



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

AMENDED ERRATA SHEET



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

ERRATA SHEET

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: Sandra Kandell, City Clerk/DEI Coordinator
MEETING DATE: 07/03/2024
SUBJECT: City Council Meeting Agenda- **Amended** Errata Sheet

Attached is additional information for your consideration at the July 3, 2024 City Council Meeting:

Agenda Item	Information Provided/Corrected
5A	Revised motion on Regular Agenda item 12A for purposes of clarification: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Amelio, Council voted 7-0 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 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; and (2) Direct City Manager in regard to retaining consultant to draft Manual for Outside Dining to include extended "bulb out" sidewalks on intersection corners and existing sidewalk configuration. (See attached redlined page.)
11B	Revised Agenda Report and Resolution for Purposes of Clarification. (See attached redlined pages.)
11D	FURTHER Revisions to Lease Agreement and License Agreement (See attached redlined pages.)

Attachments

5A Redlined Page
11B Redlined Pages
11D Redlined Pages

Public comment received by Inge Lorentzen Daumer and Marsha.

Action: Upon motion by Councilmember Poduri and seconded by Mayor Pro Tem Smith, Council voted 7-0 to authorize the City Manager to execute an agreement with Johnson Electronics for implementation of Door Access Controls at City Hall in an amount not to exceed \$87,000.

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

REGULAR AGENDA

11. PUBLIC HEARINGS

- A. Ordinance Amending the Salary Classification Schedule
No public comment received.

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

1. Request the City Attorney read the title of the ordinance;
2. Waive further reading of the ordinance;
3. Introduce and hold 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
Public comment received from Kelly Chateau, Liz Jacobs, Inge Lorentzen Daumer and Lisa Ciani.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Amelio, Council voted 7-0 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 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; ~~and~~
- (2) Direct City Manager in regard to retaining consultant to draft Manual for Outside Dining ~~to include~~.
- (2) Proceed with extended "bulb out" sidewalks on the intersection corners and existing sidewalk configuration.

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

- B. Lighthouse Avenue Sidewalk Widening Project
Public comment received from Liz Jacobs, Dixie Layne, and Marabee.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Coletti, Council voted 4-2-1, Councilmembers Amelio and Poduri dissenting, Councilmember Beck

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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: Matt Mogensen, City Manager
MEETING DATE: July 03, 2024
SUBJECT: Resolution of the City Council Of The City Of Pacific Grove Submitting A Ballot Measure To Voters To Amend The Pacific Grove City Charter To Change The Number Of Elected City Council Members From Six To Four and related changes to the City Charter
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Motion to adopt a Resolution of the City Council Of The City Of Pacific Grove Submitting A Ballot Measure To Voters To Amend The Pacific Grove City Charter To Change The Number Of Elected City Council Members From Six To Four Councilmembers and related changes to the City Charter.
2. Other action related to this item.

DISCUSSION

On November 8, 2022, Ballot Measure O was voted on by the voters which would have reduced the number of City Councilmember from six(6) to four(4) and related changes to the City Charter. Measure O did not receive a majority vote by the voters, losing by 13 votes.

On March 20, 2024, Interim City Manager Robert Perrault presented an Agenda Report (Attachment 1) which recommended the City Council give direction to the City Manager to return to the Council with the documents necessary to place a measure on the ballot for the November 5, 2024 General Statewide Election to reduce the Council's composition from six (6) to (4) Councilmembers and the Council approved this recommendation.

Attachment 2 to this Agenda Report is a Resolution Of The City Council Of The City Of Pacific Grove Submitting A Ballot Measure To Voters To Amend The Pacific Grove City Charter To Change The Number Of Elected City Council Members From Six To Four Councilmembers and related changes to the City Charter. Exhibit A to the Resolution identifies the proposed changes to the City Charter with track changes and yellow highlights.

OPTIONS

Other action related to this item.

FINANCIAL IMPACT:

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE SUBMITTING A BALLOT MEASURE TO VOTERS TO AMEND THE PACIFIC GROVE CITY CHARTER TO CHANGE THE NUMBER OF ELECTED CITY COUNCIL MEMBERS FROM SIX TO FOUR COUNCILMEMBERS BY DIRECTING (1) IN 2026 TWO COUNCIL MEMBERS SHALL BE ELECTED TO FOUR-YEAR TERMS, AND ONE COUNCIL MEMBER SHALL BE ELECTED TO A SINGLE TWO-YEAR TERM, AND (2) EVERY TWO YEARS THEREAFTER BEGINNING IN 2028 TWO COUNCIL MEMBERS SHALL BE ELECTED TO FOUR-YEAR TERMS; CONSISTENT CHARTER CHANGES SHALL CLARIFY A QUORUM, MAJORITY VOTE AND OTHER SELECT ACTIONS AND REQUESTING THE MONTEREY COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION AND CONSOLIDATE IT WITH THE STATEWIDE ELECTION TO BE HELD ON NOVEMBER 5, 2024

WHEREAS, the Pacific Grove City Charter, since 1927, has required the staggered election of six Council members, in addition to the Mayor, whereby each Council Member is elected to serve a four-year term. This election system was largely based on the "Model City Charter" published in 1926 by the League of California Municipalities, with one notable exception being the "Model City Charter" recommended a five-member council.

