 2023

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AMENDMENT # 1
VENDOR SERVICES AGREEMENT WITH HDL COMPANIES

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

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

A. The Agreement is amended as follows:

   a. **Term.** Unless terminated in accordance with Section 8 within the AGREEMENT, the AGREEMENT will continue in full force and effect from the Effective Date through **June 30, 2023**. Upon mutual written AGREEMENT, the term of this AGREEMENT can be extended annually for an additional one (1) year period, or longer as the parties agree.

   b. **Payment.** The total amount of money paid to the VENDOR, for the Services initially contemplated by this AGREEMENT, shall not exceed the sum of **$60,000** annually unless otherwise first approved in writing by the City.

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

CITY OF PACIFIC GROVE

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

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

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

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

HDL COMPANIES

By: DocuSigned by: Andrew Nickerson 10/24/2022 2A8393594812482...
Andrew Nickerson, President

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CITY OF PACIFIC GROVE
VENDOR SERVICES AGREEMENT

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

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

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

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

1. TERM

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

2. SCOPE OF SERVICES

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

3. PERFORMANCE

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

   b. VENDOR shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

   c. VENDOR shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by VENDOR or in any way affect the performance of its Services pursuant to this Agreement. VENDOR shall at all times observe and comply with all such laws and regulations. City, and its officers,

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

d. VENDOR agrees that in the performance of this Agreement or any sub-agreement hereunder, neither VENDOR nor any person acting on VENDOR's behalf shall refuse to employ or refuse to continue in any employment any person or discriminate on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual preference, sex, gender identity, gender expression, military or veteran status or age. Harassment in the workplace is not permitted in any form. VENDOR further agrees to comply with all laws with respect to employment when performing this Agreement.

e. VENDOR shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

f. VENDOR declares and warrants that no undue influence or pressure is used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer, employee, or agent of City will receive compensation, directly or indirectly, from VENDOR, or from any officer, employee or agent of VENDOR, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CITY MANAGEMENT

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

5. PAYMENT

a. For Services rendered pursuant to this AGREEMENT, VENDOR shall be paid in accordance with the Payment Schedule attached hereto as Exhibit B, provided, however, that in no event will the total amount of money paid the VENDOR, for the Services initially contemplated by this AGREEMENT, exceed the sum of **$39,000** unless otherwise first approved in writing by the City.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold,

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

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

6. INSPECTION

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

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon VENDOR at least thirty (30) days prior written notice. Upon receipt of said notice, VENDOR shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, City shall pay to VENDOR the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, VENDOR shall submit an invoice to City pursuant to Section 6.c.

8. DEFAULT OF VENDOR/FORCE MAJEURE

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

b. If the City Manager or designee determines VENDOR is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon VENDOR a written notice of the default. The VENDOR shall have ten (10) days after

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

9. OWNERSHIP OF DOCUMENTS

a. VENDOR shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. VENDOR shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. VENDOR shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at VENDOR's office; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained at City Hall for a minimum period of five (5) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of VENDOR. With respect to computer files, VENDOR shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

Confidentiality and Warranty; Records.

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

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

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

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

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

10. RECORD AUDIT

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

11. INDEMNIFICATION

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

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

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

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

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

12. INSURANCE

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

13. INDEPENDENT CONTRACTOR

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

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b. No employee benefits shall be available to VENDOR in connection with the performance of this Agreement. Except for the fees paid to VENDOR as provided in the Agreement, City shall not pay salaries, wages, or other compensation to VENDOR for performing services hereunder for City. City shall not be liable for compensation or indemnification to VENDOR for injury or sickness arising out of performing services hereunder.

c. Any and all employees or sub-contractors of VENDOR under this Agreement, while engaged in the performance of any work or services required by VENDOR under this Agreement, shall be considered employees or sub-contractors of VENDOR only and not of City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the VENDOR's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

14. SUBCONTRACTORS

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

a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to City.

b. Present to the City the form of subcontract that will be used with the subcontractor for City's approval, which approval will not be unreasonably withheld. Such subcontract AGREEMENT must include an indemnity agreement that is generally in accord with the indemnity obligations contained in Section 11 of this Agreement and must specifically name the City as an indemnified party; and

c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming the City as an additional insured as required by this Agreement, unless such requirement is waived in writing by the City.

15. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

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

16. CONFLICT OF INTEREST

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

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

17. NO WAIVER OF BREACH/TIME

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

18. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

a. All information gained by VENDOR in performance of this Agreement shall be considered confidential and shall not be released by VENDOR without City's prior written authorization. VENDOR, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided VENDOR gives City notice of such court order or subpoena.

b. VENDOR shall promptly notify City should VENDOR, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the Services performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent VENDOR and/or be present at any deposition, hearing, or similar proceeding. VENDOR agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by VENDOR. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

19. NOTICES

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

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

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

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

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

20. THIRD PARTY BENEFICIARIES

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

21. ASSIGNMENT

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

22. GOVERNING LAW

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

23. DISPUTE RESOLUTION; ATTORNEY'S FEES

VENDOR shall continue to perform under this Agreement during any dispute. VENDOR and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or

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arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

25. ENTIRE AGREEMENT

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

26. AMENDMENT

a. Any modification or amendment to this Agreement must be in writing.

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

27. INTERPRETATION OF CONFLICTING PROVISIONS

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

28. SEVERABILITY

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

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

CITY OF PACIFIC GROVE VENDOR

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

Date: 9/6/2022

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

Date: 9/6/2022

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

Date: 9/6/2022

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

Date: 9/6/2022

Approved As To Form: DocuSigned by: Brian Pierik 01871FB17BD8435...
City Attorney

9/6/2022
Date

Attachments:

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

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Exhibit A

Scope of Work/Services

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

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONTRACTOR shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1991-1992 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

2. CONTRACTOR shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONTRACTOR shall meet quarterly with CITY.

3. CONTRACTOR shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.

4. CONTRACTOR shall make available to CITY staff CONTRACTOR's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

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

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2. CONTRACTOR shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

3. CONTRACTOR shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the CITY of back or prospective quarterly payments that may be owing.

4. If during the course of its audit, CONTRACTOR finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONTRACTOR may so advise CITY and work with those businesses and the CITY to encourage such changes.

E. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:

   (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measures "U" and "A" CITY boundaries, and therefore subject to transactions tax.

   (ii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.

   (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.

   (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measures "U" and "A" Transactions Tax District.

2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

3. CONTRACTOR shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California

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

F. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONTRACTOR shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measures "U" and "A" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.

2. CONTRACTOR shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.

3. CONTRACTOR shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.

4. CONTRACTOR shall make available to CITY the HdL proprietary software program and Measures "U" and "A" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

G. BUSINESS LICENSE TAX OPERATIONS AND COMPLIANCE SERVICES

1. Business License Tax Operations Management

1.1. Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to business license into HdL's internal administration tools. HdL will maintain the data and provide copies of data or reports at the City's request. City will not be required to use or maintain any software in house for managing the business license registry.

1.2. Renewal Processing – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.

1.3. New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion.

1.4. Payment Posting/Processing – HdL will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.

1.5. Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to our license specialists Monday through Friday,

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

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

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

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

2.1.1. Lead Identification – Develop a list of entities subject to licensure/taxation within the City.

2.1.2. Exception Resolution – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.

2.1.3. Compliance Communication Process – Initiate contact with confirmed entities through a series of City approved communication methods. HdL will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. HdL offers extended office hours for support via our Business Support Center available to taxpayers 8:00am – 5:00pm Monday - Friday.

2.1.4. Document Submission / Processing – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.

2.1.5. Invoicing – Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. HdL will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.

2.1.6. Remittance – Upon collection of all requirements including payment, application and other prerequisites, HdL will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the HdL electronic remittance process will include Applications and

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

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

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

2.3. **City's responsibilities**

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

H. TRANSIENT OCCUPANCY TAX OPERATIONS MANAGEMENT

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

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

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

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Exhibit B

Payment Schedule

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

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

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

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

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

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

B. Business License Tax Operations Management Services

1. **Compensation** - HdL's compensation for performing Business License Tax Operations Management Services related to business license is a fee of **$14.99** per processed account, per year. City will be invoiced monthly or quarterly for activity during the prior period. For the purpose of compensation calculation, processed account means any account for which renewals/returns are processed or which were sent a renewal notice.

2. **CPI Adjustment** – Fees for Business License Tax Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

3. **Travel Expenses** – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

C. LOCAL TAX COMPLIANCE SERVICES

1. Discovery – HdL's fee for performing Local Tax Discovery services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

   1.1 City Discovery Discount – HdL's fee for following up on accounts that are identified and confirmed as non-compliant by the City shall be a contingency fee of **25%** of the revenues received as a result of the service. This fee also applies to delinquent business license tax accounts referred by the City as failing to make payment or properly renew an existing license.

2. Audit – HdL's fee for performing Local Tax Audit services shall be a contingency fee of **35%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

3. Collection – HdL's fee for performing collections services shall be a contingency fee of **25%** of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.

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

D. Transient Occupancy Tax Operations Management Service

1. Compensation - HdL's compensation for performing Transient Occupancy Tax Operations Management Services related to transient occupancy tax is $100.00 per lodging property, per year.

2. CPI Adjustment – Fees for Transient Occupancy Tax Operations Management Services are adjusted at the beginning of each calendar year by the change in the Consumer Price Index –West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

3. Travel Expenses – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds and ensures any travel costs are indeed required and reasonable.

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

E. Payments

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

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Exhibit C

Insurance Specifications

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

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

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

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

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

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

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Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 19, 2024

SUBJECT: Agreement with Johnson Electronics for Door Access Control Implementation at City Hall.

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

RECOMMENDATION

Authorize the Mayor/City Manager to execute an agreement with Johnson Electronics for implementation of Door Access Controls at City Hall in the amount not to exceed $87,000.

DISCUSSION

Recently, a Site Security Assessment was completed by a consultant through the City's Risk Management Authority, California Joint Powers Insurance Authority (CJPIA). As part of that assessment, the consultant recommended door access controls. Funds to support this project were included in the Fiscal Year 23/24 Adopted Budget.

Security is a paramount concern for the city, especially when it comes to safeguarding assets, confidential information, and employees. Access control systems play a crucial role in providing a reliable and efficient security solution by regulating access to specific areas within a building or premises. These systems offer several benefits that make them indispensable:

1. Enhanced Security: Traditional keys can be easily compromised, lost, or copied. In contrast, modern access control systems utilize advanced technologies such as Bluetooth and RFID data transmission. These technologies provide greater security and oversight at sensitive entry points.

2. Controlled Access: Implementing an access control system gives you complete control over who can access specific areas within your organization. You can assign credentials based on an individual's role and other conditions, such as the time of day. Different access control policies (such as attribute-based, role-based, mandatory, and discretionary) ensure that each person can only access relevant areas.

3. Evidence Collection and Accountability: Access control logs provide valuable evidence in case of security incidents or data breaches. They help identify responsible parties and facilitate appropriate actions. Additionally, these systems increase accountability by logging every access attempt and associated credentials.

Johnson Electronics, a local integrator and authorized reseller of the Genetec system, has been serving the city for many years.

City staff solicited proposals from four separate vendors to implement a door access control system at the City Hall location. However, Johnson Electronics is the sole vendor that has submitted a proposal.

Their attached proposal outlines the implementation of door access control for 13 specific doors at the City Hall, as highlighted in the included floor plans. The consultant is not requesting any changes to the City's attached standard agreement.

OPTIONS

1. Authorize the Mayor/City Manager to execute an agreement with Johnson Electronics for implementation of Door Access Controls at City Hall in the amount not to exceed $87,000.
2. Alternatively, discuss and take other action related to this item.

FINANCIAL IMPACT:

There is no additional financial impact. The budget for this item already includes $80,000 for the current year. The excess of $7,000 will be covered from the IT budget savings.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Draft Agreement

Johnson Electronics Proposal

CITY OF PACIFIC GROVE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICE AGREEMENT ("PSA") FOR NON-CONSTRUCTION PROJECTS ("Agreement"), is made and effective as of **June 20, 2024**, between the City of Pacific Grove ("City"), a municipal corporation and **Johnson Electronics** ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   This Agreement shall commence on **June 20, 2024** and shall remain and continue in effect until the tasks described herein are completed, but in no event later than **June 20, 2025**, 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 B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above

tasks. This amount shall not exceed **eighty-seven thousand dollars ($87,000)**, which includes a 5% contingency, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

c. CONSULTANT shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or the City Council. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time City's written authorization is given to CONSULTANT for the performance of said services.

d. CONSULTANT shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

6. INSPECTION

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

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to CONSULTANT the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the City pursuant to Section 6.

8. DEFAULT OF CONSULTANT

a. CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONSULTANT for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of Services hereunder arises out of causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

b. If the City Manager or designee determines CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONSULTANT fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. CONSULTANT shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to City, at CONSULTANT's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes,

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

10. RECORD AUDIT

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

11. INDEMNIFICATION AND DEFENSE

Indemnity

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

Duty to defend

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

12. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

13. INDEPENDENT CONSULTANT

a. CONSULTANT is and shall at all times remain as to City a wholly independent consultant and/or independent contractor. The personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under

CONSULTANT's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONSULTANT for performing Services hereunder for City. City shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing Services hereunder.

14. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

15. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer, employee or agent of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer, employee or agent of City has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any Services to be performed as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

a. All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without City's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless

requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives City notice of such court order or subpoena.

b. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing City of such Discovery. City retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with City and to provide the opportunity to review any 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:	Mohammed Khasimi, Chief Information Officer City of Pacific Grove 300 Forest Avenue Pacific Grove, CA 93950
To CONSULTANT:	Dick Johnson Johnson Electronics 78 Malarin St, Salinas, CA 93901

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.

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:_____	By:_____
Department Director	Consultant
Date: _____	Date: _____
By: _____	By: _____
City Manager or Mayor	City Administrative Services Department
Date: _____	Date: _____

Approved As To Form: _____
City Attorney

_____
Date

Attachments:	Exhibit A	Scope of Services / Consultant's Proposal
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Included in the attached Consultant's proposal.

EXHIBIT B

PAYMENT SCHEDULE

The consultant shall submit monthly invoices to the City for services rendered on a time and materials basis.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

- 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.

COMMERCIAL SOUND EQUIPMENT
SCHOOL SYSTEMS
PUBLIC BUILDINGS
INTER-OFFICE COMMUNICATIONS
PUBLIC ADRESS SYSTEMS
HOSPITAL SYSTEMS

Johnson Electronics
SALES & SERVICE SINCE 1941

DATA NETWORK CABLING
TELEPHONE SYSTEMS
FIBER OPTICS
CLOSED CIRCUIT TELEVISION
FIRE ALARM SYSTEMS
BACKGROUND MUSIC SYSTEMS
CA LIC. #850025

78 Malarin Street ♦ P.O. Box 2415 ♦ Salinas, California 93902
Salinas (831) 424-6459 ♦ Monterey (831) 646-1312 ♦ King City (831) 385-1516 ♦ Aptos (831) 688-2544 ♦ Fax (831) 424-3691

DIR Registration #1000000049 **SBE Certification #41076**

PROJECT BID QUOTATION

Issued: May 28, 2024

PROJECT: City of Pacific Grove-City Hall

Card Access System

Provide and install Genetec Security Center Access Control System including Remote Security Desk, Active Directory, Advanced Reporting, System Partitioning and more. The installation of card readers to (13) door locations were identified during the site visit on the 1st and 2nd floors of City Hall. Included in the installation is:

- Mercury Door Controller
- Mercury CloudLink
- Card Reader – Standard and Mullion Type
- Door Contact
- Request to Exit Device
- Electrified Hardware (specific to each door) Surface Strike, Recessed Strike, Maglock Holder, Electrified Crash bar
- Power Supply
- Genetec Security Center v5.12 (updated on existing directory server)
- Failover/Redundant Server with Genetec Security Center
- Network Switches (Aruba 2930M JL322A) match existing
- Patch Cords
- Cat6 Cabling/ Access Control Wiring
- Jacks/ Junction Boxes
- Surface Raceway (as needed)
- Key Fobs
- Programming/ Training
- One Year Warranty on installation and materials

Items EXCLUDED:

- Replacement of ceiling tiles
- Bond/Permit
- Replacement of Doors

The above scope of work completed with sales tax for the sum of **$79,429.00**

Floor Plan Attached with door locations in City Hall labeled as Number 1-13 for reference.

All doors to receive the following:

- Door Contact
- Request To Exit Device
- Controller mounted in 6X6X6 Can above ceiling in close proximity.
- Card Reader
- Door(s) 1, 9, 11 to receive Maglock Holder with release button
- Door(s) 2,3,4 and 6 to receive electrified crash bar kit with power supply
- Door(s) 7,8,10,12 and 13 to receive flush mount door strike
- Door 5 to receive surface mount door strike

Option 1: Bluetooth Readers

Provide and install Bluetooth readers at each door location (15 total) in lieu of standard proxy reader on access control system

Bluetooth Card Readers increase……..**$3,280.00**
Card Access System…….**$79,429.00**

Total……..$82,709.00

Option 2: Cat6 Cabling- Future Cameras

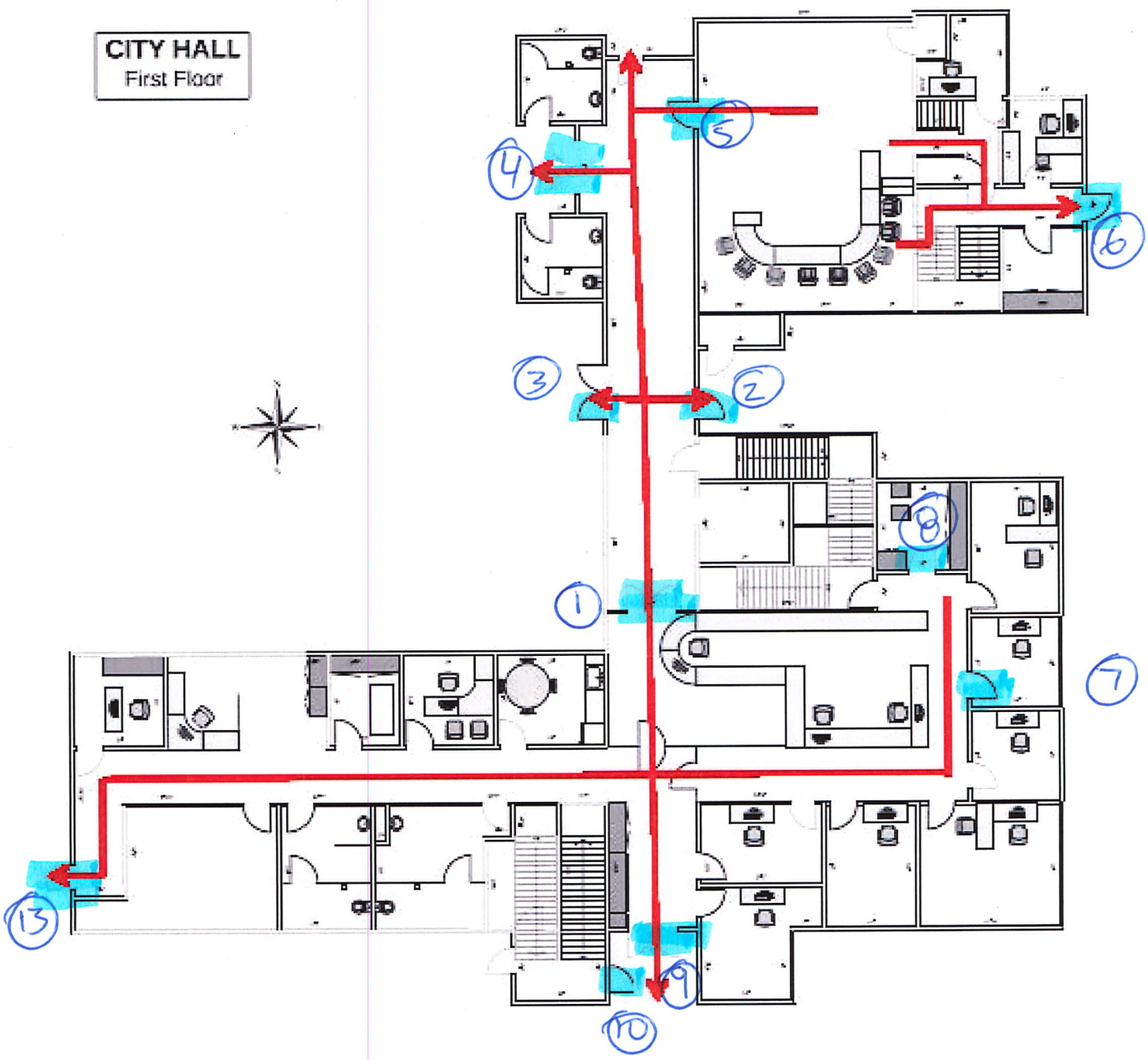
Provide and install Cat6 cabling at approximately 15 locations (near active doors) terminated above ceiling with service loop and terminated on patch panel for future use. Included is labeling and testing of cables upon completion.

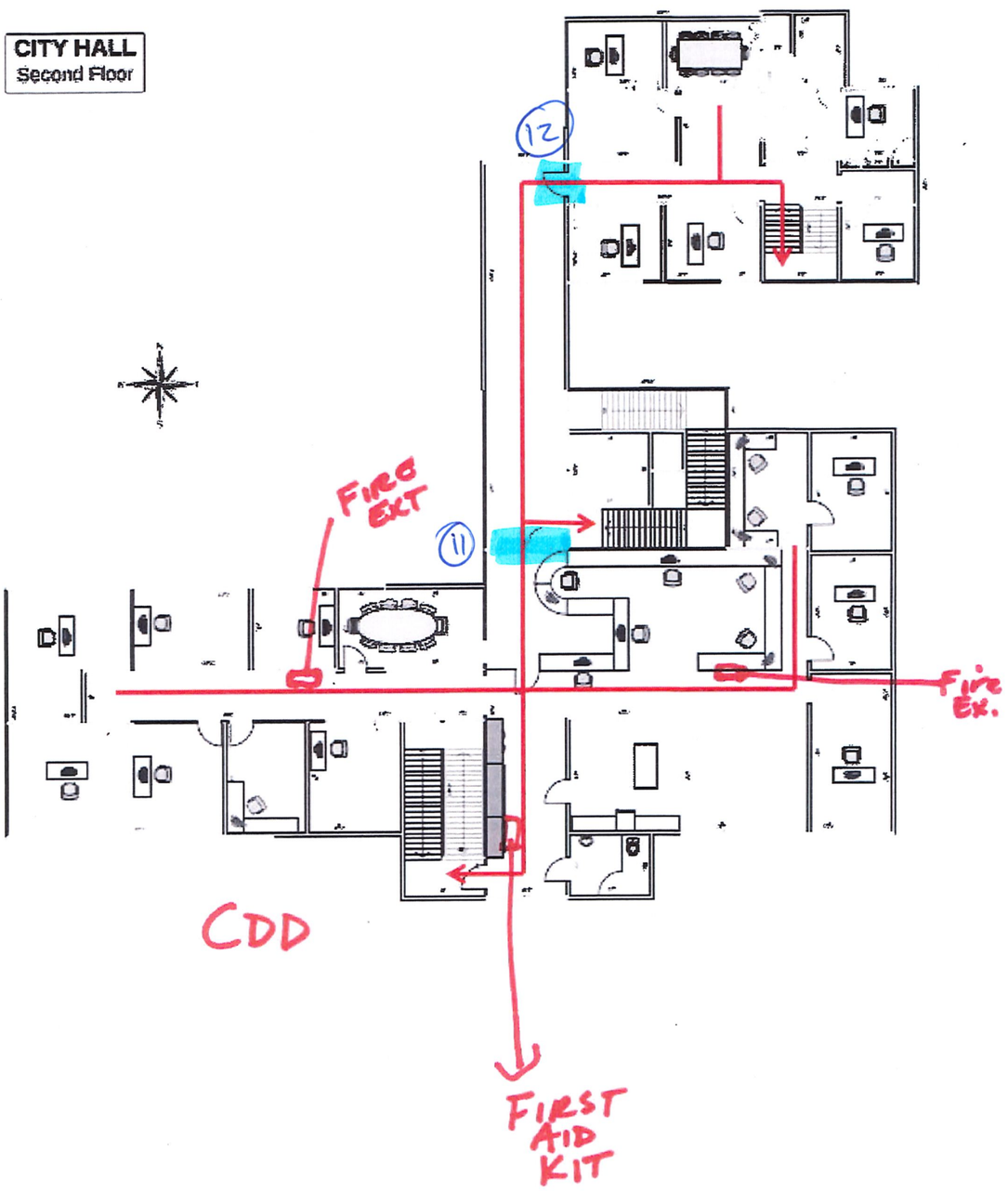
The above option completed with sales tax for the sum of **$1,676.00**

Submitted by,

Bryan Johnson

-This proposal is based upon current material pricing. We reserve the right to adjust the proposed amount at the award of contract due to unforeseen circumstances in the valuations of said materials.
-We reserve the right to correct this quote for errors and omissions.
-This quote covers direct costs only, and we reserve the right to claim for impact and consequential expenses.
-This price is good for acceptance within 30 days from the date of receipt.
-We will supply and install all materials, labor, and equipment as per your instructions.


CITY HALL
First Floor
1
2
3
4
5
6
7
8
9
10
13


CITY HALL
Second Floor
12
FIRE EXT
11
Fire Ex.
CDD
FIRST AID KIT

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 19, 2024

SUBJECT: Beautification and Natural Resources Commission Minutes: March 19, 2024 and April 16, 2024

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

RECOMMENDATION

Receive the minutes.

Attachments

March and April 2024 DRAFT BNRC Minutes

MEETING MINUTES

CITY OF PACIFIC GROVE
BEAUTIFICATION AND NATURAL RESOURCES COMMISSION
REGULAR MEETING AGENDA
Tuesday, 19 March 2024, 4:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

DRAFT

1. CALL TO ORDER
   Chair Walkingstick called the meeting to order at 4:00 p.m. Roll call was taken: Commissioners Myers, Wooten, Gorman, Brisson, Dunn and Lee present.

2. APPROVAL OF AGENDA
   Action: MSP 7-0 to approve agenda.

3. COMMISSION AND STAFF ANNOUNCEMENTS (City-Related Items Only)
   Comm. Brisson expressed thanks for the 'no drone' and 'quiet' signs on behalf of the seals at Hopkins. Environmental Program Mgr. George Fuerst said permanent signs are in the works. Thanks also to PGPD for their help with drone enforcement at Hopkins.
   Comm. Lee announced a Fix-a-Leak workshop on 3.20.

   EPM Fuerst said PG will celebrate Arbor Day on Saturday, 6 April, from 10AM-noon at GW Park @ Short and Bentley Sts. Volunteers will plant ~ 50 trees.
   Amy Colony added that 6 April, from 9-noon, there will be a special cleanup at Perkins Park. The Spring monthly trash pickups will be on 13 April, 11 May and 8 June, from 10AM-noon.

4. COUNCIL LIAISON ANNOUNCEMENTS —Councilmember Coletti checked in with news that the revised version of the BCC Handbook had been emailed to commissioners.

5. GENERAL PUBLIC COMMENT— Carmelita García suggested the city add a new 'bubble' to its homepage entitled 'Wildlife.' She also expressed concerns about fencing in the community. She announced that there is now an agreement with a trapping service to removed deceased deer from private property at no cost to the city. Lisa Ciani called in to applaud this news as did Inge Lorentzen-Daumer.

6. APPROVAL OF THE MINUTES
   Action: MSP 7-0 to approve the minutes of the January 2024 meeting, with date change noted, and the minutes of the February meeting.

7. REGULAR AGENDA

A. City, Council and BNRC Goal Alignment
Goals Work Plan 2023/24
Robert Perrault, interim city manager, presented this periodic review of progress in 1) recreation, 2) infrastructure, 3) environmental stewardship, and 4) affordable housing. Overall, he said the city is making good progress. Fee structures are still a work in progress.
Other notes include:
1) Streets policy will take a long time.
2) The Climate Action Plan may get to BNRC in the fall. Further discussion on Title 12 document is on BNRC's April agenda. The city is close to staffing all four budgeted CSOs.
3) New community development director doing a 'great job' despite challenges of complying with state mandate. Plan still about a year out.
Additional item: the city is looking into hiring a FT forester.

Public comment received from: Inge Lorentzen-Daumer and Lisa Ciani,

B. BNRC Duties and Responsibilities, Procedures and Protocols
In a comprehensive presentation, Chair Walkingstick shared her observations and hopes for BNRC. She spoke of 'freedom through structure.' Comm. Brisson suggested the creation of a BNRC mission statement. Comm. Gorman expressed her thanks to both Chair Walkingstick and Mr. Perrault for their presentations. Comm. Lee voiced her thought that collaboration, especially around construction and protecting trees, was important to create. Comm. Brisson suggested listing future agenda items in advance.

In public comment, Lisa Ciani wondered about the lack of BNRC involvement in the Great Tidepool Trail repairs.

C. Seasonal Calendar—Comm. Lee proposed a subcommittee of Comms. Brisson and Dunn to take on the creation and design of this new item.
MSP 7-0.
Five community members—L. Ciani, I. Lorentzen-Daumer, C. García, S. Moore, and K. Akeman all voiced approval of this and offered input.

DRAFT

8. NEXT MEETING – 16 April 2024 at 4 p.m.

9. ADJOURNMENT
Commissioners adjourned the meeting at 5:50 p.m.
MSP 7-0.

Respectfully Submitted,
Marty Dunn,
Secretary

MEETING MINUTES
CITY OF PACIFIC GROVE
BEAUTIFICATION AND NATURAL RESOURCES COMMISSION
REGULAR MEETING AGENDA
Tuesday, April 18, 2023, 4:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

DRAFT

1. CALL TO ORDER:
Chair Walkingstick called the meeting to order at 4:00 p.m.
Roll call: Present; Commissioners Brisson, Gorman, Myers, Wooten and Vice Chair Lee.
Absent; Secretary Dunn

2. APPROVAL OF AGENDA
Moved and Seconded and Approved.

3. COMMISSION AND STAFF and SUBCOMMITTEE ANNOUNCEMENTS (City-related items only)
Wooten: Calscape.org plant section website update. Advanced search tool.
Brisson: GWP successful Arbor Day event. 50 Trees planted.
Staff Liaison: George Fuerst;
1. GWP Arbor Day; Great success. 50+ trees planted, 40+ people attended, youth involvement, overall great vibe.
2. Seal Signs; Temporary A-framed "Quiet Seals" signage installed @ 5th St. rookery. Lattice fencing installed.
3. Important Links; Wildlife included on both Resident and Leisure tabs on City of PG website.

4. COUNCIL LIAISON ANNOUNCEMENTS
Council Member Coletti; New City Manager intention to approve employment agreement between the City and Mattew Morgenson. To be presented before City Council at next meeting.

5. GENERAL PUBLIC COMMENT
Paul Walkingstick: Arbor Day success.
Sally Moore: Thank you for the Falcon/ Seagull abatement. HR arborist job description should be available but is not. Youth Center: Happy to see grasses cut. Monterey Pine tree removal in Dec. 2022 and May 2023. No trees have been replaced.
675 Pine landscaping project and tree replacement. No indication on permit although agreement was made to replace trees.
Mary Dayton: Harbor seal signage. BLOY noise disturbance from power washing. Neighborhood outreach during harbor seal pupping season.
Carmelita Garcia: Deer Awareness. 4 births, 6 deaths. Active fawn season. Be respectful of deer during sensitive season. Further information can be found at the PG Farmers Market on Mondays.

6. APPROVAL OF THE MINUTES
Moved, Seconded and approved.

7. REGULAR AGENDA

7A. Title 12- Trees and the Urban Forest Proposed Amended Revisions. Presentation by Joyce Halabi, Deputy Public Works Director. Second review of revisions to come before the BNRC. First review of revisions was on January 30th, 2023 BNRC special meeting. Suggestions from the public and BNRC were taken into consideration and the following were implemented: 1. Maintaining appeals process through the BNRC and subsequently upward to City Council. 2. Retain the term "arborist" and remove "Public Works Director or Designee." 3. Addition of language relating to the importance of urban canopy coverage in the Findings Section. Additionally, ISA current standards, Critical Root Zone vs. Tree Protection Zone, redundancies in the code, general reorganization, replanting requirements, compliance, enforcement, Fee schedules to be done through Matrix Consulting Group. Seeking BNRC feedback to implement and include in final packet to be submitted to City Council.

Public Comment:
Sally Moore: 2:1 replant. Give residents the choice. Deposits & refunds ok if checked on every few weeks until 6 months then annually up to 5 years. Accountability and follow up.
Paul Walkingstick: Recognized cooperation between BNRC and city staff on Title 12 progress.
Lisa Ciani: Upgrade of PW outreach. Agreement with BNRC tree subcommittee revisions. Removal of 79 trees at ATC site appalling. Native character defining trees should be reflective within Title 12. BNRC should be consulted during construction involving trees. Critical root zone (CRZ) vs. tree protection zone TPZ). Bird nesting season surveyed by qualified biologist to accurately define season.
Carmelita Garcia: Permits should be required for all tree trimming. Public education opportunity for pruning. Appropriate tree replacement list. Inclusion of wildlife protections. Eliminate emergency action section.
Inga Laurentzen Daumer: Disagreement with removal of 79 trees, 52 protected for ATC project.
Amanda Preece: Agreement with replant compliance, arborist reinstatement, wildlife section "North American bird species" not just raptor or migratory bird. Also in agreement with surveys conducted 10 days prior to tree removal.

Tree subcommittee interactive slide show presentation and round table discussion between Joyce Halabi and BNRC commissioners. Positive changes acknowledged: 1. Qualified professional arborist reinstatement. 2. Appeals remaining with BNRC. 3. Streamlining and reducing redundancies, 4. Canopy coverage elaboration. Additional recommendations: 1. Continue to move forward toward City Council goal of environmental stewardship and 33% canopy coverage goals. 2. Protected trees; Gowen cypress reinstatement; restore 6" vs. 12" trunk diameter pertaining to removal; GWP protected as rehabilitation overwintering Monarch site; protection of trees that provide a windbreak, wildlife habitat,etc.; discussion on hardscapes (exploration of permeable surfaces and alternatives to concrete) and protected tree removal; Right Tree, Right Place. 3. replanting Requirements: Goal to plant as many trees as possible but considerations for lot sizes and space allowed. 4. Wildlife considerations. Discussion on removal of tree unless it's providing habitat, food, significant windbreak and/or erosion control. Qualified biologist to survey for nests prior to trims or removal. 10 day vs. 30 day bird nest survey for trimming/ removal permit. Confirm with Amanda Preece/ Audubon Society for nesting season dates. Additionally: 20 days from posting for tree removal for appeals, with posting at or about 200 ft

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distance. Calfire fuel management zone needs clarification. Consideration that development tree removal (of 10+ feet) be seen before BNRC to be reviewed by city attorney for feasibility. Urban Forestry Standards holds definitions and should be used linked with Title 12. Discussion on sustainable tree maintenance. Fee schedule, in lieu of fees and permits was discussed, awaiting city fee restructuring though Matrix Consulting Group.

Motion made to recommend to City Council continue development on Title 12, to include BNRC edits, comments and thematic matters, and to seek further input from qualified forest management professionals. Vice Chair Lee amended motion to add "After one more revision." Initial motion failed. Amended motion questioned as redundant and failed. Joyce Halabi suggestion to bring back Title 12 revisions at a future date for a third review before going to City Council was respectfully accepted by City Staff and BNRC with no further motions.

7B. George Washington Park, Monarch Sanctuary maintenance update presented by George Fuerst.

Monarch Sanctuary: Revisit of August/September 2023 Monarch Sanctuary biologist report, public outreach, and BNRC/ City Council extended review and decision to postpone major maintenance until overwintering season ended based on the early arrival of Monarchs. New seasonal issues include: Removal of dying pine hanging over trail with immediate replanting of a Monterey Pine, bucking up and clearing the downed pine from last winter near hotel property line, removal of boxed eucalyptus's on SE fence line, manage excessive debris accumulation to minimize fire hazard, remove leaning fence on SE corner. Also noted were Sanctuary fire, many dead Monarchs at a nearby overwintering location due to possible pesticide exposure, outreach and education efforts between PG Natural History Museum, City staff and BNRC Monarch Sanctuary subcommittee and Monarch overwintering comparison between this year and last.

GWP: Maintenance includes: Trail work; managing fallen trees and/or trees presenting immediate danger of falling over the trail; chainsaws will be used in the park but no chippers will be used; downed trees will be used for enhancement to line the main trail to guide visitors safely through the park and keep new trails from emerging.

Public Comment:
Paul Walkingstick: GWP trail maintenance to include any wood chips from downed trees to line bed of trail for root protection and better designate main trail.
Lisa Ciani: No wood chipping. Chainsaws acceptable. Bird Nesting season concerns. Clarify "trees of immediate danger" that will be removed. Clarify "managed."
Kim Akeman: Awareness of deer fawning season with proposed maintenance. Confirm trees along trail are what are being discussed.

Commissioner Wooten: Should trees be left in the Sanctuary if they are diseased?
Mr. Fuerst: Will consult the arborist.
Vice Chair Lee: June tree-trimming timing in Sanctuary is good for overlap of Monarch departure and bird nesting season. Inspections to be done with care given to the importance of Duff which holds moisture and insects and are important to any ecosystem. Regarding GWP, suggestion to postpone tree trimming to September.
Mr. Fuerst: Majority of total work in GWP to be done in early May.
Chair Walkingstick: PG is a tricky zone for tree trimming and maintenance due to Monarchs overwintering and bird nesting seasons. Maintenance delays have gone on far too long. Use caution

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while in GWP, Piperia sightings near pictured downed trees. Questioned wood chips in zone 1 of GWP and timing of maintenance.
Mr. Fuerst: Unaware of wood chips. Consult with arborist and maintenance supervisor for timing.
Commissioner Brisson: Possible to leave snags?
Mr. Fuerst: Whenever possible, the arborist will leave snags where appropriate. No specifics for these projects.
Commissioner Gorman: Q: Is it possible to do 2:1 planting with mentioned Pine in Sanctuary.
Mr. Fuerst: Yes. It is possible.

8. NEXT MEETING – May 21st, 2024. 4pm. Council Chambers.

Meeting adjourned at 6:40pm

Respectfully submitted,
Christine Walkingstick
Acting Secretary

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: George Fuerst, Environmental Program Manager

MEETING DATE: June 19, 2024

SUBJECT: Climate Action and Adaptation Planning Committee Minutes: May 18, 2023, August 17, 2023, February 15, 2024, and April 18, 2024

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

RECOMMENDATION

Receive the minutes.

Attachments

May 2023 to April 2024 DRAFT CAAP Minutes

CLIMATE ACTION AND ADAPTATION BROWN ACT SUBCOMMITTEE

REGULAR MEETING MINUTES

Thursday, May 18, 2023, 4:00 P.M.

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

1. **CALL TO ORDER & ROLL CALL**

Members Present: Coletti, McDonnell, McKenna, Myers, Poduri, Tibbs

Staff Liaison: Fuerst

2. **APPROVAL OF AGENDA**

On a motion by Staff Liaison, the Committee voted 6-0 to approve the Agenda.

Motion passed.

3. **ELECTION OF OFFICERS**

On a motion by Member Poduri, seconded by Member McKenna, the Committee voted 6-0 to nominate Member Tibbs as Chair. Motion passed.

On a motion by Chair Tibbs, seconded by Member Poduri, the Committee voted 6-0 to nominate Member Steres as Vice Chair. Motion passed.

On a motion by Member Poduri, seconded by Member Coletti, the Committee voted 6-0 to nominate Member Myers as Secretary. Motion passed.

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

Member Poduri stated that the City is currently pursuing a contract with Rincon to update City's General Plan. Rincon may also provide guidance for the CAAP as an add-on to such contract.

5. **GENERAL PUBLIC COMMENT**

The following members of the public provided public comment:
Robert Frischmuth
Cathy Durven
Lisa Ciani

Jose Torres

6. REGULAR AGENDA

A. Establishment of regular meeting schedule, scope and direction of the Climate Action and Adaptation Subcommittee

1. Public Comment (Meeting Schedule) - None
2. **On a Motion by Member Poduri, seconded by Chair Tibbs, the next meeting of the CAAP Subcommittee is scheduled for July 20, 2023 at 4:00p.m. At that meeting, the regular meeting schedule will be discussed.**
3. Scope. Focus on action. Proposed focus and actions, included 1) focusing on greenhouse gas reduction, 2) inviting speakers from other cities to provide guidance, 3) exploring what grants may be available to City, creating webpage for CAAP Subcommittee to provide guidance to public, 4) partnering with Resilient Central Coast, 5) commissioning an energy audit, 6) supporting existing City projects with a view toward climate action and adaptation, 7) championing tree planting, 8) increasing walkability of City, 9) incorporating Local Coastal Program and Shoreline Management Plan. Discussion on potential speakers, including Integral, spokespersons from Carmel and Watsonville on what they experienced in adopting their CAAPs.
4. Public Comment (Scope).

   The following members of the public provided public comment:
   Robert Frischmuth
   Jose Torres
   Lisa Ciani

B. Presentation from Amaury Berteaud, Sustainable Program Manager at Association of Monterey Bay Area Governments (“AMBAG”)

7. NEXT MEETING – July 20, 2023 4:00p.m.

8. ADJOURNMENT – 5:34 p.m.

CLIMATE ACTION AND ADAPTATION BROWN ACT COMMITTEE

REGULAR MEETING MINUTES

Thursday, August 17, 2023

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

1. **CALL TO ORDER & ROLL CALL**

Members Present: Coletti, McDonnell, McKenna, Myers, Poduri, Tibbs

Staff Liaison: Fuerst

2. **APPROVAL OF AGENDA**

On a motion by Staff Liaison, the Committee voted 6-0 to approve the Agenda.

Motion passed.

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

Vice Chair McKenna referenced Urban Ocean Lab and stated that it has generated a list of funding opportunities for coastal cities, along with qualifications and deadlines. stated that the City is currently pursuing a contract with Rincon to update City's General Plan. Rincon may also provide guidance for the CAAP as an add-on to such contract.

4. **GENERAL PUBLIC COMMENT**

None.

5. **REGULAR AGENDA**

A. **Presentation from Alex Yasbeck, City of Watsonville Environmental Projects Manager.**

Presentation outlines both Conventional and Non-Conventional CAAP Plans and discusses the advantages and disadvantages of each. Mr. Yasbek then discusses Watsonville's experiences in developing its CAAP Plan and lessons learned.

1. Public Comment– The following member of the public provided public comment:

Kathy Durbin

2. Committee Discussion

Discussion: Potential legal implications, potential funding limitations, State's reaction to Non-Conventional CAAP Plan. Focus on transportation emissions (and tourism as a contributing factor) and the need for more EV charging stations. Discussion on changing City accounts to

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Central Coast Community Energy. Recommendation to review Santa Cruz County for model Non-Conventional CAAP Plan.

B. **Discuss Central Coast Community Energy (3CE) services and recommend that the City switch to 3CE and encourage residents and businesses to do the same.**

Judy Young, Senior Member Agency Account Manager, at 3CE discusses the company's mission to provide local and 100% clean/renewable energy to the Central Coast. She describes incentives and rebates offered to customers.

1. Public Comment– The following members of the public provided public comment:

   Lisa Ciani
   Kathy Durbin

2. Committee Discussion
   Discussion: Analysis of PG's various accounts. Every eligible account is automatically enrolled in 3CE. Discussion of advantages of 3CE Prime account and whether PG should switch to Prime. Request reports from 3CE on PG usage relative to current PG usage, eligibility of non-3CE accounts and additional cost of switching to 3CE Prime.

   Motion – Direct G Fuerst to get reports from 3CE for submission to Council in order for Council to evaluate and optimize PG's clean energy usage. Motion Passed 6-0.

6. **NEXT MEETING – November 16, 2023**

7. **ADJOURNMENT**

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CLIMATE ACTION AND ADAPTATION PLANNING BROWN ACT COMMITTEE

REGULAR MEETING MINUTES

Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA
Thursday, February 15, 2024

1. **CALL TO ORDER & ROLL CALL**

Members Present: Coletti, McDonnell, Poduri, Myers, Gorman

Staff Liaison: George Fuerst, Environmental Program Manager

2. **ELECTION OF OFFICERS**

A. Election of Chair: On a motion by Member Colletti, the Committee voted 5-0 to elect **Lori McDonnell** as Chair.

B. Election of Vice Chair: On a motion by Member Myers, the Committee voted 5-0 to elect **Cathy Wooten** as Vice Chair.

C. Election of Secretary: On a motion by Chair McDonald, the Committee voted 5-0 to retain **Susan Myers** as Secretary.

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

None.

4. **GENERAL PUBLIC COMMENT**

None.

5. **APPROVAL OF AGENDA**

On a motion by Member Gorman, the Committee voted 5-0 to approve the Agenda.

6. REGULAR AGENDA

A. **Presentation from Lacey Raak, California Green Business Network (the "Network").**

Presentation outlines how the Network provides free technical and financial assistance to local businesses to improve their environmental performance. The Network then promotes these businesses for their green accomplishments. Elements of improved performance include: (i) reducing water consumption, (ii) reducing energy consumption, (iii) commuting sustainably, (iv) preventing pollution, (v) avoiding use of toxic cleaners, (vi) improving recycling and (vii) hiring local workers. The improvement results are tracked and can by used by cities to measure the success of their CAAP plans. The Network's efforts in Monterey County has largely been State funded, but that funding is about to dry up. The Network is asking for communities to

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contribute $15,000 by May to preserve viability in Monterey County. If the City does contribute, then we would be "guaranteed" to have Network outreach to PG businesses.

1. Public Comment– None.

2. Committee Discussion – The Committee asked questions to confirm aspects of the Network's program, including, (i) whether and to what extent there is overlap between the Network and other organizations offerings; and (ii) whether the City itself could become a "green business".

B. **Discussion of Scope and Direction of CAAP Committee.**

George Fuerst gave a recap of where we are with respect to CAAP Plan:

- The City has $100,000 included in the FY 23/24 budget for CAAP contractor services.

- We need to decide the scope of services for our CAAP Plan – key focus areas, conventional v non-conventional plan, action v adaptation balance.

1. Public Comment– None.

2. Committee Discussion

Discussed the need to hire consultant to help us decide what our CAAP Plan should look like. The sooner the better. Requested that staff collect and disburse to Members a list of all existing reports commissioned by PG in the past (e.g. Shoreline Management Plan) that would guide our efforts on CAAP Plan. Suggested that staff prepare RFP for CAAP consultant. Since not on the Agenda, a motion will be continued to next meeting. In the meantime, Members could review RFPs issued by neighboring cities to guide the discussions.