WHEREAS, California city councils vary greatly in size from four to fifteen members. A clear majority of cities (almost 90%) throughout California call for election of a five-member council. This is the council membership for all cities in Monterey County, excepting Pacific Grove and Salinas. Less than 7% of California cities rely on a seven-member council.

WHEREAS, the proposed Charter Amendment would reduce the size of the City Council from seven to five members, that is, four Council members and a Mayor.

WHEREAS, reducing the number of elected council members from six to four will reduce redundancy, conserve City resources and facilitate decision-making. Some commentators have stated council larger than five increases the opportunity for members to divide into factions.

WHEREAS, any City Charter amendment must be approved by the voters of that City.

WHEREAS, a change to the City election system requires a vote of the electorate and may only be effected prospectively insofar as elected officials, by law, hold office for the entire term of their elected service.

WHEREAS, the change to the City election system proposes to stage this election sequence whereby one council member shall serve a single two-year term to provide a bridge between the six-member group of elected councilmembers to the four-member group of elected councilmembers.

WHEREAS, pursuant to Elections Code Section 10002, the City Council of the City of Pacific Grove may request the Board of Supervisors of the county to permit the county elections

TENANT LEASE

By and Between

CITY OF PACIFIC GROVE
a California charter city
("Landlord")

and
SUNSET HOSPITALITY GROUP, INC.
a California corporation
("Tenant")

Dated: August __, 2024

day of each calendar month. Upon the execution of this Lease, Tenant shall pay to Landlord the first month's Base Rent due as of the Rent Commencement Date. All sums other than Base Rent which Tenant is obligated to pay under this Lease shall be deemed to be additional rent ("Additional Rent") due on the same date as Base Rent unless otherwise specified hereunder or otherwise requested by Landlord. Notwithstanding the foregoing, late charges under Section 3.3.4 shall be due and payable immediately as incurred. The term "Rent" means the Base Rent and all Additional Rent payable hereunder. If Rent is due for a period of less than a full month, it shall be prorated for such partial month on the basis of a thirty (30) day month. On the first anniversary of the commencement date of this Lease, and annually thereafter, the rent payable by Tenant shall be increased to an amount determined by multiplying the basic monthly rental by a fraction, the denominator of which shall be the most recent Consumer Price Index figure, as hereinafter defined, published prior to the date of this Lease, and the numerator of which shall be the most recent Consumer Price Index figure published prior to the particular anniversary date; provided, however, that in no event shall the rent for any month after such anniversary be less than the rent for the month immediately preceding such anniversary. As used herein, the term "Consumer Price Index" shall mean Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco- Oakland-San Jose Average for All Items, 1982-84=100, or the successor of that Index, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Tenant shall make the rent payment on or before the 10th day of each month. Application of Payments. All payments received by Landlord from Tenant shall be applied to the oldest obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing, on a check or money order, or otherwise shall modify this clause or have any force or effect.

3.3 Percentage Rent.

3.3.1 *Payment.* In addition to the Base Rent, Tenant agrees to pay to Landlord, as Rent for each Lease Year or partial Lease Year, the amount by which the percentage of Tenant's Gross Sales from the Premises set forth in Paragraph 8 of the Basic Lease Provisions for such Lease Year or partial Lease Year (the "Percentage Rent"). Percentage Rent will be determined and paid, without any prior demand within forty-five (45) days after the end of such Lease Year, including the last Lease Year of the term of the Lease, and Tenant's obligation will survive the expiration of the Lease Term. Each Lease Year will be considered as an independent accounting period for the purpose of computing the amount of Percentage Rent due. The amount of Gross Sales of any Lease Year will not be carried over into any other Lease Year.