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6. **NEXT MEETING – April 18, 2024**

7. ADJOURNMENT

CLIMATE ACTION AND ADAPTATION BROWN ACT COMMITTEE

REGULAR MEETING MINUTES

Thursday, April 18, 2024

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

1. **CALL TO ORDER & ROLL CALL**

Members Present: McDonnell, Poduri, Myers, Wooten, Gorman
Not Present: Coletti
Staff Liasion: George Fuerst, Environmental Program Manager

2. **APPROVAL OF AGENDA**

On a motion by Member Poduri, the Committee voted 5-0-1, Member Coletti absent, to approve the Agenda.

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

None.

GENERAL PUBLIC COMMENT

Received comment from Lisa Ciani.

4. **APPROVAL OF MINUTES**

On a motion by Member Gorman, the Committee voted 5-0-1, Member Coletti absent, to approve the February 15, 2024 Minutes.

5. REGULAR AGENDA

A. **Presentation from George Fuerst, Environmental Program Manager – Climate Action and Adaptation Planning RFP Concept Review.**

Review of DRAFT Request for Proposal (RFP) to provide climate action and adaptation planning services.

1. Public Comment – none.

2. Committee Discussion – The Committee asked questions and discussed the RFP. Questions included whether $100k would be sufficient funding and if the budgeted amount would automatically rollover to next fiscal year, how the RFP was crafted, if the proposed schedule would be feasible, what would be the pros/cons of CEQA qualified plan. Suggestions included adding language to the RFP that asked potential consultants what their experience and guidance is regarding conventional/nonconventional plans.

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6. **NEXT MEETING – May 16, 2024**

A. Public Comment – Comment received from Lisa Ciani.

B. Committee Discussion – Committee expressed agreement with public comment suggesting future collaboration with new City Manager and Community Development Director, and discussed timeline of future meetings.

7. ADJOURNMENT – 4:47PM

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CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: June 19, 2024

SUBJECT: Diversity, Equity and Inclusion Task Force Minutes: May 13, 2024

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

RECOMMENDATION

Receive the minutes.

Attachments

DEI Minutes

MEETING MINUTES

CITY OF PACIFIC GROVE

DIVERSITY, EQUITY, AND INCLUSION TASK FORCE

REGULAR MEETING

Monday, May 13, 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 6:01pm by Chair Bui. City Clerk/DEI Coordinator Kandell conducted roll call with the following Task Force members present in person: Chair Bui, Secretary Hoops, Member Doneux. Absent: Vice Chair Fryberger.

2. **APPROVAL OF AGENDA**
Action: Upon motion by Chair Bui and seconded by Member Doneux the Task Force voted 3-0 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 Member Doneux and Chair Bui.

5. **COUNCIL LIAISON ANNOUNCEMENTS**
No Council Liaison announcements were received.

6. **GENERAL PUBLIC COMMENT**
Public Comment received from: Mayor Peake, City Manager Matt Mogenson, Adam de Boor, Mike Gibbs, Vince Tuminello, Carol Marquart, Beth Walker, and Mari Adams.

A. Written General Public Comment

7. **CONSENT AGENDA**
Action: Upon motion by Member Doneux and seconded by Secretary Hoops, the Task Force voted 3-0, to approve the Consent Agenda.

A. Minutes of the Diversity, Equity and Inclusion Task Force April 8, 2024 Regular Meeting
Action: Approved minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Pride Month 2023
Reference: Kim Bui, Chair
Action: Received a resolution recognizing June as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month and recommended the City Council adopt it at its

May 15, 2024 meeting.

8. **REGULAR AGENDA**

A. Draft Value Statement for City Council
Public comment received from Mike Gibbs.

Action: Upon motion by Secretary Hoops and seconded by Member Doneux, the Task Force voted 3-0 to recommend that the City Council adopt the proposed Value Statements on Diversity and Equity with edits made during Task Force discussion.

B. Review of the Draft DEI Resources Webpage
Public comment received from Vince Tuminello, Mike Gibbs, Colleen Ingram, Adam de Boor, Beth Walker, Carol Marquart, Mari Adams, Luke Coletti.

Action: The Task Force reviewed the draft DEI Resources webpage and recommended a Study Session for an in-depth Task Force review of the draft webpage. Chair Bui stated that she would coordinate a Study Session date with City Clerk/DEI Coordinator Kandell.

NEXT MEETING: June 10, 2024 at 6:00 PM

9. **ADJOURNMENT**
The meeting was adjourned at 7:12 p.m.

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: Leticia Livian, Human Resources Director

MEETING DATE: June 19, 2024

SUBJECT: Ordinance Amending the Salary Classification Schedule

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

RECOMMENDATION

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

DISCUSSION

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

2023 MOU & Benefit and Compensation Plans

Last year, City Council approved the General Employees Association (GEA) and Management Employees Association (MEA) Memorandum of Understanding (MOU). City Council also approved the Benefits and Compensation Plans (Plans) for Non-represented Management and Confidential Group and the Department Head Group.

Approval of the MOU's and Plans included a 3% cost of living adjustment (COLA) for three years (FY 23/24, FY 24/25, FY 25/26), or a market adjustment for certain classifications divided in year one and year two. The year two COLA, or market adjustment is effective the first full pay period in July 2024.

Pursuant to Charter Article 25 and Pacific Grove Municipal Code (PGMC) Section 4.20.280, approval and amendment to the classification schedule must be adopted by the Council.

The requested changes are for GEA, MEA Non-represented Management and Confidential and the Department Head Groups and classifications that align with these groups. All other classifications in the salary schedule remain the same. To view the current salary schedule, click here.

The revised salary schedule reflecting the changes are incorporated into the attached ordinance with impacted classifications bolded in black.

OPTIONS

Provide alternative direction to staff.

FINANCIAL IMPACT:

The COLA's and market adjustments are budgeted in the FY 24/25 budget.

GEA

The increase for year 2 of the COLA is estimated to be approximately $129,000 for FY 24/25.

MEA

The increase for year 2 of the COLA and market adjustment is estimated to be approximately $45,144 ($29,644+$15,500) for FY 24/25.

Non-represented Management and Confidential and Department Head Groups

The increase for year 2 of the COLA for non-represented confidential group is estimated to be approximately $35,048 for FY 24/25.

The increase for year 2 of the COLA and market adjustment for the department head group is estimated to be approximately $64,150 ($45,200 + $18,950) for FY 24/25.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Ordinance

ORDINANCE NO. 24-_____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING THE CLASSIFICATION SCHEDULE

Findings

1. In 2023, City Council approved the General Employees Association (GEA) and Management Employees Association (MEA) Memorandum of Understanding (MOU). City Council also approved the Benefits and Compensation Plans (Plans) for Non-represented Management and Confidential Group and the Department Head Group; and

2. Approval of the MOU's and Plans included a 3% cost of living adjustment (COLA) for three years (FY 23/24, FY 24/25, FY 25/26), or a market adjustment for certain classifications divided in year 1 and year 2.; and

3. Provisions of the MOU provides for a 3% cost of living adjustment (COLA) in the first year of the agreement, 3% COLA in the second year of the agreement, and 3% COLA in the third year of the agreement; and

4. The year 2 COLA, or market adjustment is effective the first full pay period in July 2024; and

5. FY 24/25 3% COLA and salary market adjustments will be effective July 7, 2024.

6. The GEA, MEA, Non-Represented and Confidential and Department Head Groups and classifications that align with those groups, salary ranges will be revised to reflect the second year 3% COLA increase, or 50% of the market adjustment for identified classifications; and

7. Modifications to the salary classification plan must be amended to revise hourly rates; and

8. Amendment to the classification plan must be adopted by the City Council pursuant to Charter Article 25 and Pacific Grove Municipal Code (PGMC) Section 4.20.280; and

9. In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment pursuant Section 15378.

Ordinance

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

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

SECTION 2. The position classification plan approved and adopted by the City Council pursuant to Charter Article 15 and PGMC § 4.20.280 is amended for GEA, MEA, Non-represented Management and Confidential and Department Head Groups classifications and MEA aligned classifications, with the following salary schedule:

City of Pacific Grove
Salary Schedule - Hourly Rate
Full-time and Part-time

Code	Classification	Hourly Salary Steps							
		Step 1A	Step 2B	Step 3C	Step 4D	Step 5E	Step 6F	Step 7G	Step 8H
124-001	**Accountant**	**34.78**	**36.52**	**38.35**	**40.26**	**42.28**	**43.33**	**44.42**	**45.53**
219-000	**Accountant, Chief**	**41.58**	**43.66**	**45.84**	**48.14**	**50.54**	**52.44**	**54.41**	
218-003	**Accountant, Senior**	**39.69**	**41.67**	**43.76**	**45.95**	**48.24**	**50.05**	**51.93**	
120-001	**Accounting Assistant**	**27.45**	**28.83**	**30.27**	**31.78**	**33.37**	**34.20**	**35.06**	**35.94**
125-01	**Accounting Assistant, Senior**	**29.19**	**30.65**	**32.18**	**33.79**	**35.48**	**36.37**	**37.28**	**38.21**
304-001	**Administrative Services Director (ASD)**	**69.70**	**73.18**	**76.84**	**80.68**	**84.72**	**88.95**	**93.40**	
302-001	**ASD/ Assistant City Manager**	**78.44**	**82.36**	**86.48**	**90.81**	**95.35**	**100.11**	**105.12**	
212-000	**Administrative Services Manager**	**55.79**	**58.58**	**61.50**	**64.58**	**67.81**	**71.20**	**74.76**	
170-000	**Administrative Analyst**	**35.10**	**36.85**	**38.69**	**40.63**	**42.66**	**43.72**	**44.82**	**45.94**
104-001	**Administrative Assistant**	**23.67**	**24.85**	**26.09**	**27.40**	**28.77**	**29.49**	**30.22**	**30.98**
171-001	**Administrative Coordinator**	**26.80**	**28.14**	**29.55**	**31.03**	**32.58**	**33.39**	**34.23**	**35.08**
505-001	**Animal Control Officer**	**27.71**	**29.10**	**30.55**	**32.08**	**33.68**	**34.94**	**36.26**	
216-002	**Assistant Finance Manager**	**37.99**	**39.89**	**41.88**	**43.98**	**46.17**	**47.91**	**49.70**	
090-000	Cashier	16.00	16.80	17.64	18.52	19.45			
243-001	**City Clerk**	**56.94**	**59.78**	**62.80**	**65.91**	**69.21**	**72.67**	**76.30**	
244-001	**City Clerk/DEI Coordinator**	**59.79**	**62.78**	**65.91**	**69.21**	**72.67**	**76.30**	**80.12**	
002-000	City Council Member	420	per month						
301-001	City Manager	121.00							
300-001	City Manager Pro Tempore	121.00							
164-002	**Code Compliance Officer**	**35.56**	**37.34**	**39.20**	**41.16**	**43.22**	**44.30**	**45.41**	**46.54**
205-000	**Community Development Director**	**71.82**	**75.41**	**79.18**	**83.14**	**87.29**	**91.66**	**96.24**	
507-001	**Community Service Officer**	**28.30**	**29.72**	**31.20**	**32.76**	**34.40**	**35.69**	**37.03**	
209-000	**Construction Project Manager**	**43.24**	**45.41**	**47.68**	**50.06**	**52.56**	**54.53**	**56.58**	
40-000	Custodian	17.13	17.98	18.88	19.83	20.82			
204-001	**Deputy City Clerk**	**34.28**	**35.99**	**37.79**	**39.68**	**41.67**	**43.75**	**45.94**	
305-001	**Deputy City Manager**	**66.58**	**69.90**	**73.40**	**77.07**	**80.92**	**84.97**	**89.22**	
156-001	**Equipment Mechanic**	**34.92**	**36.67**	**38.50**	**40.43**	**42.45**	**43.51**	**44.60**	**45.71**
157-000	**Equipment Mechanic, Senior**	**37.17**	**39.03**	**40.98**	**43.03**	**45.18**	**46.31**	**47.47**	**48.66**
256-000	**Finance Director**	**69.70**	**73.18**	**76.84**	**80.68**	**84.72**	**88.95**	**93.40**	
208-001	**Financial Analyst**	**32.99**	**34.64**	**36.37**	**38.19**	**40.10**	**41.60**	**43.16**	
310-001	**Human Resources Director**	**69.88**	**73.38**	**77.05**	**80.90**	**84.94**	**89.19**	**93.65**	
210-001	**Human Resources Manager**	**49.89**	**52.39**	**55.01**	**57.76**	**60.65**	**63.68**	**66.86**	
105-001	**IT Support Specialist**	**27.58**	**28.96**	**30.41**	**31.93**	**33.53**	**34.36**	**35.22**	**36.10**
64-000	Intern	16.00	16.80	17.64	18.52	19.45			
64-3	Intern II	20.76	21.80	22.89	24.03	25.24			
208-002	**Librarian**	**32.99**	**34.64**	**36.37**	**38.19**	**40.10**	**41.60**	**43.16**	
122-001	**Library Assistant**	**25.47**	**26.74**	**28.08**	**29.48**	**30.95**	**31.73**	**32.52**	**33.33**
144-002	**Library Assistant, Senior**	**27.30**	**28.66**	**30.10**	**31.60**	**33.18**	**34.01**	**34.86**	**35.73**
199-000	**Library Clerk**	**19.13**	**20.09**	**21.09**	**22.15**	**23.25**			
219-000	**Library Director**	**67.50**	**70.87**	**74.42**	**78.14**	**82.04**	**86.15**	**90.45**	
50-004	Lighthouse Docent Coordinator	16.00	16.80	17.64	18.52	19.45			
154-000	**Maintenance Supervisor**	**37.11**	**38.97**	**40.91**	**42.96**	**45.11**	**46.24**	**47.39**	**48.58**
132-000	**Maintenance Worker**	**29.62**	**31.10**	**32.65**	**34.29**	**36.00**	**36.90**	**37.82**	**38.77**
146-001	**Maintenance Worker, Senior**	**33.23**	**34.89**	**36.63**	**38.47**	**40.39**	**41.40**	**42.43**	**43.49**
208-003	**Management Analyst**	**39.48**	**41.45**	**43.52**	**45.70**	**47.98**	**49.78**	**51.65**	
001-000	Mayor	700	per month						

City of Pacific Grove
Salary Schedule - Hourly Rate
Full-time and Part-time

Code	Classification	Hourly Salary Steps							
		Step 1A	Step 2B	Step 3C	Step 4D	Step 5E	Step 6F	Step 7G	Step 8H
506-001	**Parking Enforcement Officer**	**26.63**	**27.96**	**29.36**	**30.82**	**32.36**	**33.58**	**34.84**	
165-001	**Planner, Assistant**	**36.15**	**37.96**	**39.86**	**41.85**	**43.94**	**45.04**	**46.17**	**47.32**
168-002	**Planner, Associate**	**40.17**	**42.18**	**44.29**	**46.50**	**48.83**	**50.05**	**51.30**	**52.58**
241-002	**Planner, Principal**	**50.22**	**52.73**	**55.37**	**58.14**	**61.05**	**63.33**	**65.71**	
169-001	**Planner, Senior**	**45.49**	**47.77**	**50.16**	**52.66**	**55.30**	**56.68**	**58.10**	**59.55**
201-000	**Police Adm. Services Manager (ASM)**	**55.79**	**58.58**	**61.51**	**64.58**	**67.81**	**71.20**	**74.76**	
211-001	**Police ASM/Public Information Officer**	**58.58**	**61.50**	**64.58**	**67.81**	**71.20**	**74.76**	**78.50**	
602-001	**Police Chief**	**78.20**	**82.11**	**86.21**	**90.52**	**95.05**	**99.80**	**104.79**	
601-001	**Police Commander**	**62.22**	**65.34**	**68.60**	**72.03**	**75.63**	**79.42**	**83.39**	
516-001	Police Officer	46.33	48.65	51.08	53.63	56.32	58.43	60.62	
513-000	Police Officer Recruit	24.94	26.19	27.50	28.87	30.32	31.46	32.64	
521-002	**Police Records Supervisor**	**32.12**	**33.73**	**35.41**	**37.18**	**39.04**	**40.51**	**42.03**	
524-001	Police Sergeant	53.53	56.21	59.02	61.97	65.07	67.51	70.04	
508-001	**Police Services Technician**	**28.30**	**29.72**	**31.20**	**32.76**	**34.40**	**35.69**	**37.03**	
62-001	Pre School Manager	19.30	20.27	21.28	22.35	23.46			
219-001	**Program Manager**	**45.22**	**47.49**	**49.86**	**52.35**	**54.97**	**57.03**	**59.17**	
206-000	**Program Manager, Senior**	**55.79**	**58.58**	**61.50**	**64.58**	**67.81**	**71.20**	**74.76**	
509-001	**Property and Evidence Technician**	**29.72**	**31.20**	**32.76**	**34.40**	**36.12**	**37.48**	**38.88**	
207-000	**Public Works (PW) Director**	**72.06**	**75.67**	**79.45**	**83.42**	**87.59**	**91.97**	**96.57**	
303-001	**PW Director/ Deputy City Manager**	**75.31**	**79.08**	**83.03**	**87.18**	**91.54**	**96.12**	**100.92**	
220-002	**Public Works Superintendent**	**49.17**	**51.63**	**54.21**	**56.92**	**59.76**	**62.00**	**64.33**	
10-001	Recreation Assistant I	16.00	16.80	17.64	18.52	19.45			
51-001	Recreation Assistant II	19.62	20.60	21.63	22.71	23.85			
118-001	**Recreation Coordinator**	**29.24**	**30.70**	**32.24**	**33.85**	**35.54**	**36.43**	**37.34**	**38.27**
217-003	**Recreation Coordinator, Senior**	**40.62**	**42.65**	**44.79**	**47.03**	**49.38**	**51.23**	**53.15**	
62-002	**Recreation Program Supervisor**	**25.30**	**26.57**	**27.90**	**29.29**	**30.76**			
216-003	**Risk Manager**	**37.98**	**39.88**	**41.88**	**43.97**	**46.17**	**47.90**	**49.70**	
209-000	**Senior Librarian**	**38.18**	**40.08**	**42.09**	**44.19**	**46.40**	**48.14**	**49.95**	
170-001	**Volunteer Coordinator**	**28.78**	**30.22**	**31.73**	**33.32**	**34.98**	**35.86**	**36.75**	**37.67**

	Classification	Hourly Salary Range
203	Extra Help Retired Annuitant	15.50 - 106.96

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

SECTION 4. In accord with Article 15 of the City Charter, this ordinance shall become effective on July 7, 2024.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this ___ day of July 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: Matt Mogensen, City Manager

MEETING DATE: June 19, 2024

SUBJECT: Direction to City Manager regarding Outside Dining/Parklets

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

RECOMMENDATION

1. Motion to direct City Manager in regard to applications for a Coastal Development Permit (CDP) for three parklets in the Coastal Zone based on the following options:
   (1) Owner applies for a CDP and pays the fees estimated to be $6,525;
   (2) Owner applies for a no-fee CDP since there is a public benefit to the parklets which are open for public use, and in such circumstances a fee waiver is authorized; or
   (3) other action as determined appropriate by the Council.

2. Motion to direct City Manager in regard to retaining consultant to draft Manual for Outside Dining

3. Take other action related to this item.

DISCUSSION

For the purposes of this staff report, the term "Parklet" refers to dining located within parking spaces in the City right-of-way.

A. 2014 Parklet Pilot Program

On March 19, 2014, the City Council approved the implementation of a pilot project for four parklets in the Downtown and Central Avenue commercial areas. See Agenda Report (Attachment 1) and Minutes (Attachment 2).

B. Parklets in Coastal Zone

Parklets within the Coastal Zone were temporarily permitted under the City's COVID-19 related emergency proclamations which allowed for a waiver of normal permit requirements and processing.

On March 1, 2023, the City Council adopted Resolution No 23-005 terminating the COVID-19 state of emergency. The end of the emergency means that normal permitting requirements for activities within the Coastal Zone are now in place.

There are currently three permitted parklets on Central Avenue within the Coastal Zone. Two were

permitted under the Covid emergency declarations and one was permitted as part of a pilot program in 2014 (pre-Covid). The encroachment permits for the three parklets in the Coastal Zone will expire on June 30, 2024. The City's Local Coastal Program Implementation Plan was not adopted until 2020, and the City did not issue CDP's prior to 2020.

The City's regulations require parklets within the Coastal Zone to obtain a CDP from the City in conformance with Chapter 23.90 – Local Coastal Program Implementation Plan. Specifically, Section 23.90.030 provides that all development, as defined in Coastal Act Section 30106, within the Coastal Zone requires a CDP, and that the Planning Commission shall take initial action on all CDP applications, which decisions are appealable to the City Council

If any of the three parklets in the Coastal Zone do not have a Coastal Development Permit (CDP), then those applicants will need to obtain a CDP from the City. Staff is researching the parameters of the pilot program to determine the type and extent of Coastal Commission review performed, if any, for that 2014 pilot parklet.

The CDP permitting process involves multiple steps and is relatively expensive, but follows a statutorily required process, and is based on the actual fees and costs of processing the permit. In specific circumstances where the permitted activity results in a public benefit, the City Council may waive permitting fees. In these circumstances, a public benefit exists because one condition of approval for the approved parklets requires them to remain accessible to the public, and not operate for the exclusive use by patrons of the permitted businesses.

C. Encroachment Permits

In addition to the three parklets located in the Coastal Zone, there are eleven other parklets approved by the City that are located outside of the Coastal Zone.

Due to the complexity of the issues relating to parklets, and the time needed for staff to fully evaluate those issues, the City Manager plans to extend the encroachment permits for the fourteen existing parklets to June 30, 2025. Special conditions will be placed on these encroachment permit extensions as explained in Sections D and E. below.

D. Parklet Manual

One of the actions proposed in the Recommendation of this Agenda Report is to authorize the City Manager to retain a consultant to draft a Manual that will include design criteria for Outside Dining, which may include sidewalks and parklets depending on discussion and direction from the City Council. The goal of the manual will be to lay out standards, criteria and design parameters for businesses to utilize sidewalk areas for outside dining. The manual may also include standards and criteria for parklets located in parking spaces.

The encroachment permits will include a condition of approval that requires the parklet owner to comply with the requirements of the adopted Manual within sixty days notice from the City. If any parklet does not comply with the requirements of the Manual within that sixty day period, then the parklet owner must remove the parklet by the 60th day. If the parklet is not removed by the 60th day, then the City may remove the parklet at the expense of the owner.

E. Sidewalk Extension

There are also three parklets located along the southern side of Lighthouse Avenue, near the Fountain Avenue intersection, which will need to be removed to allow for the City to construct a sidewalk widening project which is the subject of a separate Agenda Report for this City Council meeting. The encroachment permits for these three parklets will include a condition of approval that requires the

parklet owner to remove the parklet within sixty days notice from the City to allow for the construction of the sidewalk widening project. If the parklet is not removed by the 60th day, then the City will remove the parklet at the expense of the owner. The sidewalk extension project described in the project Agenda Report contains a cost estimate line item that details the cost for the City to remove the parklet.

OPTIONS

Take other action related to this item.

FINANCIAL IMPACT:

If the application fees for the parklets is waived, then the fiscal impact will be the amount of the fee waiver.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

1 City Council Agenda Report March 19, 2014 (Pilot Program)

2 City Council Minutes March 19, 2014

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Members of the City Council
FROM:	Kurt Overmeyer, Economic Development Manager
MEETING DATE:	March 19, 2014
SUBJECT:	Parklet Pilot Project
CEQA:	This matter has a CEQA Class 11 categorical exemption as provided by Section 15311 of the CEQA Guidelines, set forth in Title 14 of the California Code of Regulations

RECOMMENDATION

1. Approve the implementation of four parklets in the Downtown and Central Avenue commercial areas as a pilot project.
2. Authorize the purchase of decorative planters and traffic barriers for an amount not to exceed $15,000 as required.

DISCUSSION

The Downtown and Central Avenue commercial areas of Pacific Grove have the potential to become high-energy corridors for commercial activity and retail sales. In order to achieve this goal, the City and the business community will need to make investments that encourage pedestrian activity on the street, increased comfort for pedestrians, and better interaction between the street and the stores. Making these changes can be extremely expensive if created with permanent streetscape improvements (such as extending sidewalks, creating landscaped areas, and buying street furniture) and missteps can be difficult to overcome. Alternatively, the City can develop partnerships with our businesses to create engaging outdoor spaces that are temporary, inexpensive, and attractive by using interim improvements. One such improvement is known as a parklet.

Parklets are simply the conversion of a parking space into another use. Parklets can be parks, gathering areas, seating areas, play structures, planters, or even outdoor dining areas. In recent years, many cities have participated in the International Park(ing) Day held each September where local businesses, designers, and residents take over parking spaces for uses other than the storage of cars. During Park(ing) Day, parking in commercial areas is converted by adjoining businesses into parks and gathering areas. Cities have also embraced parklets as a way to provide additional space to local businesses to have outdoor dining or other service areas, especially in urban centers much like Downtown Pacific Grove and the Central Avenue commercial area.

Over the course of the past year, staff, the Business Improvement District, and the Chamber of Commerce have engaged several businesses that are interested in creating their own area. Three businesses in Downtown and one business on Central have indicated a strong interest in moving forward with a pilot project if the City is willing to participate. Each of these businesses has at least one parking space adjacent that could be converted without adversely impacting the parking supply nearby. One of these businesses has already engaged the assistance of a professional designer in order to ensure that their parklet is attractive and functions effectively.

In order to protect pedestrians from drivers that may not notice the existence of a parklet in an area where they have parked previously, the City may require that any parking area taken over for other use should be surrounded by substantial barriers that could stop a vehicle. As is the case with the parklets themselves, these barriers would be movable. Decorative traffic barriers and/or planters designed to serve as traffic barriers could be purchased by the City and delivered to those areas where Parklets could be constructed. The need for these barriers will be determined by the location and design of the Parklet and may not be necessary in most cases. If every parklet were to require barriers the cost would be roughly $15,000. As is shown by the images attached to this report, few Parklets even on busy streets with speed limits of 35 mph require barriers.

During the pilot phase, businesses would be required to build a structure that would join the curb to the parklet without a gap, and allow for the free passage of water through the gutter at the businesses sole expense. The business would also be required to provide any tables, chairs, or other seating in conjunction with their Parklet. The business would be required to secure any tables and chairs, provide the City with evidence of insurance and an insurance certificate naming the City as additionally insured, and would be required to dry sweep the area daily.

The pilot project should run for one year. If significant problems arise during the pilot project, then staff will, in collaboration with the host business, either resolve the issue or remove the parklet. Upon completion of the pilot period, those parklets that have been successful will be retained and staff will work with other businesses who may be interested.

The Economic Development Commission reviewed this proposal and is recommending it to the Council for its approval.

Attached to this report are a number of photographs of parklets found in other cities. These photos show a wide range of creative applications of this concept. Additionally, there are photos of “off-the-shelf” decking systems that can create the transition from curb to crown.

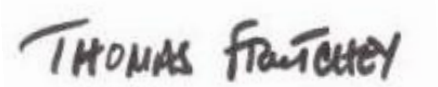
OPTIONS

1. Approve a different pilot effort, such as one restricted to the Downtown or involving fewer businesses
2. Do nothing.

FISCAL IMPACT
Up to $15,000. The neecessary funds will be requested in an upcoming budget modification request.

ATTACHMENTS
1. Photos and illustrations of parklets from other areas.

RESPECTFULLY SUBMITTED:



Thomas Frutchey
City Manager

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Parklets Used for Outdoor Dining







Parklet as an Interim Public Park



Parklet Under Construction - Note the Clear Path for the Gutter



International Park(ing) Day Activities







City of Pacific Grove

Parklets

Building a Sense of Place

Parklets

Public Space Reused

Should the space devoted to storing cars be used for other things?

Parklets are a quick, inexpensive and removable way to create a street environment that is friendly to people - not just cars.

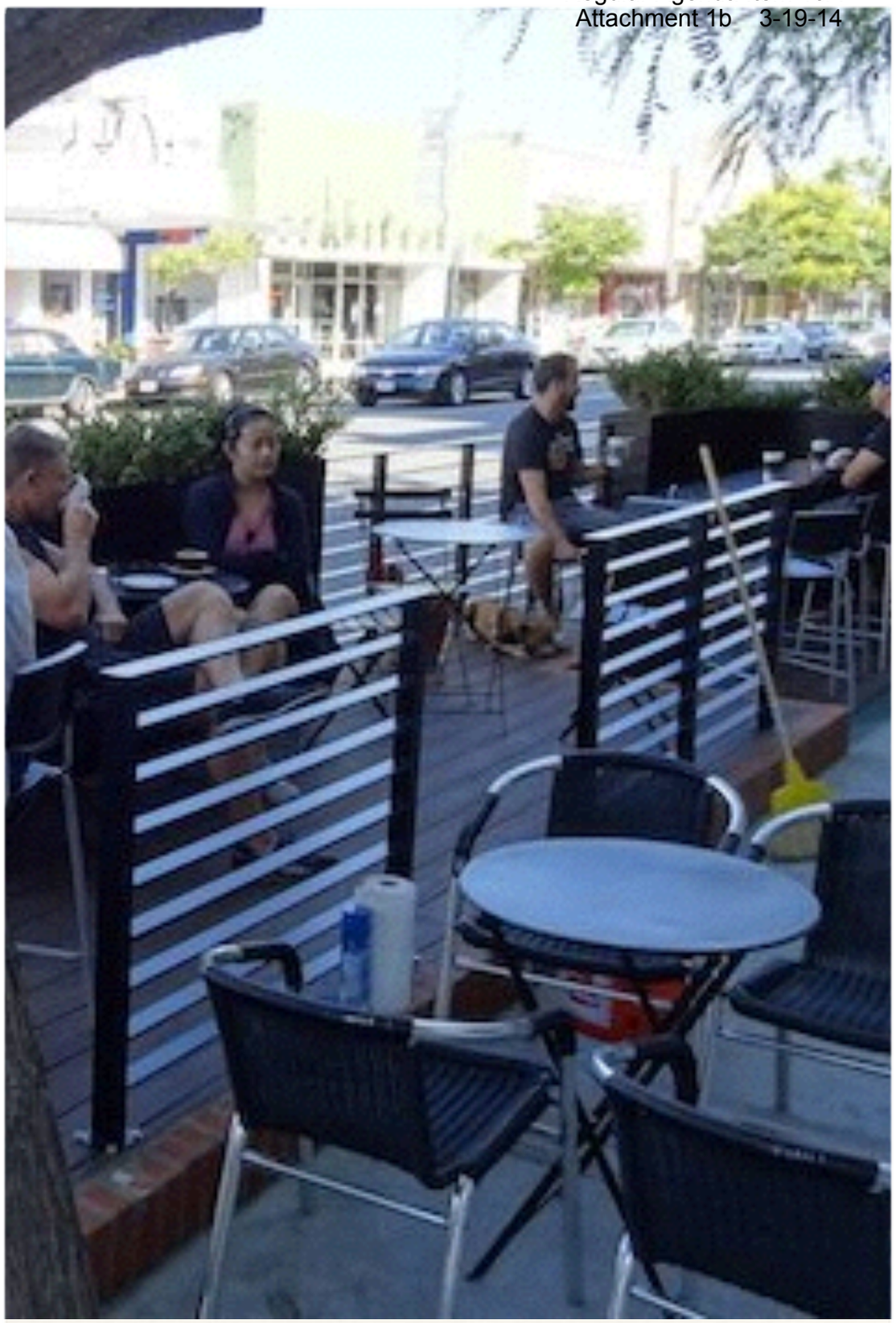


Parklets

Can we do it in Pacific Grove?

Yes!

There are areas in Downtown and on Central that are perfect for implementation of this concept.

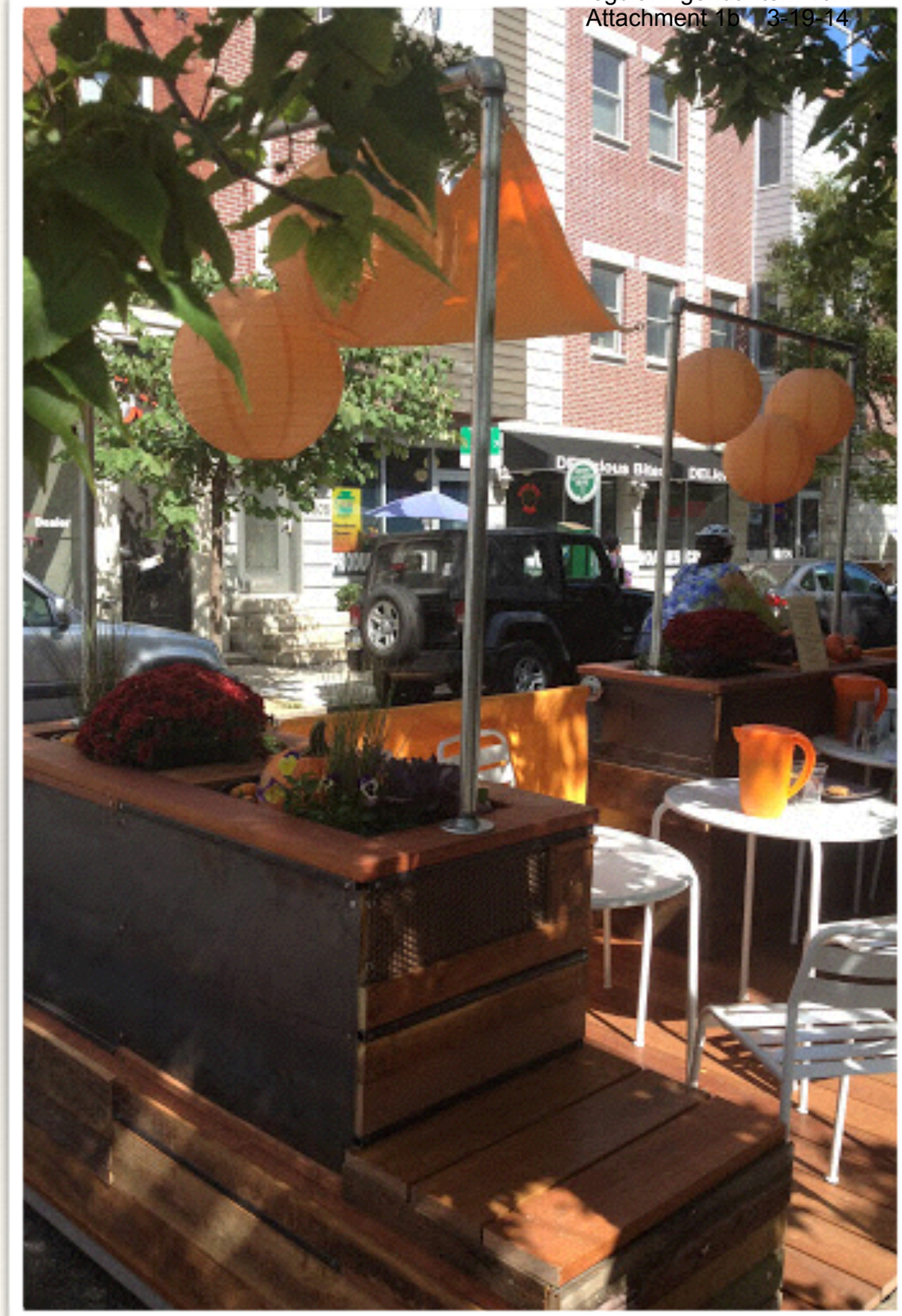


Parklets

Where should they go?

Downtown and Central Ave. Business Districts:

Both areas enjoy a surplus of parking at the current time, but suffer from a lack of foot traffic. Creating outdoor cafes, dining areas and other "activating" uses is fast, inexpensive and effective when Parklet programs are implemented.



Parklets

Where has this been tried?

Many major cities and some small cities have parklet programs. In California, the most notable uses of parklets are in San Francisco, San Diego, La Jolla, Oakland and Los Angeles. Locally, there is a single parklet on Alvarado St. in Monterey.



Parklets

What are the Rules?

The rules for park lets should be easy to navigate, simple and leave ample room for creative ideas. Some typical rules include:

- Speed Limit of 30 mph or less
- Trees or plants around the edges (so drivers notice!)
- Accessible
- Cleaned daily
- Paid for by Business
- Eateries only



Parklets

How do we Start?

1. Form a Pilot Program in four locations - 3 Downtown and one on Central.
2. Set up two Park(ing) days in 2014. The Park(ing) days will allow our local businesses in Downtown and on Central to take over their adjacent parking for the day and to create whatever type of parking space park/ outdoor cafe they wish.



Parklets

Where do we Start?

Staff/BID/Chamber have already identified 4 potential businesses interested in the pilot:

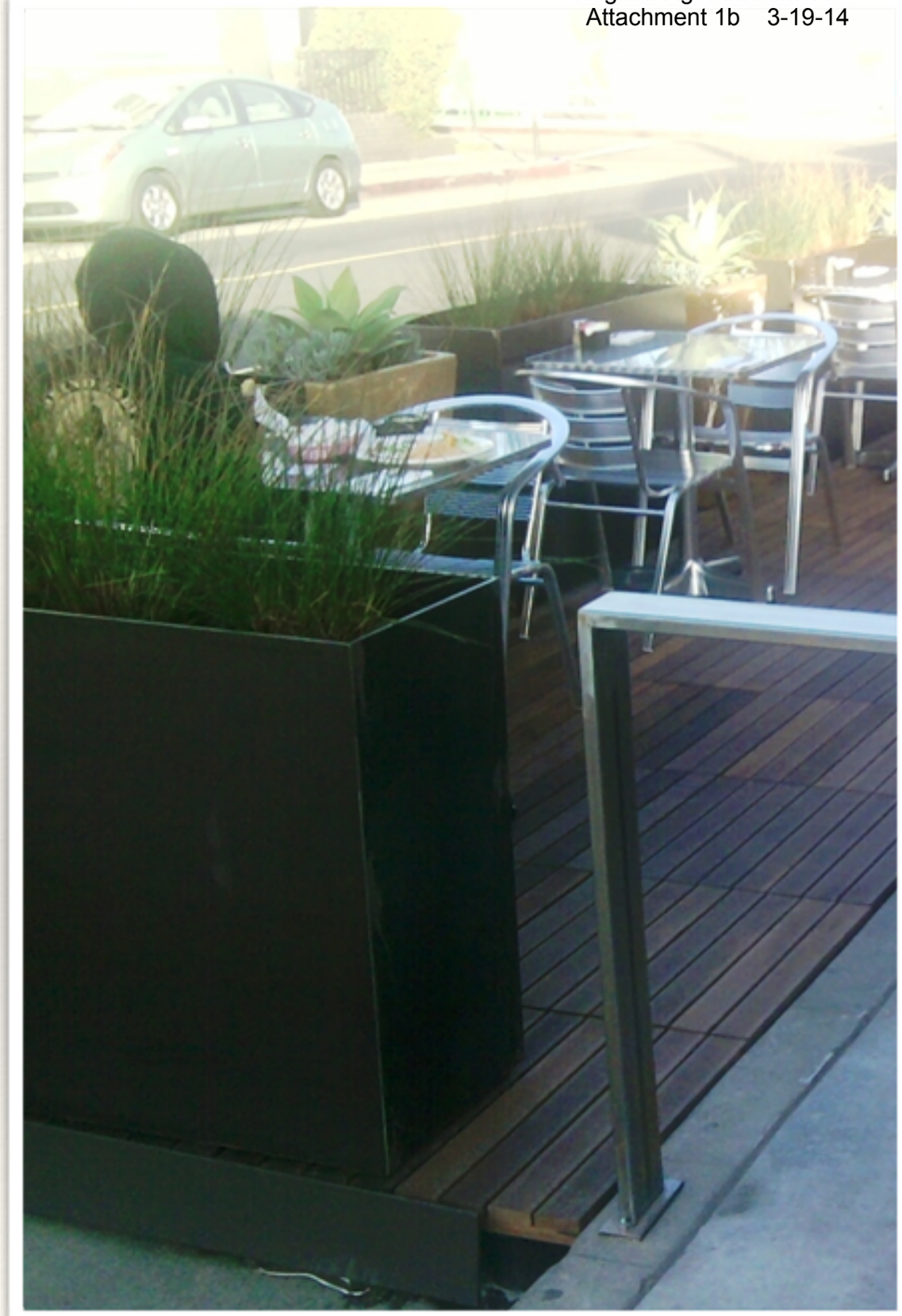
- Happy Girl (Central)
- Crema (Downtown)
- Red House (Downtown)
- Cafe Ariana (Downtown)

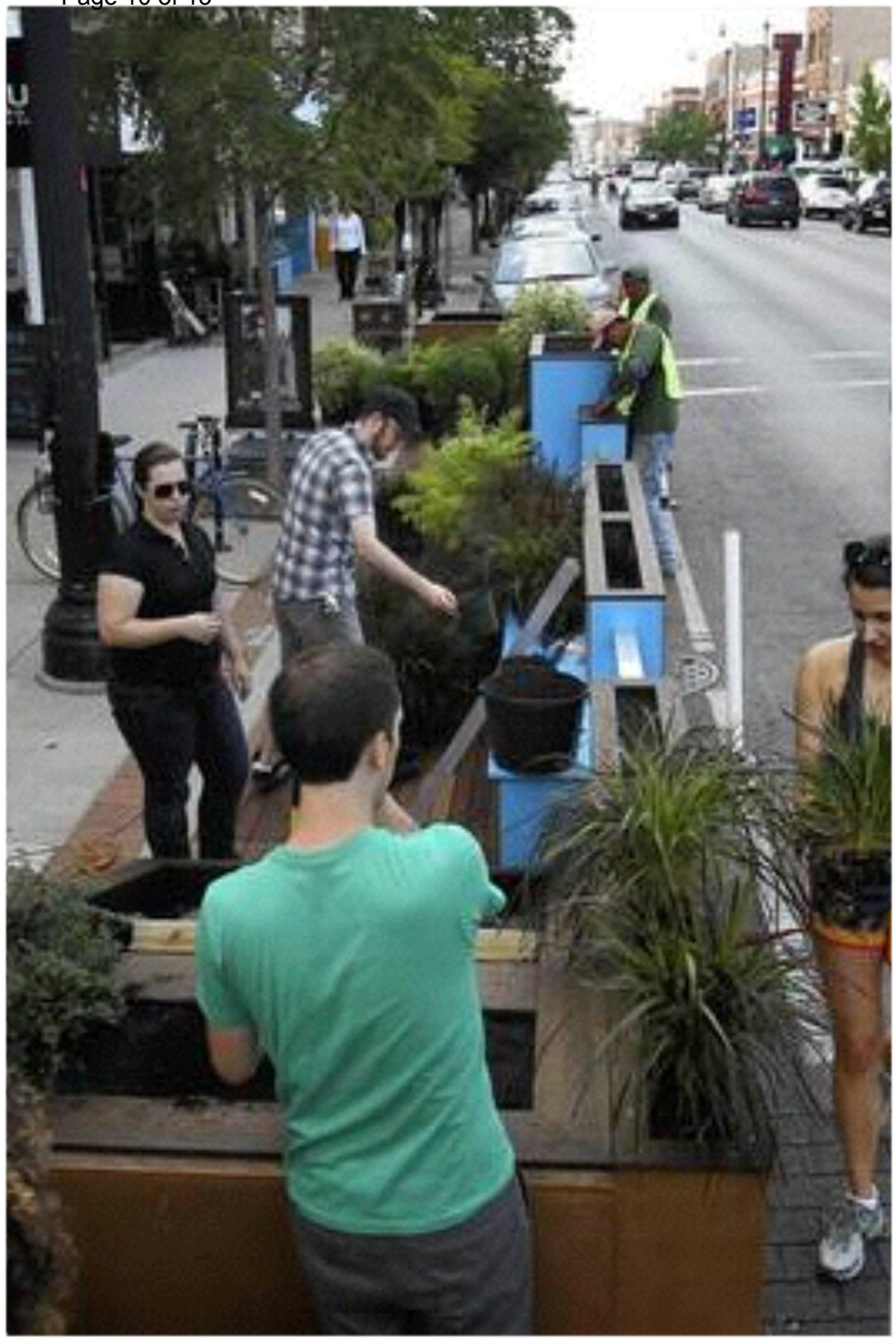


Parklets

Pilot Rules

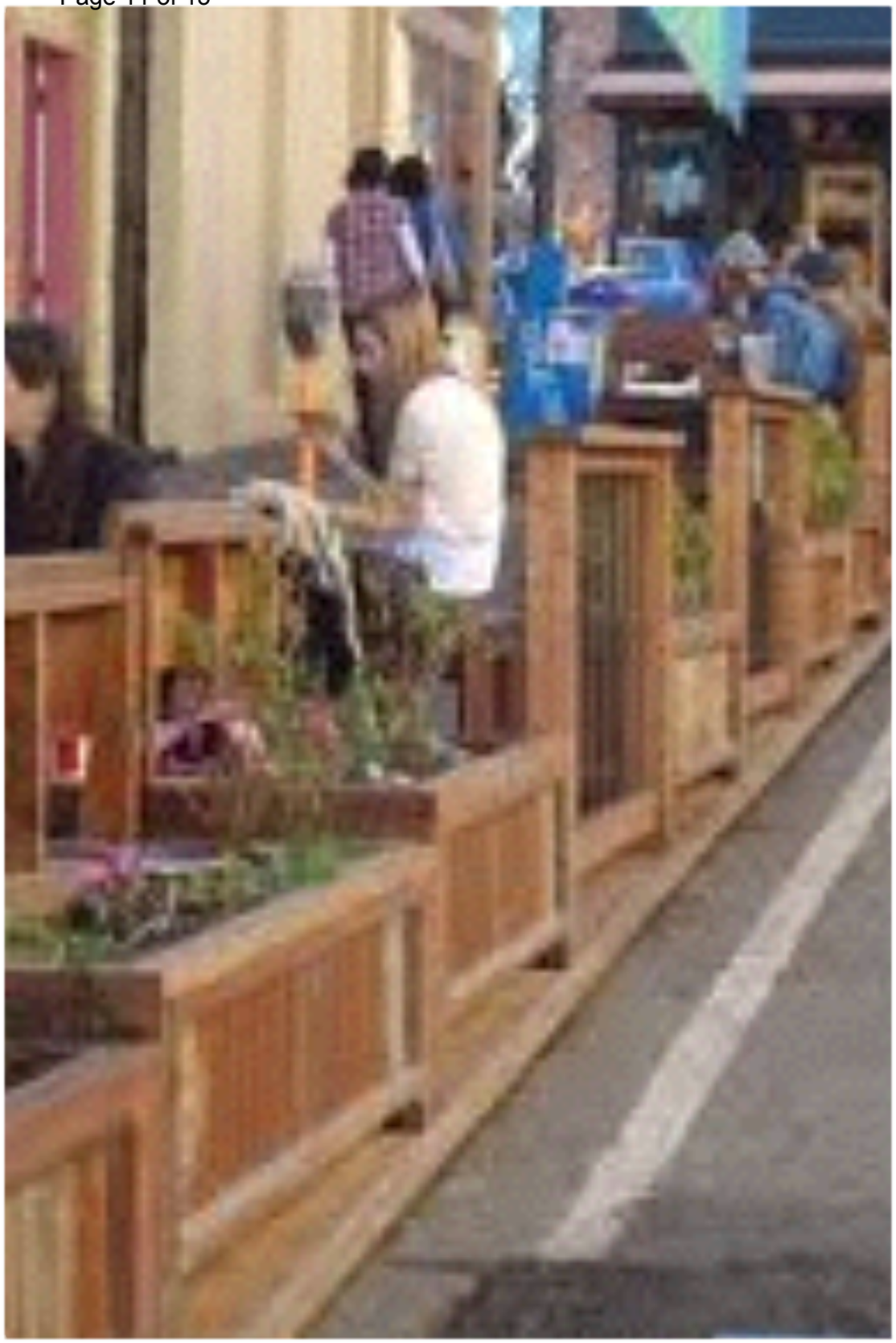
- Eateries/Cafes Only
- Swept Daily
- Must have a minimum of six 5 gallon trees or bushes (provided by business).
- Tables/Chairs must be secured by businesses.
- City will provide traffic barriers where needed (greater than 25 mph speed limit).
- Free for 2014 - Fees established after/ during trial period







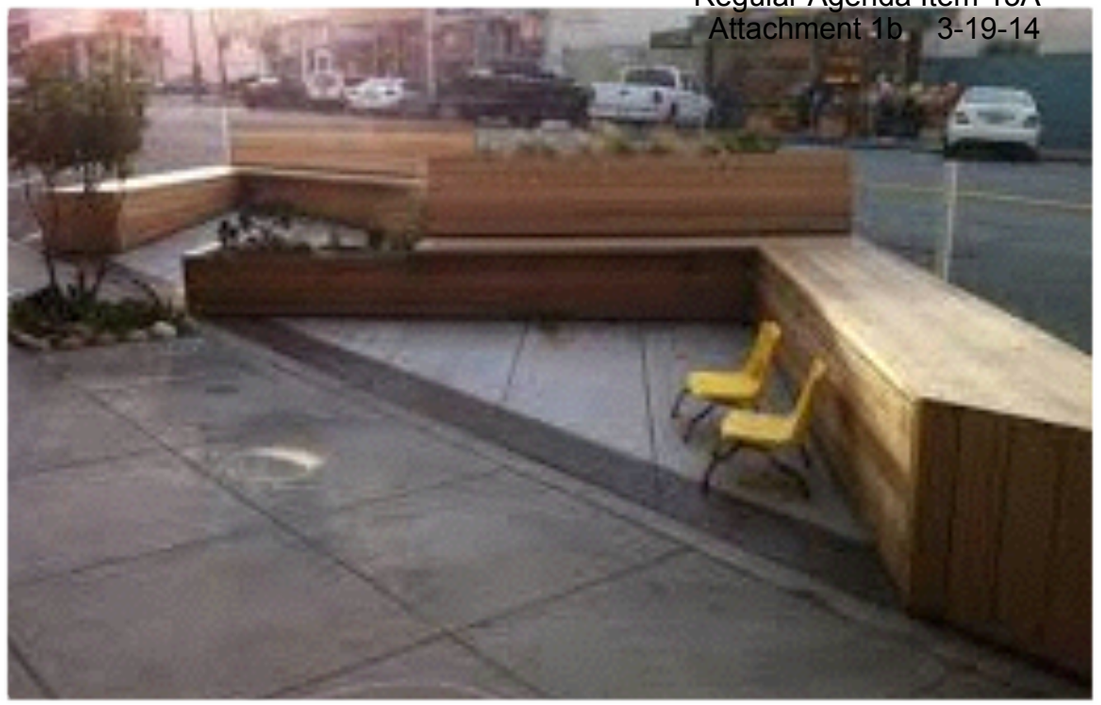



















PUBLIC PARKLET
ALL SEATING IS OPEN TO THE PUBLIC

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MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, March 19, 2014

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

CALL TO ORDER

Mayor Kampe called the meeting to order at 6 pm. Councilmembers Cohen, Cuneo, Fischer, Huitt, and Miller were present. Councilmember Lucius was unavailable due to an excused absence.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Councilmember Cohen.

1. **APPROVAL OF AGENDA**

   Motion to approve the Agenda was made by Councilmember Huitt and carried on a 6-0-1 vote with Councilmember Lucius absent. Councilmember Cohen indicated he would be pulling Consent Item 6.B.2

2. **PRESENTATIONS**

   Police Chief Vicki Myers provided an overview of vehicle towing within Pacific Grove.

3. **COUNCIL AND STAFF ANNOUNCEMENTS**

   Mayor Kampe noted Councilmember Lucius was in Sacramento on an excused absence.

   Councilmember Huitt commented the deadline was quickly approaching (April 1) for those who were required to complete Fair Political Practices Committee (FPPC) Form 700.

   Councilmember Cuneo reminded the public the "Good Old Days" parade is approaching; applications are at the Chamber of Commerce, participation is free.

   Councilmember Cuneo stated that "Good Old Days" this year is April 5th and 6th with a variety of entertainment.

   City Manager Frutchey noted that the Coastal Commission granted the City's waiver for temporary fencing and signage to protect Harbor Seal pups, and if needed, the City has prepared barrier fencing. He noted that upgrade work was complete at Chautauqua Hall and thanked community volunteers for their assistance.

City Attorney Laredo invited all interested parties to bring their lunch and attend a free CEQA workshop Tuesday, April 25, 12 to 1:30 p.m.

Interim Finance Director Killian announced the Civic Center financing has been paid in full.

Mayor Kampe spoke about the collaboration between various agencies such as the City, the Coastal Commission, and NOAA regarding the protection of the Harbor Seals. He noted the week is state-sponsored "Sunshine Week," promoting open government. Mayor Kampe noted he accompanied "Meals on Wheels" and acknowledged how vital this service is. Last, he stated the Association of Monterey Bay Area of Governments (AMBAG) held a regional meeting to discuss 20- to 30-year Capital Improvement Plans (CIP).

Tama Oliver from the City of Pacific Grove's Museum Board provided a presentation regarding the 2013 annual statistics of visitation of various groups at the Museum and the Monarch Sanctuary.

4. GENERAL PUBLIC COMMENT

Daniel Davis and Vince Tuminello referenced open government.

Denyse Frischmuth invited those who support green cities to attend a meeting on April 19th at 1025 Lighthouse Ave, accessed off of Ridge Road, across from the Monarch Sanctuary from 11 a.m. to 4 p.m.

Christine Highland addressed safety concerns on sidewalk space in the downtown area, which is now crowded.

CONSENT AGENDA

City Manager Frutchey announced Item 6.B.2 was pulled per request and is now Item 13B.

Action: Motion made by Councilmember Cuneo and carried on a 6-0-1 vote with Councilmember Lucius absent to approve items on the Consent Agent and changes included in the Errata Sheet with the following exceptions:
Item 7A passed with a vote of 5-1-1 with Councilmember Miller dissenting, and
Item 6.B.2 pulled from Consent by Councilmember Cohen and moved to Item 13B.

5. APPROVAL OF CITY COUNCIL MEETING MINUTES

A. Minutes of the March 5 Regular Meetings
Reference: Debora Thomsen, Interim City Clerk
Action: Approve minutes

6. RESOLUTIONS

A. A Resolution supporting Contract Extension with Pacific Municipal Consultants, Inc. (PMC) for Current Planning Services
Reference: Laurel O'Halloran, Planner
Action: Approved Resolution No. 14-013 and authorized the City Manager to amend the existing agreement with PMC for Current Planning Services for $15,000, not to exceed $35,000

B. Amending Council Policy 000-17, *Order of Agenda for Council Meetings* and Deleting Council Policy 100-2, *Courtesy Golf Play*
Reference: Thomas Frutchey, City Manager
Action:
1. Adopted changes to Council Policy 000-17, *Order of Agenda for Council Meetings,* to reflect the results of several improvements piloted by the Council over the last year

ITEM 6.B.2 PULLED FROM CONSENT AND MOVEDTO ITEM NO. 13B PER COUNCIL APPROVAL

2. Adopt a resolution deleting Council Policy 100-2, *Courtesy Golf Play*, effective April 1, 2014 since the agreement between the City and CourseCo approved by the Council on March 2, 2014 incorporates the agreed-upon approach to courtesy golf going forward

C. Resolution Authorizing a Lien on 1228 Miles Avenue
Reference: Terri C. Schaeffer, Code Compliance Officer
Action: Approved Resolution No. 14-014 approving placement of a lien in the amount of $ 13,525.88 on 1228 Miles Laurel Avenue

D. Resolution Authorizing a Lien on 171 Laurel Avenue
Reference: Terri C. Schaeffer, Code Compliance Officer
Action: Approved Resolution No. 14-015 approving placement of a lien in the amount of $9,115 on 171 Laurel Avenue

7. ORDINANCES

A. Ordinance to increase purchasing authority of the City Manager
Reference: Thomas Frutchey, City Manager
Action: Held second reading and adopted Ordinance No. 14-005 amending the Municipal Code to increase the City Manager's purchase value Not-to-Exceed $35,000.

8. REPORTS – INFORMATION ONLY

A. Recreation Board January 14, 2014 Meeting Minutes
Reference: Don Mothershead, Recreation Coordinator
Received

B. Recreation Board February 24, 2014 Meeting Minutes
Reference: Don Mothershead, Recreation Coordinator
Received

C. Recreation Board March 11, 2014 Meeting DRAFT Minutes
Reference: Don Mothershead, Recreation Coordinator
Received

9. REPORTS – REQUIRING ACTION

A. Nominations made to Pacific Grove Boards and Commissions are as follows:
Reference: Mayor Bill Kampe
Action: Approved the appointments to the following Boards and Commissions:

1. Traffic Safety Commission
   Linda Petersen (3/19/14 – 1/31/16)
2. Golf Links Advisory Commission (GLAC)
   Vanessa Bredthauer (3/19/14 – 1/31/16)
3. Historic Resources Committee (HRC)
   Dennis Tarmina (3/19/14 – 1/31/16)
4. Architectural Review Board (ARB)
   Larry Doocy (3/19/14 – 1/31/16)

10. MEETING MINUTES OF COMMISSIONS, BOARDS, AND COMMITTEES

None.

REGULAR AGENDA

11. PUBLIC HEARINGS

A. None.

12. UNFINISHED AND ONGOING BUSINESS

A. Museum Accessioning of the Edwardian Hat
Reference: Thomas Frutchey, City Manager
Museum staff, Dr. Annie Holdren and Mr. Paul VandeCarr, gave an overview of the Edwardian Hat and referenced a picture taken at Lovers Point before 1908.
Public Comment: None.
Action: Motion was made by Councilmember Huitt and passed 6-0-1, with Councilmember Lucius absent, to approve the accession of the1904 Edwardian Hat into the Museum Collection

B. Update of recent actions and action plan from the Pension Subcommittee; and direction provided for future activities.
Reference: Mayor Bill Kampe, Councilmembers Rudy Fischer and Casey Lucius
Action: Motion was made by Councilmember Cohen and carried 6-0-1, with Councilmember Lucius absent, to disband the Pension Subcommittee now, as it has completed its assigned tasks and, if needed, can be restarted in the future

C. Update on the Historic Preservation Ordinance (HPO) Ad Hoc Committee was provided.
Reference: Mayor Bill Kampe
Action: Report received, discussion held, and consensus to suspend operations of this Committee until staffing returns to levels that permit full support

13. NEW BUSINESS

A. Parklet Pilot Project
Reference: Kurt Overmeyer, Economic Development Manager
Public Comment: Todd Champaign, Moe Ammar, Sally Moore, Christine Highland, and Nancy Alvarez
Action:

1. Motion was made by Councilmember Cohen and carried 5-1-1, with Councilmember Miller dissenting and Councilmember Lucius absent, approving the implementation of four parklets in the Downtown and Central Avenue commercial areas as a pilot project, and directing staff to address in the memoranda of understanding the concerns that have been raised.
2. Motion was made by Councilmember Cohen and carried 5-1-1, with Councilmember Miller dissenting and Councilmember Lucius absent, to authorize the purchase of decorative planters and traffic barriers, for an amount not to exceed $15,000.

RECESS WAS TAKEN BETWEEN 7:55 TO 8:05 PM

ITEM 6.B.2 PULLED FROM CONSENT AND MOVED TO ITEM NO. 13B

13 B. Reference: Thomas Frutchey, City Manager

2. Adopt a resolution deleting Council Policy 100-2, *Courtesy Golf Play*, effective April 1, 2014 since the agreement between the City and CourseCo approved by the Council on March 2, 2014 incorporates the agreed-upon approach to courtesy golf going forward.

Public Comment: Darian Houde, Bruce Obbink, and Walt Matteson
Action: The Council requested by consensus that the City Manager meet with CourseCo for resolution and return to the Council on April 2, 2014.

14. FULL PRESENTATIONS

None.

15. REPORTS OF COUNCIL MEMBERS

A. None.

CLOSED SESSION

The Council adjourned to Closed Session at 9:34 p.m.

16. **PUBLIC COMMENT ON CLOSED SESSION MATTERS**

A. Conference with Labor Negotiators; City Representatives: Thomas Frutchey, City Manager, Beth Kastrup, Human Resources Analyst, Jeff Killian, Interim Finance Director (Gov. Code § 54957.6)
   1. General Employees Association
   2. Management Employees Association
   3. Police Officers Association
   4. Unrepresented Employees

Closed Session Report provided by City Attorney Laredo stating although discussion was held at this time there was no reportable action.

ADJOURNMENT

The regular scheduled Council meeting of March 19th, 2014 adjourned at10:08 PM.

Respectfully submitted,

THOMAS FRUTCHEY

Thomas Frutchey
City Clerk (Acting)

Approved by Mayor: Robert Huitt Date 4/17/14

Attest by City Manager: THOMAS FRUTCHEY Date 4-17-14

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

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

MEETING DATE: June 19, 2024

SUBJECT: Lighthouse Avenue Sidewalk Widening Project

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

RECOMMENDATION

1. Authorize the City Manager to go out to bid for the construction of the Lighthouse Avenue Sidewalk Widening Project.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

In June of 2020, the City Council ratified emergency measures taken by the City Manager to streamline the processes through which businesses could offer outside dining. By August 1, 2020, approximately 11 restaurants were operating parklets on City property under the temporary rules established by the local emergency. In 2021 and 2022, the City Council adopted an ordinance with one-year sunset provisions that clarified the scope and effect of the temporary Parklet Program and Outside Dining rules.

At its March 22, 2023, meeting the City Council adopted Ord. 23-004, which expands the encroachment permit process to allow parklets in the public right-of-way.

With the adoption of Ord. 23-004, parklets are now authorized through an annual, temporary encroachment permit. Issuing an annual encroachment permit allows the parklets to remain temporary and revocable if the conditions noted on the encroachment permit are not met. Adoption of Ord. 23-004 also formed a subcommittee, consisting of Council Members Beck, Coletti, and McDonnell. Since late October 2023, Council Member Beck has recused herself from participation in the parklet subcommittee. The subcommittee continued its efforts and developed the Lighthouse Avenue Sidewalk Widening Project.

The intent of the parklet subcommittee was to address the numerous inquiries and concerns related to the three parklets at Lighthouse Ave and Fountain Ave, and to devise methods to best address the safety concerns and potential conflicts between pedestrians and vehicles created by the parklets on this block. The subcommittee was charged with evaluating and presenting a solution for the parklets in front of Aliotti's Victorian Corner, Rudolfo's Cafe, and Wild Fish Restaurant that could serve as the initial pilot program for a downtown outdoor dining experience.

With increased visibility and safety front of mind, the subcommittee, in consultation with the City's contracted traffic engineer, recommended consideration of extending the sidewalk, where parklets currently exist.

To address pedestrian safety, the subcommittee recommended harnessing curb extensions as tools for enhancing public safety at intersections. Curb extensions provide pedestrians with greater visibility by encroaching into a traditional parking lane and removing visual obstructions. Additional benefits of this project would include enhanced walkability for residents and visitors, improved drainage and flood protections, and permanent enhancement of the buildings and businesses in the most historic section of our downtown business district. Curb extensions also shorten crossing distances, further enhancing safety.

The subcommittee met numerous times between March of 2023 and February of 2024, including two meetings with stakeholders, which included the directly impacted property owners and tenants.

The sidewalk extension square footage will vary from each of the three properties, due to the width of the building, but the length of the parklets are consistent. The total sidewalk extension will be 26 feet from the face of the building, with approximately 18 feet of space reserved for outdoor dining and 8 feet for pedestrian travel. The dining space will be enclosed by a uniform fence where the restaurateur can determine the configuration of their tables.

City Staff, in conjunction with the members of the subcommittee, presented a rendering and options to the City Council at their February 21, 2024 meeting. At the meeting, the Council authorized the City Manager to finalize plans utilizing the preferred configuration as noted at the February meeting and described below.

Since the February meeting, Staff has commenced with formally engineering of the preferred configuration and determined the design details.

Preferred Configuration

The preferred configuration for the sidewalk extension allows proper alignment with the crosswalks along with vehicle and pedestrian movements, a bulb out will also have to be created on the Southeast side of Lighthouse and Fountain Avenue. This would include reconstruction of the Fountain Avenue intersection to ensure proper drainage and slope.

City Staff began finalizing the plans so bids could be solicited for construction. To complete the plan set the following items have been reviewed and plan sheets have been prepared for inclusion into the bidding packet, per Council's direction:

a. Fencing details
b. Demolition plan for existing parklets, and
c. Tree and streetlighting details

The proposed sidewalk extension only addresses parklets within the block between Grand and Fountain Avenues. The continuation of the existing parklet and the opportunity to request new parklets through the encroachment permit process as specified in Title 15 of the City Code will continue. Encroachment permits for parklets run concurrently with the Fiscal Year. Staff is prepared to begin the renewal process for all parklets. Further discussion on special conditions that will be included to terminate the existing parklets earlier than one year is described in the companion Council Agenda report this evening to this item. Staff is receiving quotes for a consultant to prepare an outside dining manual which is also further described in the companion Council Agenda report.

A tentative schedule has been developed for the preparation of the draft Outside Dining Manual (scope to be determined through the companion staff report discussion and direction) and sidewalk extension project. The schedule is as follows:

June 19, 2024: Staff to present finalized plan set to Council for sidewalk widening project

July 3, 2024: Staff to present agreement with BFS, if necessary, to Council for the drafting of the Outside Dining Manual

July 8, 2024: Release of RFP for construction of sidewalk widening

August 9, 2024: Proposals accepted for construction of sidewalk widening

September 4 or 18, 2024: Construction bid awarded by the City Council and draft Outside Dining Manual presented to the City Council

Fall 2024: Construction

CEQA
Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378 Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

OPTIONS

1. Authorize the City Manager to release a call for bids
2. Do not authorize the City Manager to seek bids for the Lighthouse Avenue Widening Project

FINANCIAL IMPACT:
As part of the FY23/24 Capital Improvement Plan (CIP), the City Council allocated $50,000 for the Design of Sidewalk Extension for Outside Dining Uses (CIP24-06). At the time of this writing, $21,498 has been expended, but there are pending invoices for engineering and finalization of the construction plan set.

As part of the engineering of the sidewalk extension, a construction estimate has been developed and is as follows.

Civil/Flat Work: Sidewalk extension, bulb-outs, curb ramps, drainage and intersection improvements	$251,250
Decorative details, including demo of existing infrastructure, installing lighting, trees, fencing, contingencies, and additional features	$152,818
Estimated Project Total	$404,068

Please note, that the Council would need to approve additional funding (via a budget amendment or through the FY24/25 CIP process) to allow for sufficient funding to demolish the existing parklets and construct the designed improvements. If the Council authorizes the City Manager to release an RFP for construction, staff recommends receiving proposals and determining the true cost of the project. Once staff receives the actual cost for the project, a budget amendment can be presented to the Council for consideration.

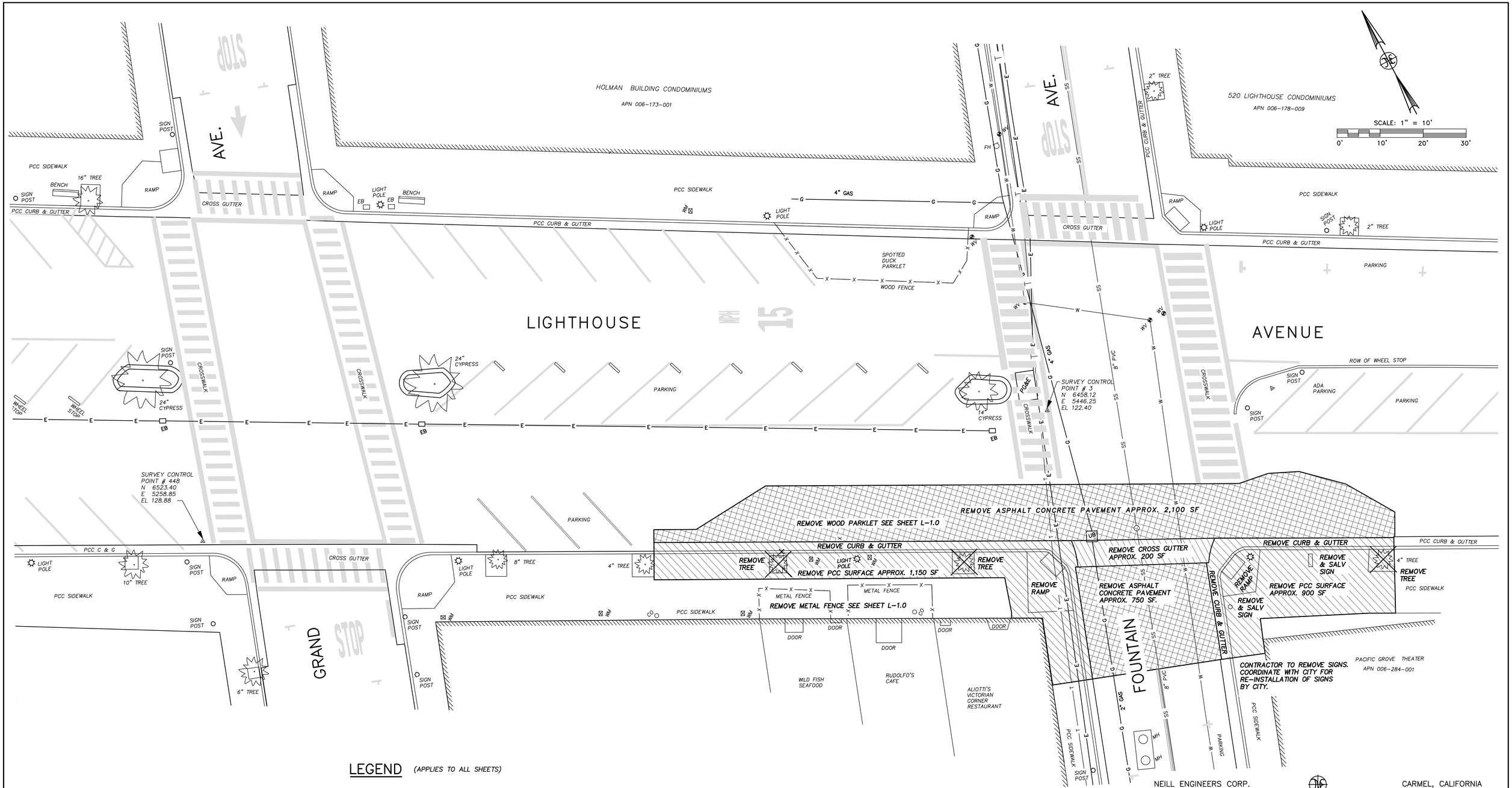
Additionally, the preparation of an Outside Dining Manual may also require a budget amendment for the document to be completed depending on the final scope.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Rendering
Plans
Engineers Estimates


Victorian Corner Restaurant



LEGEND (APPLIES TO ALL SHEETS)

- SURVEY CONTROL POINT
- CLEAN OUT
- SEWER OR STORM MANHOLE
- METAL FENCE
- SANITARY SEWER
- WATER MAIN
- GAS LINE
- ELECTRIC LINE
- UTILITY BOX
- LIGHT POST
- ELECTRICAL BOX
- WATER METER BOX
- WATER VALVE BOX
- SPOT ELEVATION DECIMAL PT. INDICATES HORIZONTAL POSITION
- TREE

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AREAS TO BE REMOVED

LIMITS SHOWN ARE APPROXIMATE. EXACT LIMITS TO BE DETERMINED IN FIELD AT TIME OF CONSTRUCTION.

- REMOVE AC PAVEMENT AREA
- REMOVE PCC CURB & GUTTER, CROSS GUTTER, CURB RAMP, SIDEWALK AREAS.

REGISTERED PROFESSIONAL ENGINEER SHERMAN W. LOW No. 29411 EXP. 3-31-25 CIVIL STATE OF CALIFORNIA

NEILL ENGINEERS CORP. CARMEL, CALIFORNIA

PCC CONCRETE & AC PAVEMENT REMOVAL PLAN

LIGHTHOUSE AVENUE SIDEWALK WIDENING

BETWEEN FOUNTAIN AVE AND GRAND AVE

CITY OF PACIFIC GROVE, CALIFORNIA

W.O. 8476 JUNE 2024 SCALE: 1"=10'

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HOLMAN BUILDING CONDOMINIUMS
APN 006-173-001

520 LIGHTHOUSE CONDOMINIUMS
APN 006-178-009

SCALE: 1" = 10'
0' 10' 20' 30'

LIGHTHOUSE AVENUE

GRAND AVE.

STOP

PCC SIDEWALK
PCC CURB & GUTTER
CROSS GUTTER
RAMP
BENCH
SIGN POST
16" TREE
LIGHT POLE
EB
WM
4" GAS
FH
SPOTTED DUCK PARKLET
WOOD FENCE
PARKING
CROSSWALK
WHEEL STOP
24" CYPRESS
14" CYPRESS
SURVEY CONTROL POINT # 3
N 6458.12
E 5446.25
EL 122.40
SURVEY CONTROL POINT # 448
N 6523.40
E 5258.85
EL 128.88
10" TREE
8" TREE
4" TREE
2" TREE
ROW OF WHEEL STOP
ADA PARKING
PACIFIC GROVE THEATER
APN 006-284-001

CURVE DATA
R=12' FC,
Δ=38°10'20"
L=8.0'

CURVE DATA
R=12' FC,
Δ=38°17'02"
L=8.0'

CURVE DATA
R=12' FC,
Δ=29°58'32"
L=6.3'

CURVE DATA
R=15' FC
Δ=81°43'43"
L=21.4'

CURVE DATA
R=15' FC
Δ=98°31'36"
L=25.80'

3' WIDE CONFORM STRIP
5' WIDE CONFORM STRIP
CONSTRUCT 135 LF OF CURB & GUTTER
CONST. APPROX. 1,450 SF CONCRETE SIDEWALK
CONSTRUCT NEW CROSS GUTTER 6' WIDE X 45 FT LONG
CONST. CURB RAMP 120 SF
CONSTRUCT 74 LF CURB & GUTTER
CONST. APPROX. 850 SF CONCRETE SIDEWALK
RAISE MH
RAISE UB
REGRADE AND RECONST. APPROX. 1,100 SF OF AC PAVEMENT WITH 6" AC, 8" CL.2 AB
STREETLIGHT TO REMAIN IN PLACE
PRESERVE & PROTECT TREE
RE-INSTALL 4" PVC CURB DRAINS
RAISE WM TYP-2
STREET LIGHT TO BE RELOCATED SEE LANDSCAPE ARCHITECT PLAN
CONSTRUCT TREE WELL-TYP-4 SEE LANDSCAPE ARCHITECT PLANS
FLOW LINE
50.6
9.8
5.5
16.9'
27.6'
18.8'
8" PVC
4" PVC
4" GAS
2" GAS

WILD FISH SEAFOOD
RUDOLFO'S CAFE
ALIOTTI'S VICTORIAN CORNER RESTAURANT
DOOR

LEGEND (APPLIES TO ALL SHEETS)

SURVEY CONTROL POINT	UTILITY BOX
CLEAN OUT	LIGHT POST
SEWER OR STORM MANHOLE	ELECTRICAL BOX
METAL FENCE	WATER METER BOX
SANITARY SEWER	WATER VALVE BOX
WATER MAIN	SPOT ELEVATION DECIMAL PT. INDICATES HORIZONTAL POSITION
GAS LINE	
ELECTRIC LINE	TREE

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NOTES

1. UNDERGROUND UTILITIES AND SERVICES MAY NOT BE ALL SHOWN. CONTRACTOR SHALL CONTACT U.S.A. (800-227-2600). TO IDENTIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
2. NEW FINISHED GRADES SHOWN ARE SUBJECT TO FIELD MODIFICATIONS DURING CONSTRUCTION.
3. CONTRACTOR SHALL CONSTRUCT CURB RAMP TO BEST FIT ADA STANDARDS.
4. ALL UTILITY BOXES AND SIGN POLES LOCATED WITHIN THE SIDEWALK AREAS SHALL BE ADJUSTED AND RE-SET PRIOR TO POURING OF NEW SIDEWALK. CO-ORDINATE WITH CITY FOR RE-INSTALLATION OF SIGNS.
5. SEE LANDSCAPE ARCHITECT PLANS FOR NEW TREE WELLS AND STREET LIGHT RELOCATIONS.

REGISTERED PROFESSIONAL ENGINEER
SHERMAN W. TOM
No. 29411
EXP. 3-31-25
CIVIL
STATE OF CALIFORNIA

NEILL ENGINEERS CORP. CARMEL, CALIFORNIA

IMPROVEMENT PLAN

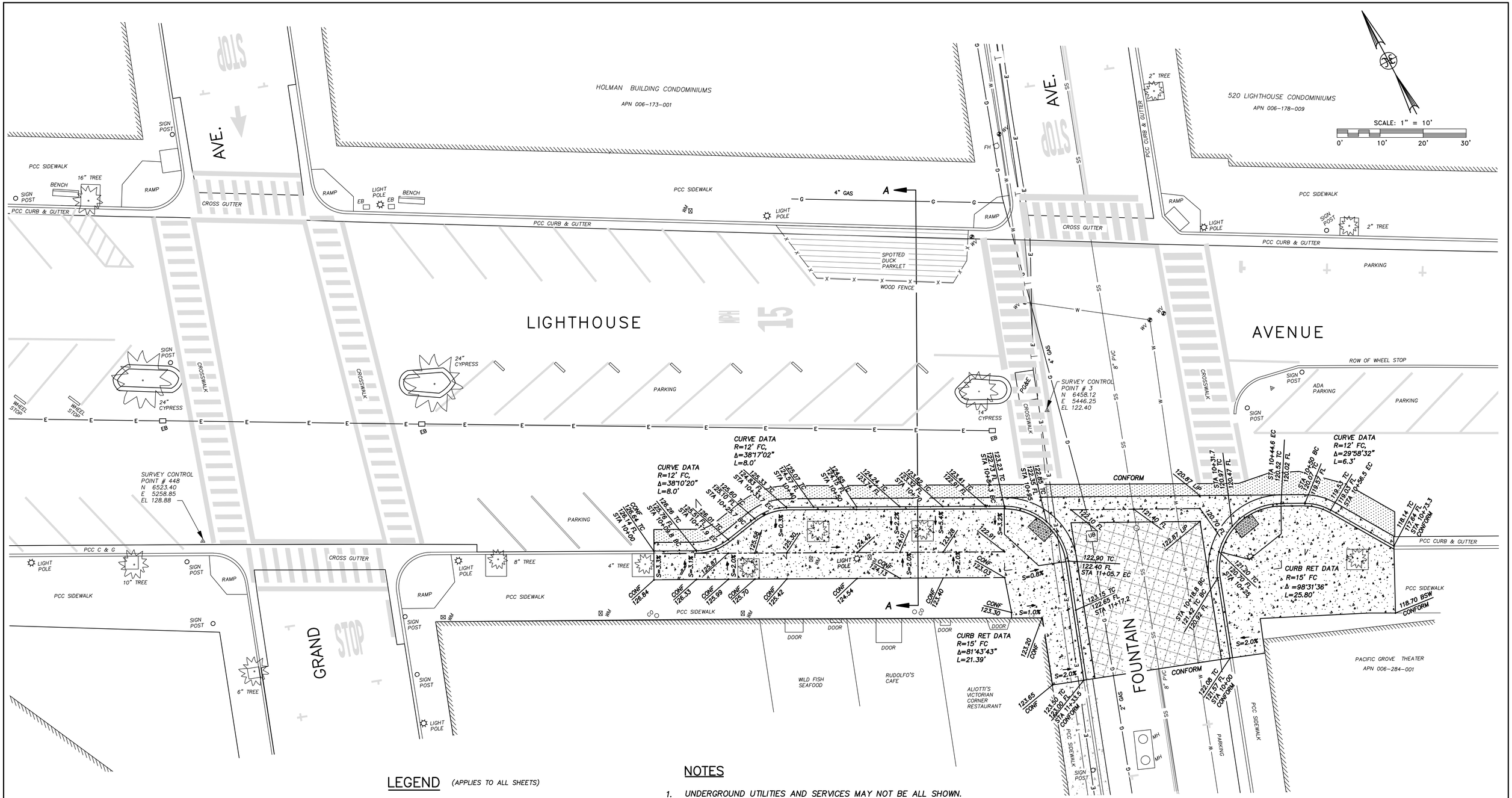
LIGHTHOUSE AVENUE SIDEWALK WIDENING

BETWEEN FOUNTAIN AVE AND GRAND AVE

CITY OF PACIFIC GROVE, CALIFORNIA

W.O. 8476 JUNE 2024 SCALE: 1"=10'

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LEGEND (APPLIES TO ALL SHEETS)

- SURVEY CONTROL POINT
- CLEAN OUT
- SEWER OR STORM MANHOLE
- METAL FENCE
- SANITARY SEWER
- WATER MAIN
- GAS LINE
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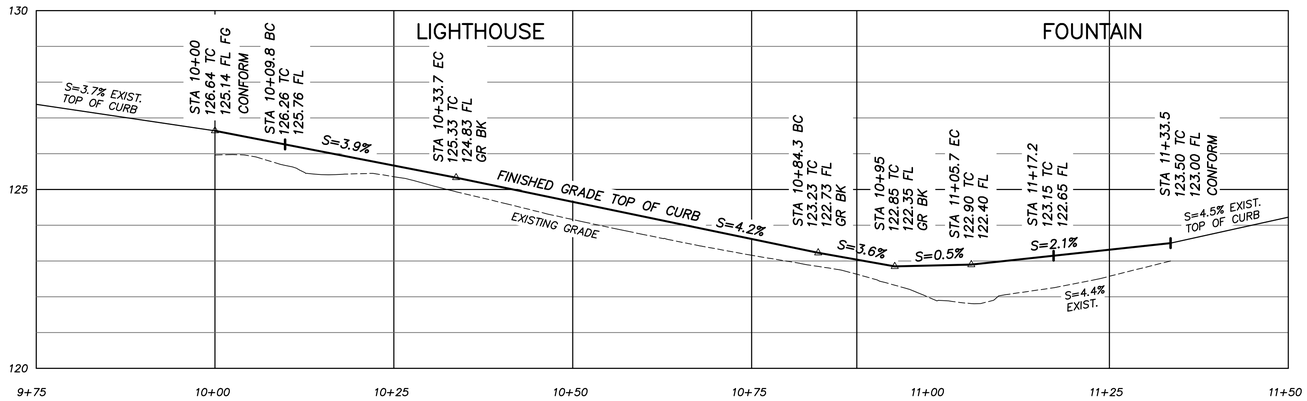
REGISTERED PROFESSIONAL ENGINEER
SHERMAN W. JOE
No. 29411
EXP. 3-31-25
CIVIL
STATE OF CALIFORNIA

NEILL ENGINEERS CORP. CARMEL, CALIFORNIA

FINISHED GRADE ELEVATIONS
LIGHTHOUSE AVENUE SIDEWALK WIDENING
BETWEEN FOUNTAIN AVE AND GRAND AVE
CITY OF PACIFIC GROVE, CALIFORNIA

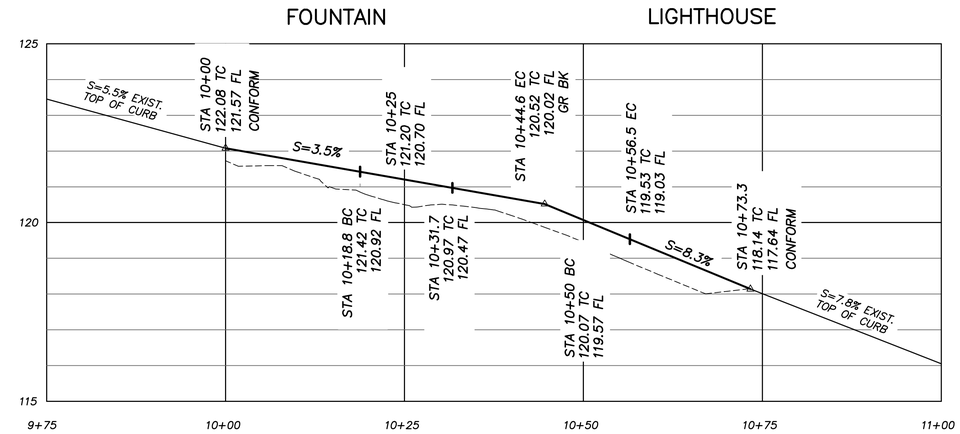
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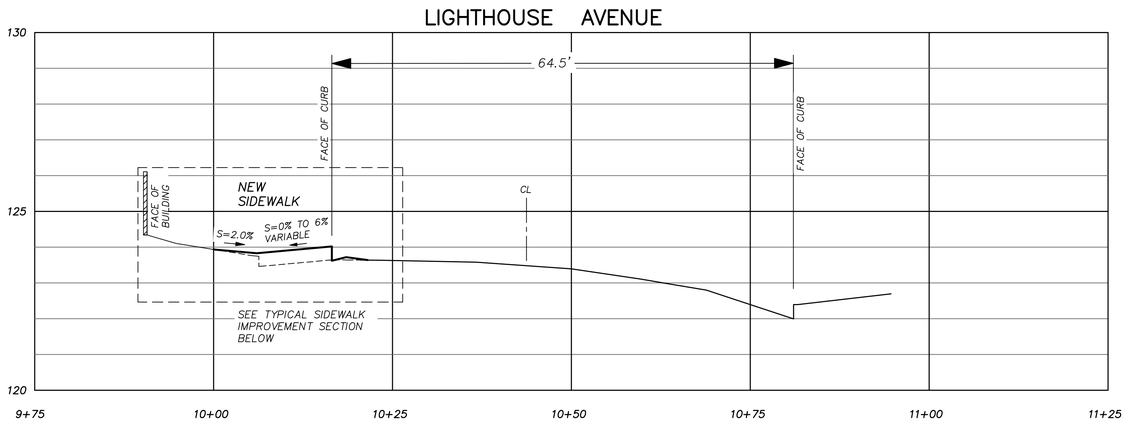
SOUTH & WEST CURB PROFILE
LIGHTHOUSE & FOUNTAIIN

SCALE: 1"=10' H
1"=2' V



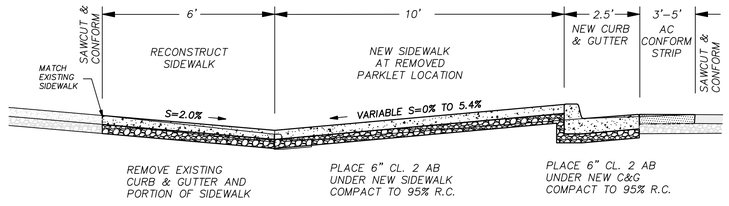
EAST & SOUTH CURB PROFILE
LIGHTHOUSE & FOUNTAIIN

SCALE: 1"=10' H
1"=2' V



STREET CROSS SECTION A–A

SCALE: 1"=10' H
1"=2' V



TYPICAL SIDEWALK IMPROVEMENT SECTION

NOT TO SCALE

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REGISTERED PROFESSIONAL ENGINEER SHERMAN W. LOW No. 29411 EXP. 3-31-25 CIVIL STATE OF CALIFORNIA

NEILL ENGINEERS CORP. CARMEL, CALIFORNIA

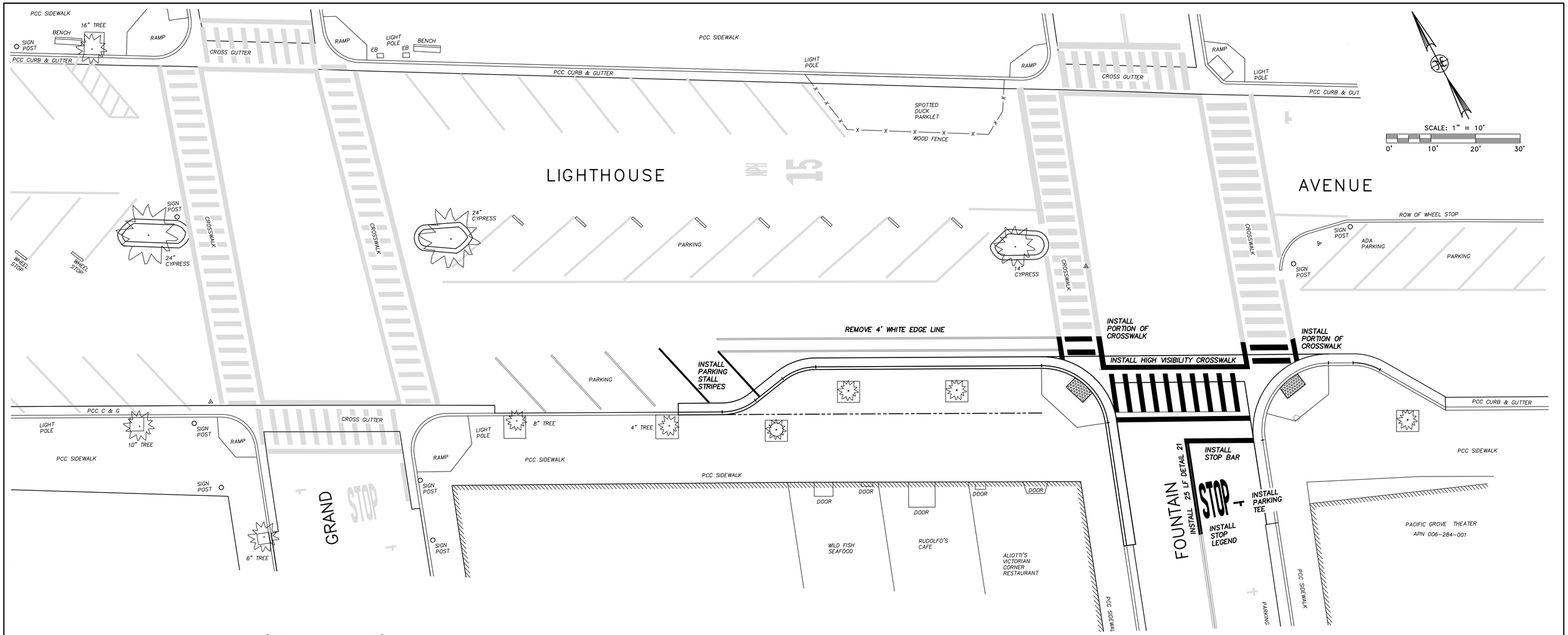
PROFILES & SECTIONS
LIGHTHOUSE AVENUE SIDEWALK WIDENING

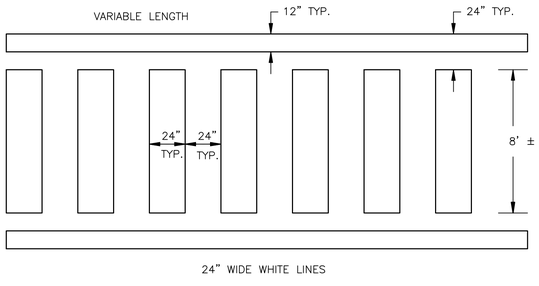
BETWEEN FOUNTAIN AVE AND GRAND AVE

CITY OF PACIFIC GROVE, CALIFORNIA

W.O. 8476 JUNE 2024 SCALE: AS SHOWN

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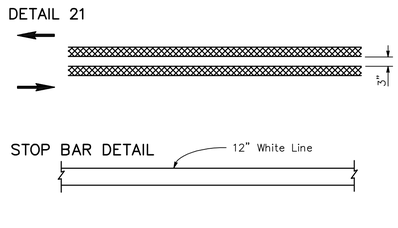


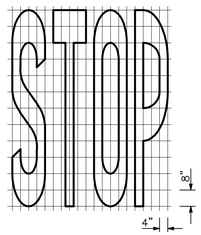
24" WIDE WHITE LINES

NOTE: BARS STRIPES ARE TO BE PARALLEL TO THE DIRECTION OF TRAVEL

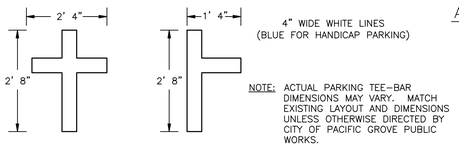
HIGH VISIBILITY CROSSWALK

NOT TO SCALE





A=22 sq ft



NOTE: ACTUAL PARKING TEE-BAR DIMENSIONS MAY VARY. MATCH EXISTING LAYOUT AND DIMENSIONS UNLESS OTHERWISE DIRECTED BY CITY OF PACIFIC GROVE PUBLIC WORKS.

PARKING TEE-BARS

NOT TO SCALE

STRIPING AND MARKING NOTES:

1. ALL NEW TRAFFIC STRIPING AND MARKINGS SHALL BE THERMOPLASTIC.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LAYOUT WORK REQUIRED FOR STRIPING AND PAVEMENT MARKINGS. LAYOUT SHALL BE APPROVED BY THE CITY TRAFFIC ENGINEER PRIOR TO APPLICATION.
3. MATCH EXISTING CROSSWALKS WIDTHS FOR LIGHTHOUSE AVE. CROSSINGS.
4. ALL HIGH VISIBILITY CROSSWALK BARS SHALL BE INSTALLED PARALLEL TO THE DIRECTION OF TRAFFIC.

811 Know what's below. Call before you dig.

REGISTERED PROFESSIONAL ENGINEER
SHERMAN W. TOM
No. 29411
EXP. 3-31-25
CIVIL
STATE OF CALIFORNIA

NEILL ENGINEERS CORP. CARMEL, CALIFORNIA

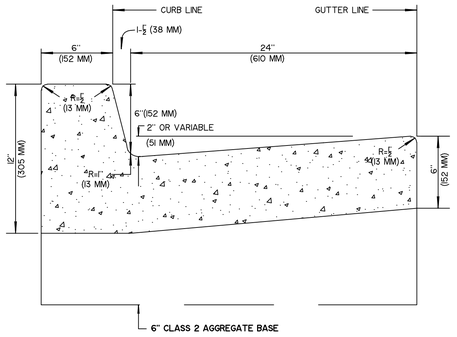
MARKING PLAN
LIGHTHOUSE AVENUE SIDEWALK WIDENING

BETWEEN FOUNTAIN AVE AND GRAND AVE

CITY OF PACIFIC GROVE, CALIFORNIA

W.O. 8476 JUNE 2024 SCALE: 1"=10'

Y:\PROJECTS\dwg\PacificGrove\8476 PG LH WIDENING\8476-PROJECT\dwg\8476 LH SWK WIDENING.dwg 6-10-24 11:42:33 AM



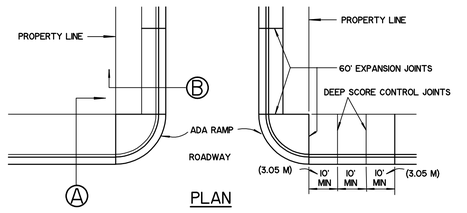
NOTES:

1. ALL WORKS SHALL BE DONE IN ACCORDANCE WITH SECTION 73 OF STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS
2. TOP AND FRONT OF CURBS AND GUTTERS TO BE FINE BRUSH FINISH AFTER TROWELLING; BRUSHING TO BE PARALLEL TO THE LINE OF THE CURB.
3. CONCRETE TO BE CLASS B (5 SACK).
4. PLACE 6" MIN CLASS 2 AGGREGATE BASE.

CITY OF PACIFIC GROVE

STANDARD DETAILS FOR STREET IMPROVEMENTS

DESIGNED BY	TITLE		
DRAWN BY AP	CURB & GUTTER		DETAIL No. 100
CHECKED BY	APPROVED	DATE	
	CITY ENGINEER	RCE NO. 2941	



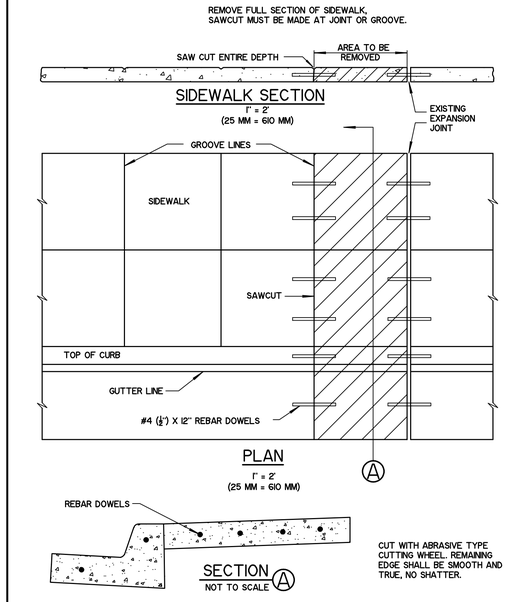
NOTES:

1. CONCRETE TO BE CLASS "B" (5 SACK) .
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH SECTION 73 OF STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
3. FINISH SHALL BE BROOM OVER STEEL TROWEL OTHER FINISHES SUBJECT TO CITY APPROVAL INCLUDING COLORS.

CITY OF PACIFIC GROVE

STANDARD DETAILS FOR STREET IMPROVEMENTS

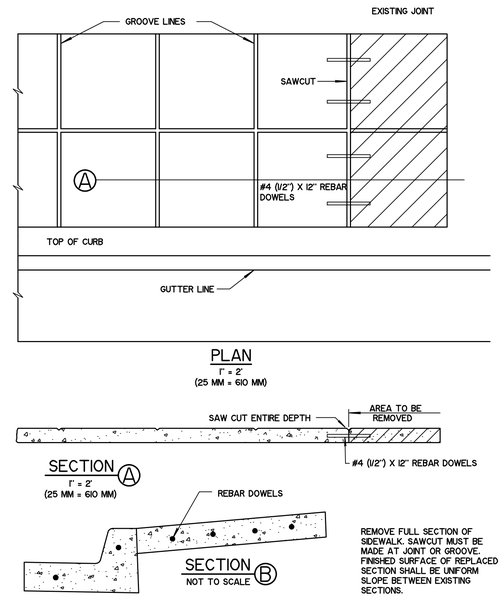
DESIGNED BY	TITLE		
DRAWN BY AP	SIDEWALK		DETAIL No. 106
CHECKED BY	APPROVED	DATE	
	CITY ENGINEER	RCE NO. 2941	



CITY OF PACIFIC GROVE

STANDARD DETAILS FOR STREET IMPROVEMENTS

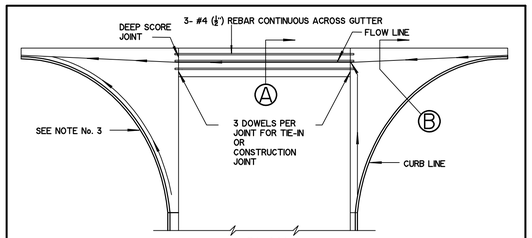
DESIGNED BY	TITLE		
DRAWN BY AP	REMOVAL OF CONCRETE CURB AND SIDEWALK		DETAIL No. 110
CHECKED BY	APPROVED	DATE	
	CITY ENGINEER	RCE NO. 2941	



CITY OF PACIFIC GROVE

STANDARD DETAILS FOR STREET IMPROVEMENTS

DESIGNED BY	TITLE		
DRAWN BY AP	REPLACEMENT OF CONCRETE SIDEWALK		
CHECKED BY	APPROVED	DATE	
	CITY ENGINEER	RCE NO. 2941	



NOTES:

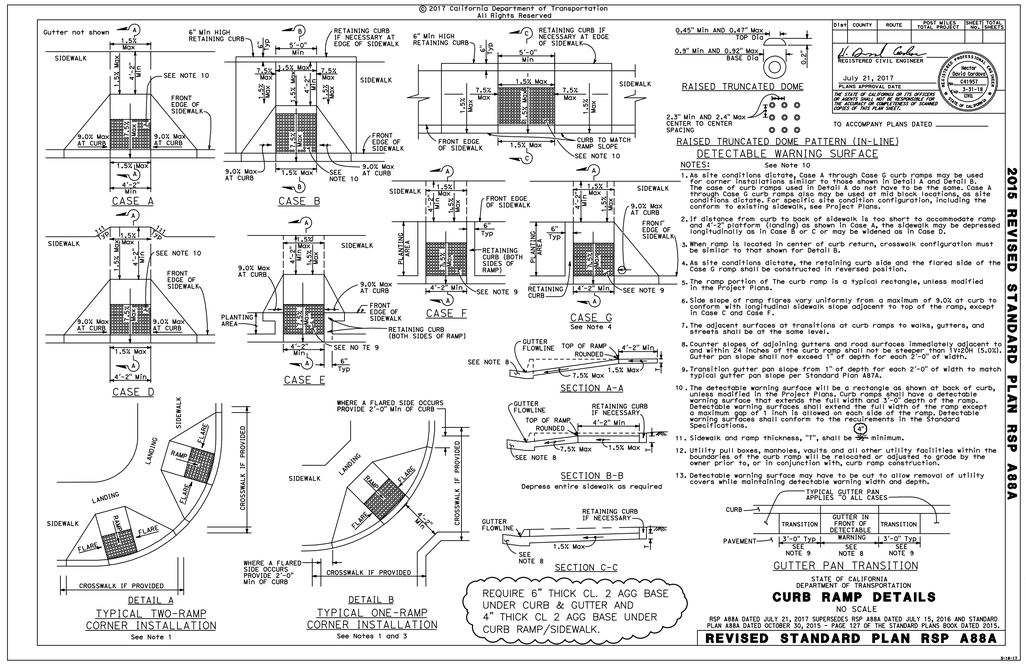
1. CONCRETE TO BE CLASS "B" (5 SACK) .
2. FINISH SHALL BE BROOM OVER STEEL TROWEL.
3. PROVIDE CURB RAMPS AS REQUIRED.

CITY OF PACIFIC GROVE

STANDARD DETAILS FOR STREET IMPROVEMENTS

DESIGNED BY	TITLE		
DRAWN BY AP	OPEN CROSS GUTTER		DETAIL No. 109
CHECKED BY	APPROVED	DATE	
	CITY ENGINEER	RCE NO. 2941	

811 Know what's below. Call before you dig.



FOR LOCATIONS WHERE CURB RAMP CANNOT MEET STANDARD PLAN REQUIREMENTS, CURB RAMP SHALL BE CONSTRUCTED TO "BEST FIT" EXISTING SITE CONDITIONS.

NEILL ENGINEERS CORP. CARMEL, CALIFORNIA

STANDARD DETAILS
LIGHTHOUSE AVENUE SIDEWALK WIDENING
BETWEEN FOUNTAIN AVE AND GRAND AVE
CITY OF PACIFIC GROVE, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER SHERMAN W. LAW No. 29411 EXP. 3-31-25 CIVIL STATE OF CALIFORNIA

W.O. 8476 JUNE 2024 SCALE: 1"=10'

SHEET C6 OF 6

Y:\PROJECTS\dwg\PacificGrove\8476 PG LH WIDENING\8476-PROJECT\dwg\8476 LH SWK WIDENING.dwg 6-10-24 11:44:10 AM

LIGHTHOUSE AVENUE SIDEWALK WIDENING

100% CONSTRUCTION DOCUMENTS
PACIFIC GROVE, CALIFORNIA

PROJECT DIRECTORY

CLIENT
City of Pacific Grove, Public Works Department
2100 Sunset Dr. Pacific Grove, CA 93950
Contact: Dan Gho, dgho@cityofpacificgrove.org
831 648 5722 Ext 4203

LANDSCAPE ARCHITECT
BFS Landscape Architects
425 Pacific Street, Suite 201, Monterey, CA 93940
Contact: Oona Johnsen, oona@bfsla.com
831 646 1383

PROJECT DESCRIPTION

The area of improvement is located in the public realm, at the intersection of Lighthouse & Fountain Avenue, on the Victorian Corner Restaurant & Lighthouse Theatre side. The project includes demolishing an existing parklet along Lighthouse Ave and replacing it with a widened sidewalk and seating area. Restaurant seating is to be located against the restaurant entry and the sidewalk path of travel will move around the new seating area, towards the street curb. There will be 4 new street trees with structural soil and tree grates. No irrigation system in scope. Refer to Civil Engineering drawings for grading, drainage, hardscape, vehicular signage, street striping, and curb ramps.

GENERAL NOTES

DESIGN INTENT These Drawings and accompanying technical specifications represent the general design intent to be implemented on the site. Contractor shall be responsible for contacting the Owner's Representative for any additional clarification or details necessary to accommodate site conditions.

CONTRACTOR COORDINATION The Contractor shall coordinate and otherwise integrate his work with that of others in an efficient, craftsmanlike and timely manner so as to provide the Owner with a well-constructed, easily maintainable project. Each contractor shall notify others at least two working days in advance of covering, completing or exposing work to be installed by others.

CONTRACTORS' JOB SITE CONDITIONS Refer to Division 00 and Division 01 of the Project Specifications.

GENERAL SITE NOTES The Contractor agrees to assume sole and complete responsibility for site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the Contractor shall defend, indemnify and hold the Owner and the Design Consultant harmless from any and all liability, real or alleged in connection with the performance of work on this project, excepting liability arising from the sole negligence of the Owner or the Design Consultant.

COMPOSITE BASE SHEET The proposed improvements shown on these Drawings are superimposed on a base sheet. This base sheet is compiled from a an engineering document as made available by the Owner. The Design Consultant shall not be held liable for changes, inaccuracies, omissions or other errors on these documents. The composite base sheet is provided only as an aid, and the Contractor shall be responsible for reviewing these documents and incorporating/integrating all construction as required to accommodate same.

UTILITIES A reasonable effort has been made to locate and delineate all known underground utilities. The Contractor is cautioned that only excavation will reveal the types, extent, sizes, location and depths of such underground utilities. However, the Design Consultant can assume no responsibility for the completeness or accuracy of delineation of such underground utilities, nor for the existence of other buried objects or utilities which are not shown on these Drawings.

- For areas under public ownership or private lands with public utility easements, the Contractor is responsible for contacting utility companies prior to commencing construction, and requesting a visual verification of the locations of their underground utilities. The utility companies are members of the Underground Service Alert (USA) one-call program. Notification shall be a minimum of (2) working days in advance of performing excavation work by contacting USA North at 811 / 1-800-227-2600 / www.usanorth.org for Northern California, and DigAlert 811 / www.digalert.org for Southern California.
- For areas under private ownership and campuses not members of USA, the Contractor is responsible for engaging the services of a private utility locator for a visual verification of the locations of underground utilities. Excavation is defined as being 6 or more inches in depth below the existing surface.

CODES / STANDARDS

GENERAL: Bring conflicts between Codes, Referenced Standards, Drawings, and Specifications to the attention of the Construction Manager in writing, for resolution before taking any action. Where differences exist between codes and standards, the one affording the greatest protection shall apply. If the year of adoption is omitted from the Code or Standard designation, it shall mean the latest revision in effect on the Bid date.

PROJECT SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES:
2010 ADA Standards for Accessible Design, Department of Justice; Public Accommodations and Commercial Facilities (Title III regulations, 28 CFR Part 36, Subpart D, as amended by the final rules published on August 11, 2016, and December 2, 2016; 2004 ADAAG, 36 CFR part 1191, Appendices B and D).

Accessibility provisions of the 2022 California Building Codes (CBC): Part 2 of California Code Of Regulations, Title 24, including but not limited to:
Division 4 Accessible Routes: 11B-402 Accessible Routes; 11B-403 Walking Surfaces; 11B-404 Doors & Gates; 11B-405 Ramps; 11B-406 Curb Ramps
Division 5 General Site & Building Elements: 11B-502 Parking Spaces; 11B-503 Passenger Drop-off & Loading Zones; 11B-504 Stairways; 11B-505 Handrails
Division 7 Communication Elements & Features: 11B-703 Signs; 11B-705 Detectable Warnings

California Model Water Efficient Landscape Ordinance 2015 or local ordinance if applicable.

ABBREVIATIONS

AB	Aggregate Base
AC	Asphalt Concrete
AD	Area Drain
ALT	Alternate
APPROX	Approximate
ARCH	Architectural
BLDG	Building
BC	Bottom of Curb
BW	Bottom of Wall
BS	Bottom of Step
BOT	Bottom
CB	Catch Basin
CBC	CA Building Code
CI	Cast Iron
CL, ℄	Centerline
CLR	Clear
CM	Centimeter
CMU	Concrete Masonry Unit
CONC	Concrete
CONST	Construction
CONT	Continuous
CO	Cleanout
COORD	Coordinate
CY	Cubic Yard
DBL	Double
DEMO	Demolition
DET	Detail
DG	Decomposed Granite
DIA, Ø	Diameter
DN	Down
DWG	Drawing
(E), EX	Existing
EA	Each
EG	Existing Grade
EJ	Expansion Joint
EP	Edge of Paving
ELEV	Elevation
ELEC	Electrical
EQ	Equal
EQUIP	Equipment
EXP	Exposed
EXT	Exterior
FFE	Finished Floor Elevation
FG	Finished Grade
FL	Flow Line
FOB	Face of Building
FOC	Face of Curb
FPS	Feet Per Second
FS	Finish Surface
FSF	Finish Surface Field
FT	Foot
GA	Gauge
GALV	Galvanized
GB	Grade Break
GI	Galvanized Iron
GPH	Gallons Per Hour
GPM	Gallons Per Minute
HDG	Hot Dipped Galvanized
HDR	Header
HORIZ	Horizontal
HP	High Point
HSS	Hollow Structural Steel
ICV	Irrigation Control Valve
ID	Inside Diameter
INT	Interior
INV	Invert
LB	Pound
LF	Linear Feet
LOW	Limit of Work
LP	Low Point
MAX	Maximum
MECH	Mechanical
MED	Medium
MFR	Manufacturer
MH	Manhole
MIN	Minimum
MM	Millimeter
MTL	Metal
(N)	New
NIC	Not In Contract
NO	Number
NOM	Nominal
NTS	Not To Scale
OC	On Center
OD	Outside Diameter
OPP	Opposite
PA	Plant Area
PB	Pull Box
PE	Polyethylene
PERF	Perforated
POB	Point of Beginning
POC	Point of Connection
POS	Point on Slope
PNT	Point
PREFAB	Prefabricated
PSI	Pounds per Square Inch
PT	Pressure Treated
PVC	Polyvinyl Chloride
QTY	Quantity
R, RAD	Radius
REBAR	Reinforcement Bar
REF	Reference
REQD	Required
RIM	Rim Elevation
RND	Round
RWL	Rain Water Leader
S4S	Surface Four Sides
SCH	Schedule
SD	Storm Drain
SF	Square Foot
SIM	Similar
SPECS	Specifications
SQ	Square
SS	Sanitary Sewer
STL	Steel
SY	Square Yard
SYN	Synthetic
TBD	To be Determined
TC	Top of Curb
THK	Thick
TS	Top of Step
TYP	Typical
TW	Top of Wall
U/G	Underground
UON	Unless Otherwise Noted
VERT	Vertical
VIF	Verify in Field
W	Water
WP	Weaked Plane Joint
WV	Water Valve
WWM	Welded Wire Mesh
W/	With
WD	Wood

SYMBOLS

- 2 — Revision Callout
- 0 / L-0.0 — Elevation Callout
- 0 / L-0.0 — Section Callout
- 0 / L-0.0 — Area Plan Callout
- 1 — Reference Note
- X/L-X.X — Detail Reference

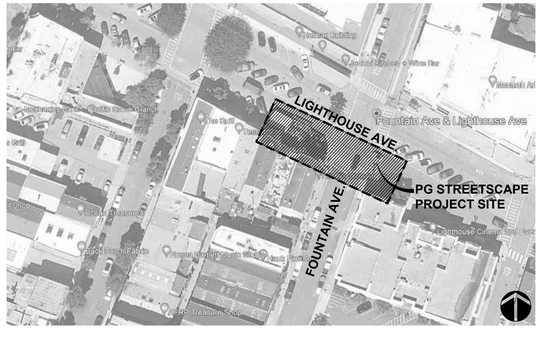
SHEET INDEX

SHEET NO:	CONTENTS:	75% CD	100% CD
L-0.0	Cover Sheet	●	●
L-1.0	Demolition Plan	●	●
L-2.0	Layout Plan	●	●
L-3.0	Planting Plan	●	●
L-4.0	Landscape Details	●	●

VICINITY MAP



LOCATION MAP



PRELIMINARY NOT FOR CONSTRUCTION
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REVISIONS:
NO. DATE DESCRIPTION

PROJECT:
LIGHTHOUSE AVE. SIDEWALK WIDENING

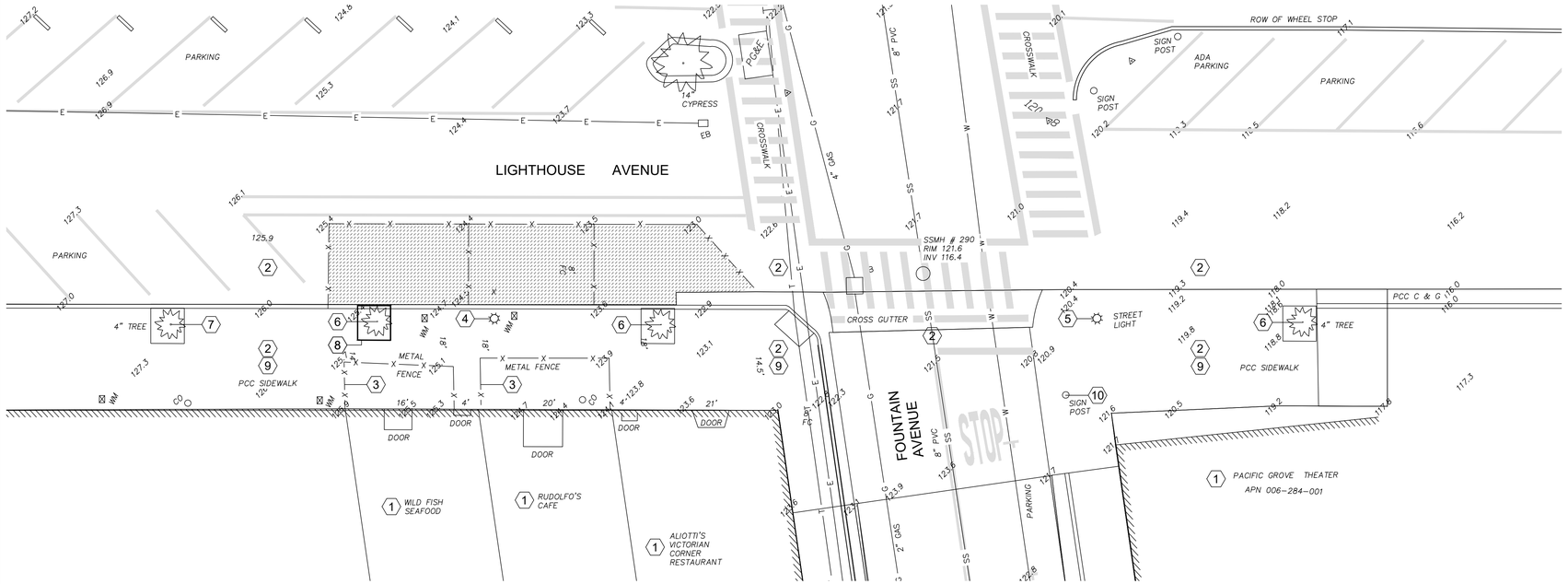
OWNER/CLIENT
City of Pacific Grove

PROJECT NO: 24.019
DATE: 05/28/2024
SCALE: AS SHOWN
DRAWN | CHECKED: MB/OJ
ISSUANCE:
100% CONSTRUCTION DOCUMENTS

SHEET NAME:
Cover Sheet

SHEET NO:
L-0.0

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LEGEND

Limit of Work Line: City Owned Public Realm; Extents per Civil Drawings.

Parklet(s): Structure and mounting, to be Demolished. Parklet includes decking, metal posts, divider/wind screen materials, overhead lights and removal of electric mounting and connections. Preserve electric connection at building.

REFERENCE NOTES

1. Building and/or structure: Preserve and protect.
2. Paving/Hardscape / Curb & gutter / Drainage facilities, TYP.: Refer to Civil Drawings
3. Metal picket fence: To be Demolished.
4. Light pole: Salvaged and store for reuse. Relocate as shown on Plan. Contractor to coordinate with City for storage location. Pull-box and electrical connection: Preserve and protect.
5. Light pole: Salvaged and store for replacement in same location. Contractor to coordinate with City for storage location. Pull-box and electrical connection: Preserve and protect.
6. Tree and major roots: to be Demolished.
7. Tree: Preserve and protect.
8. Metal tree grate & base plates: (1) Total; Salvaged and stored for reuse on the project. Contractor to coordinate with City for storage location.
9. All other above ground Utilities: Preserve and protect. If utility not shown on plan, Contractor to consult City for direction.
10. Sign & post: Contractor to review all signage on site. Salvage and store for reuse. Relocate per Civil drawings. Contractor to coordinate with City for storage location. Demolish footing.

GENERAL NOTES

1. Refer to Civil drawings for demolition of hardscape and below.
2. Contractor to verify location of all utilities in field. If there are any discrepancies in the field, Contractor to notify City.
3. All items not indicated be demolished are to be preserved and protected. See Specs.
4. Items indicated to be demolished include their concrete footings and aggregate base where present UON.

10 0 10 20

BFS LANDSCAPE ARCHITECTS
425 PACIFIC STREET #201
MONTEREY, CALIFORNIA 93940
831.646.1383 • BFSLA.COM

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REVISIONS:

NO. DATE DESCRIPTION

PROJECT:

LIGHTHOUSE AVE. SIDEWALK WIDENING

OWNER/CLIENT

City of Pacific Grove

PROJECT NO: 24.019
DATE: 05/28/2024
SCALE: AS SHOWN
DRAWN | CHECKED: MB/OJ
ISSUANCE:
100% CONSTRUCTION DOCUMENTS

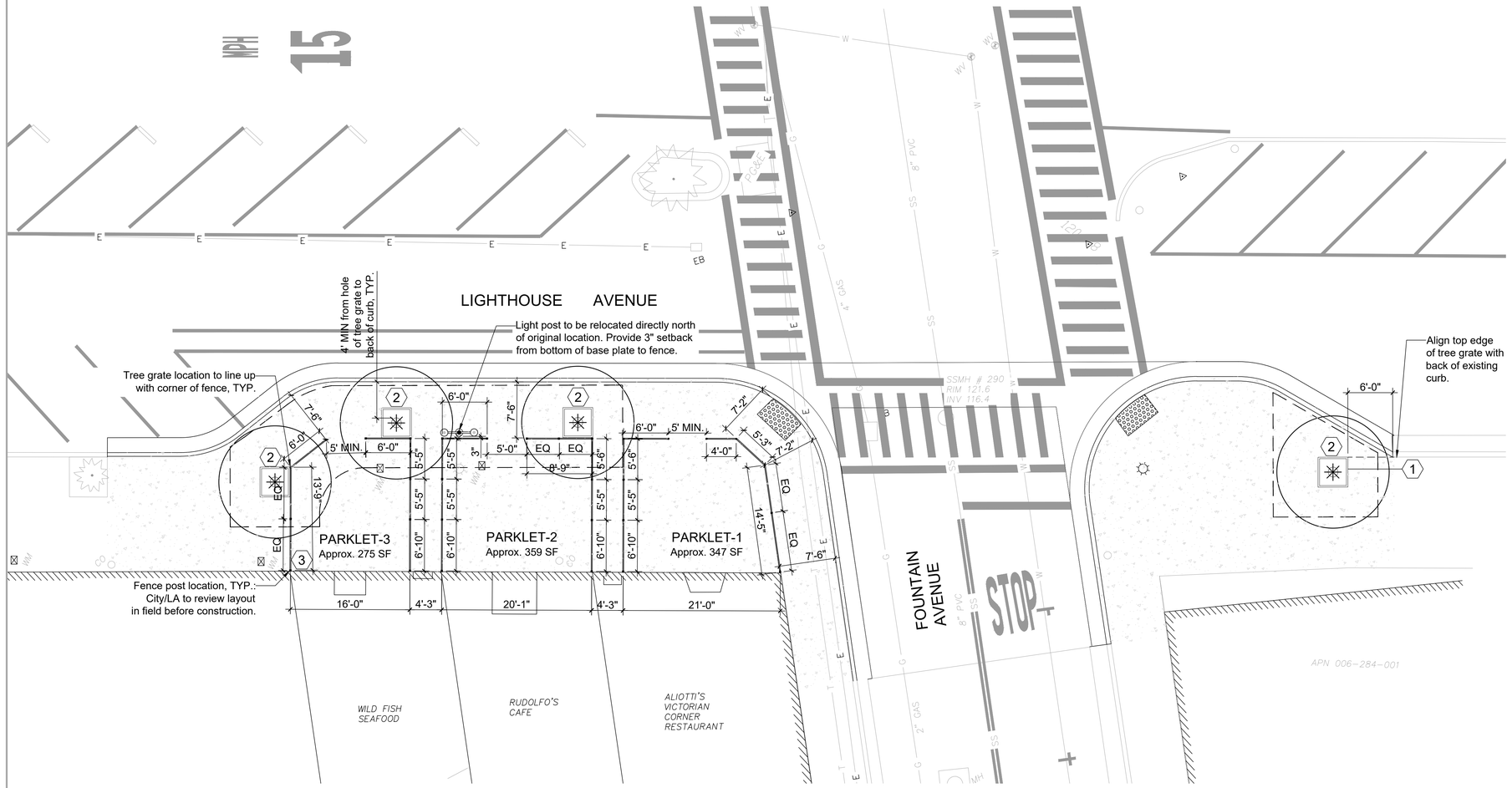
SHEET NAME:

Demolition Plan

SHEET NO:

L-1.0

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LEGEND

Limit of Work Line: City Owned Public Realm; Extents per Civil Drawings.

Hardscape/Paving: Refer to Civil Drawings

- Relocated Street Light: See Electrical Plan
- Tree grate: 3 in total are new; square 4' x 4' , Refer to detail (3/L-4.0)& (4/L-4.0). See Specs.
- Limits of structural soil: Refer to Planting Plan and Specs. Soil to be placed under paving per details. Contractor to coordinate placement with hardscape/paving work.
- Metal picket fence: Refer to Detail (1/L-4.0). See Specs.

REFERENCE NOTES

1. Relocated Tree Grate: 1 salvaged
2. New Tree: Refer to Planting Plan
3. Fence post location, TYP.

GENERAL NOTES

1. Layouts to be staked by contractor and reviewed in field by City and Landscape Architect prior to installation.
2. All dimensions may be considered +/- for purposed of field fitting to existing conditions. Review any dimension changes in field with City and Landscape Architect.

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REVISIONS:

NO. DATE DESCRIPTION

PROJECT:

LIGHTHOUSE AVE. SIDEWALK WIDENING

OWNER/CLIENT

City of Pacific Grove

PROJECT NO: 24.019
DATE: 05/28/2024
SCALE: AS SHOWN
DRAWN | CHECKED: MB/OJ
ISSUANCE:
100% CONSTRUCTION DOCUMENTS

SHEET NAME:

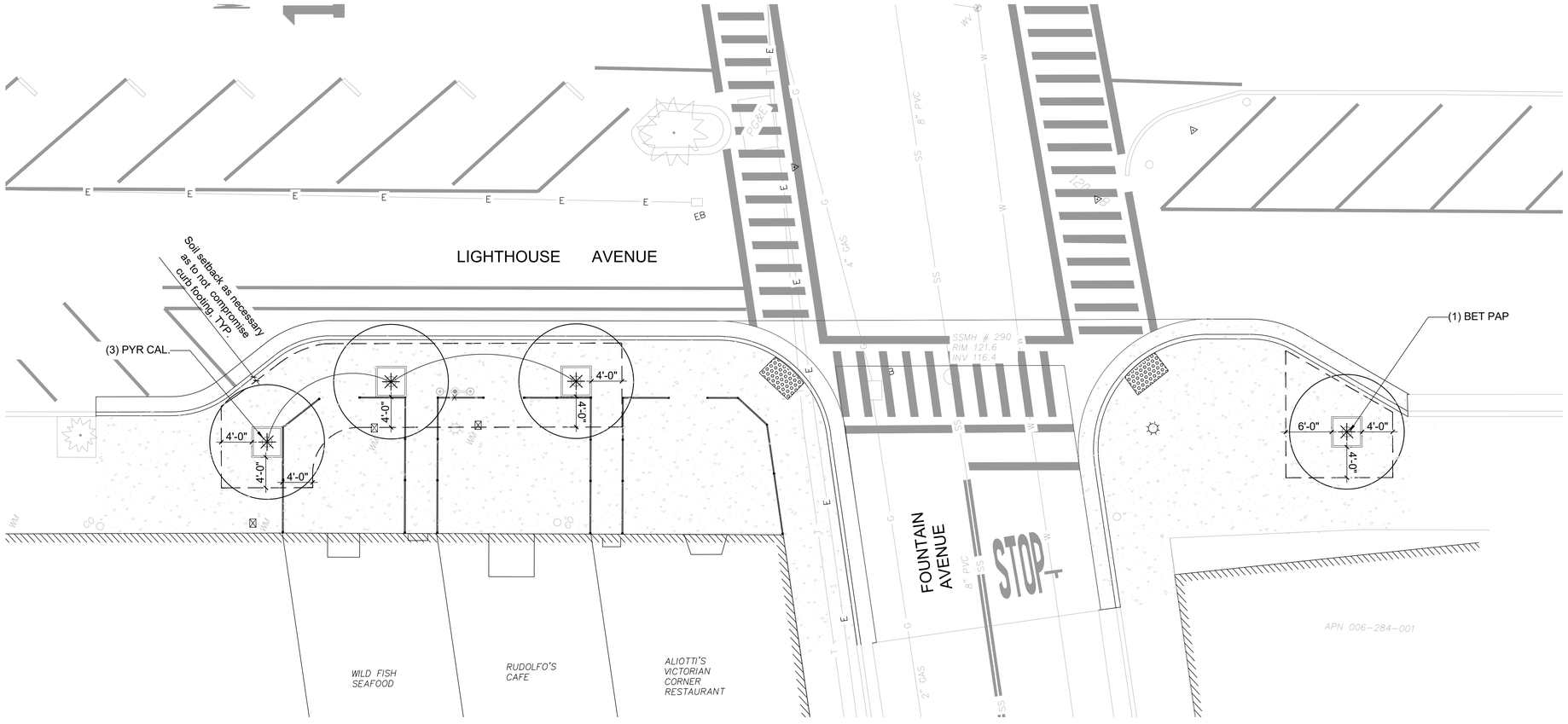
Layout Plan

SHEET NO:

L-2.0

8 0 8 16

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LEGEND

Limit of Work Line: City Owned Public Realm; Extents per Civil Drawings.

Hardscape/Paving: Refer to Civil Drawings

— — — Limits of structural soil: Refer to Planting Plan, Detail on sheet L-4.0, and Specs. Soil to be placed under paving per details. Contractor to coordinate placement with hardscape/paving work.

TREE SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE
PYR CAL	3	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	24" Box, Single Trunk, Symmetrical branching, Matched
BET PAP	1	Betula papyrifera	Paper Bark Birch	24" Box, Single Trunk, Symmetrical branching.

GENERAL NOTES

1. Landscape Architect to approve tree material BEFORE plant layout commences. See Specifications for details.
2. Landscape Architect to approve layout of all Trees BEFORE planting commences. See Specifications for details.
3. Refer to soil preparation specifications.
4. Plant and stake trees per details. Refer to sheet L-4.0.
5. There is no irrigation provided for the street trees. Water by hand upon planting and keep soil moist throughout project duration.

8 0 8 16

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REVISIONS:

NO. DATE DESCRIPTION

PROJECT:

LIGHTHOUSE AVE. SIDEWALK WIDENING

OWNER/CLIENT

City of Pacific Grove

PROJECT NO: 24.019
DATE: 05/28/2024
SCALE: AS SHOWN
DRAWN | CHECKED: MB/OJ
ISSUANCE:
100% CONSTRUCTION DOCUMENTS

SHEET NAME:

Planting Plan

SHEET NO:

L-3.0

PGCC 6-19-24

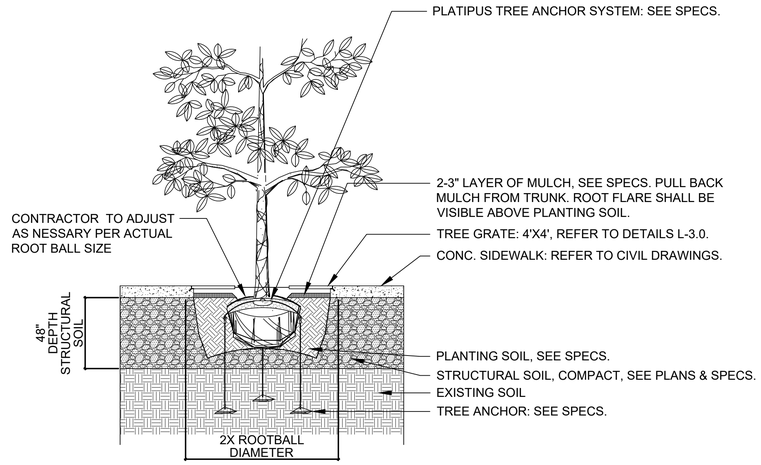
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425 PACIFIC STREET #201
MONTEREY, CALIFORNIA 93940
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NOTES:
1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
2. PLANT TREE 2" HIGHER THAN ADJACENT GRADE SUCH THAT ROOT FLARE IS VISIBLE.
3. WIRE BASKETS SURROUNDING ROOT BALL SHALL BE TRIMMED BACK ON TOP OF THE ROOT BALL AND 24" DOWN MINIMUM.
4. DUE TO SETTLEMENT ALL TREES SHOULD BE RE-TENSIONED AFTER PLANTING.
5. HAND WATER THOROUGHLY AFTER PLANTING.
6. FERTILIZE PER SPECS.

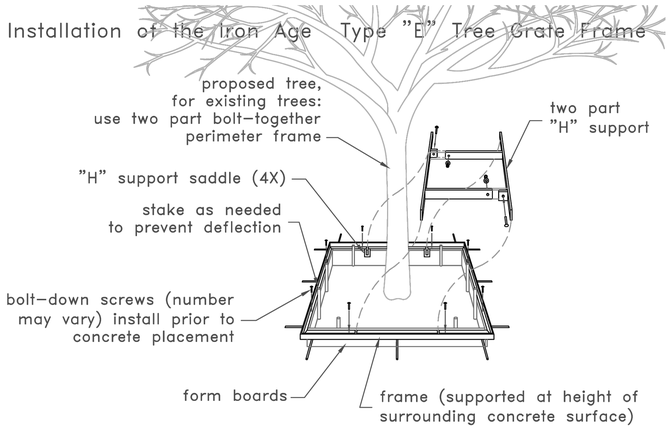


PLAN



2 Tree Planting/Tree Staking/Structural Soil
NTS

Installation of the Iron Age Type "E" Tree Grate Frame



Installation of the Iron Age type "E" Embed tree grate frame.
1. Excavate tree pit to approximate depth of concrete
2. Use interior frame dimensions as guide for form work dimension.
3. Build wooden form for concrete, provide for "H" support at saddle.
4. Support frame (and form) w/ top of frame at height of surrounding concrete surface, using curb stakes – 18" O.C. max.

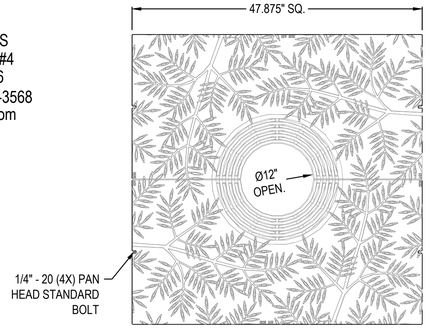
NOTE: Spreaders or adequate staking will be necessary to prevent the frame from deforming during concrete placement. The actual grates or plywood templates can be used to prevent frame deflection. If using the grates, take care to protect during concrete placement.

5. IMPORTANT: in all situations, be sure to use the bolt-down screws provided to protect the receiving threads from fouling. Bolting down the grates or templates will help hold the frame rigid during concrete placement.
6. Allow concrete to cure before removing forms or preparing tree pit for planting

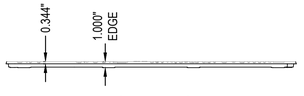
IRON AGE DESIGNS 2104 SW 152nd st #4 Burien, WA 98166 TEL 206.276.0925 FAX 206.257.0318 www.ironagegrates.com

4 Tree Grate Frame Detail
NTS

IRON AGE DESIGNS
2104 SW 152ND ST #4
BURIEN, WA 98166
TOLL FREE: 1-877-418-3568
www.ironagegrates.com



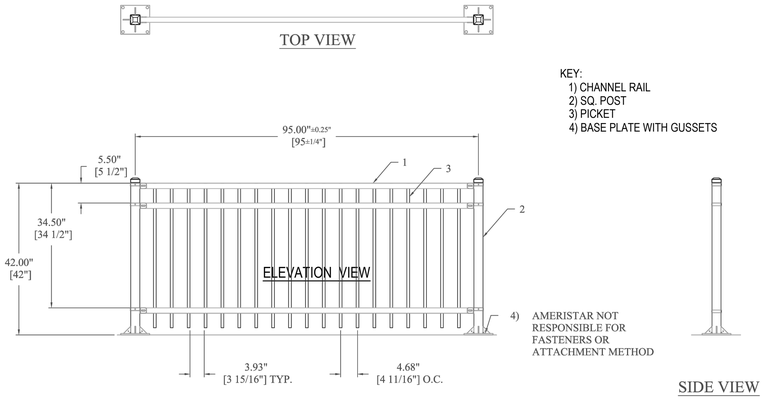
PLAN VIEW



FRONT ELEVATION

NOTES:
1. REFER TO SITE FURNISHINGS SPECIFICATIONS.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. REFER TO TREE GRATE FRAME INSTALLATION DETAIL 4, THIS SHEET.

3 Tree Grate Detail
NTS



NOTES:
1. STEEL PICKET FENCE, COMMERCIAL GRADE WITH WARRANTY, SURFACE MOUNTED.
2. REFER TO SITE FURNISHINGS SPECIFICATIONS.
3. FENCE WILL NEED TO BE CUT DOWN TO FIT LAYOUT ON PLAN.

1 Metal Picket Fence
NTS

PRELIMINARY NOT FOR CONSTRUCTION
Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

REVISIONS:
NO. DATE DESCRIPTION

PROJECT:
LIGHTHOUSE AVE. SIDEWALK WIDENING

OWNER/CLIENT
City of Pacific Grove

PROJECT NO: 24.019
DATE: 05/28/2024
SCALE: AS SHOWN
DRAWN | CHECKED: MB/OJ
ISSUANCE:
100% CONSTRUCTION DOCUMENTS

SHEET NAME:
Landscape Details

SHEET NO:
L-4.0

F:\PRODUCTION\Projects\2024\24.019\CAD\24019_04_LandDetails.dwg 5/28/2024

Estimate of Probable Construction Costs/Site work

Project	Lighthouse Avenue Sidewalk Widening		Estimate Status:	**100% CD**	
Proj. #:	24.019		Reference Drawing:		
Date:	May 31, 2024		By: OJ	Checked by:	OJ

	item description	quantity		unit cost	item total	subtotal
TEMPORARY FACILITIES & CONTROLS						**$0**
	BY CIVIL					
DEMOLITION						**$20,550**
	DEMO FOR WORK ONLY ABOVE PAVING, REFER TO CIVIL FOR DEMO FOR PAVING & BELOW PAVING					
	Tree Removal - Medium Tree	3	EA	$1,250.00	$3,750	
	Root Grinding - Medium Tree	3	EA	$250.00	$750	
	Remove/Salvage Pole-mounted Sign	3	EA	$75.00	$225	
	Demolish Surface Mount Metal Fence	150	LF	$5.00	$750	
	Remove/Salvage Tree Grate	1	EA	$75.00	$75	
	Remove Existing Wood Parklet Structure	1	LS	$5,000.00	$5,000	
	Remove/Salvage Existing Light Pole and Salvage Pull Box (2)	2	LF	$5,000.00	$10,000	
EROSION CONTROL						**$0**
	BY CIVIL					
EARTHWORK & GRADING						**$0**
	BY CIVIL					
UTILITIES - WATER / FIRE						**$0**
	BY CIVIL					
UTILITIES - STORM DRAIN						**$0**
	BY CIVIL					
UTILITIES - SANITARY SEWER						**$0**
	BY CIVIL					
UTILITIES - ELECTRICAL						**$7,050**
	Reinstall Existing Light Pole (2)	1	LS	$5,000.00	$5,000	
	Trenching, Conduit, Cables (2)	10	LF	$15.00	$150	
	Pull-boxes	2	EA	$200.00	$400	
	Raised Concrete Pole Footing	2	EA	$750.00	$1,500	
CONSTRUCTION - PAVING BASE						
	BY CIVIL					
CONSTRUCTION - AC PAVING						
	BY CIVIL					
CONSTRUCTION - CONCRETE PAVING						**$0**
	BY CIVIL					
CONSTRUCTION - FENCING						**$18,000**
	Metal Picket Fence 30" high, powdercoated	150	LF	$120.00	$18,000	
PLANTING						**$32,735**
	Imported Planting Backfill	2.5	CY	$150.00	$375	
	Imported Structual Soil	150	TN	$180.00	$27,000	
	Tree - 24" Box	4	EA	$1,250.00	$5,000	
	Tree Staking	4	EA	$70.00	$280	
	Mulch - chipped wood	1	CY	$80.00	$80	
AMENITIES / SIGNAGE (alphabetically sorted)						**$14,620**
	Pole-mounted Sign (Road, Parking, ADAAG, Misc)	2	EA	$60.00	$120	
	Tree Grate, Reinstall Exisitng	1	EA	$1,000.00	$1,000	

Estimate of Probable Construction Costs/Site work						
Project	Lighthouse Avenue Sidewalk Widening			Estimate Status:	100% CD	
Proj. #:	24.019			Reference Drawing:		
Date:	May 31, 2024		By:	OJ	Checked by:	OJ
	item description	**quantity**		**unit cost**	**item total**	**subtotal**
	Tree Grate, 60" Square, Urban Accessories Kiva	3	EA	$4,500.00	$13,500	
	Subtotal					**$92,955**
	10% Contractor Bonds, Mobilization, Administration					$9,296
	10% Design Contingency					$9,296
	Subtotal					**$111,546**
	10% Construction Contingency					$11,155
	15% Construction Review, Management, Testing & Inspection					$16,732
	Total					**$152,818**

The above items, amounts, quantities, and related information are based on BFS Landscape Architects' judgment at this level of document preparation and is offered only as reference data. BFS has no control over construction quantities, costs, and related factors affecting costs, and advises the client that significant variations may occur between this estimate of probable construction costs and actual construction prices.

12/12/2023

CITY OF PACIFIC GROVE

LIGHTHOUSE WIDENING
LIGHTHOUSE & FOUNTAIN
COST OPTION B

#	Description	Quanity	Units	Price	Amount
1	RemoveConstruct Curb Ramp	2	EA	$15,000.00	$30,000.00
2	Reconstruct Curb and Gutter	210	LF	$165.00	$34,650.00
3	Reconstruct PCC Sidewalk	2,210	SF	$40.00	$88,400.00
4	Reconstruct AC Pavement	1,100	SF	$25.00	$27,500.00
5	Construct Cross Gutter	330	SF	$90.00	$29,700.00
6	Markings	1	LS	$8,000.00	$8,000.00
	15% Misc				$33,000.00
WO 8476				Total	$251,250.00

NEILL ENGINEERS
DEC 12 2023
CARMEL, CA