3.3.2 *Gross Sales Reports.* Tenant agrees to submit to Landlord on or before the forty-fifth (45th) day following the end of each Lease Year or partial Lease Year (including the last Lease Year hereof, as to which Tenant's obligation will survive the expiration of the Lease Term) a written statement signed and verified by an authorized representative of Tenant as true and correct, showing the amount of such Gross Sales during the preceding Lease Year or partial Lease Year and an itemization of all permissible deductions from Gross Sales. The annual statement will also be duly certified by Tenant or an officer of Tenant to be true and correct in compliance with the definition of Gross Sales in this Lease in accordance with sound and accepted accounting practice consistently applied. The statements referred to in this Section 3.3.2 of this Lease must be in such form and style and contain such details and information as Landlord may reasonably designate and will be delivered to the address set forth in Paragraph 2 of the Basic Lease Provisions or such other address as Landlord may from time to time

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Rules and Regulations, including observance of prohibited uses, attached hereto as Exhibit B and incorporated by reference, together with such reasonable additional rules and regulations as Landlord may from time to time prescribe by resolution. Tenant shall not commit waste, overload the floors or structure of the building, subject the Property or any portion thereof to any use which would damage the same or increase the risk of loss or violate any insurance coverage, permit any unreasonable odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, take any action which would constitute a nuisance or would disturb, obstruct or endanger any other tenants, take any action which would abrogate any warranties, or use or allow the Premises to be used for any unlawful purpose. Landlord shall not be responsible for non-compliance by any other tenant or occupant with, or Landlord's failure to enforce, any of the rules and regulations or any other terms or provisions of such tenant's or occupant's lease. Tenant shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Property or any portion thereof.

10.2 Quiet Enjoyment. Tenant, upon paying Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease, and any mortgage, deed of trust, lease, or other agreement to which this Lease may be subordinate. Tenant acknowledges that the Premises are adjacent to a City-owned public park and beach. Tenant acknowledges that Tenant is leasing the Premises with full awareness of this adjacent use.

10.3 Access. Tenant shall be permitted 24-hour a day access to the Premises.

Operations.

10.3.1 Hours of Operation. Tenant agrees that the hours of operation shall be posted at the location and any Tenant website that is primarily used for the space. Hours of operation shall be in compliance with the Rules and Regulations attached hereto as Exhibit B.

10.3.2 General Method of Operation. Tenant shall operate the business on the Premises continuously during the entire term of this Lease with such due diligence and efficiency as will reasonably produce the maximum return to Tenant.

10.3.3 Management. A manager shall be present during all times the facility is open for business.

10.3.4 Licenses and Permits. Tenant shall obtain all permits and licenses required by the laws of any federal, state, or other governmental agency to allow Tenant to meet the obligations under this Lease. All permits and licenses shall be maintained in Tenant's name. Tenant shall pay, at Tenant's own expense, all charges and fees incidental to the lawful conduct of the services, and keep fully informed on all existing Federal, State and local laws, ordinances, and regulations which in any manner affect the fulfillment of this agreement. Tenant shall pay, when due, all taxes and assessments levied upon the Premises and personal property situated in the Premises. Tenant recognizes and understands that this Lease may create a real property

EXHIBIT B
RULES AND REGULATIONS

Tenant shall comply with the following Rules and Regulations. Landlord shall not be responsible to Tenant for the nonperformance of any of these Rules and Regulations.

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1. Tenant shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators or stairways of the Building. The halls, passages, exits, and entrances are not for the general public, and CITY shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of CITY would be prejudicial to the safety, character, reputation and interests of the Building and its tenants; provided, that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Tenant and no employee, invitee, agent, licensee or contractor of Tenant shall go upon or be entitled to use any portion of the roof of the Building unless authorized by the City.

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2. CITY will furnish Tenant, free of charge, two keys to each door lock in the Premises. CITY may impose a reasonable charge for any additional keys. Tenant may not make or have made additional keys, and Tenant shall not alter any lock or install a new additional lock or bolt on any door or window of its Premises. Tenant, upon termination of its tenancy, shall deliver to CITY the keys of all doors which have been furnished to, or otherwise procured by Tenant, and, in the event of loss of any keys, shall pay CITY the cost of replacing the same or of changing the lock or locks opened by such lost key if CITY shall deem it necessary to make such change.

3. IT cables and equipment, telephone lines and security systems shall not be installed in the Premises except with the approval and under the direction of CITY.

4. No furniture or equipment of any kind shall be brought into the Building without prior notice to CITY and all moving of the same into or out of the Building shall be done at such time and in such manner as CITY shall designate. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries shall be made which impede or interfere with other tenants or the operation of the Building.

5. Tenant shall not use or keep in the Premises any hazardous materials, kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of food service equipment. Tenant shall not use the Premises in a manner offensive or objectionable to CITY or other occupants of the Project by reason of noise, odors or vibrations, nor shall Tenant bring into or keep in or about the Premises any animals.

6. The normal hours of operation shall be 10:30 a.m. until sunset, seven days a week from : : .m. to : : p.m. commencing on Memorial Day through and including Labor Day and Thursday through Monday from : : .m to : : p.m. commencing the day following Labor Day through and including the day preceding Labor Memorial Day, unless otherwise approved in writing by the CITY. CITY reserves the right to exclude from the Building between the hours of 7:00 p.m. and 6:00 a.m., or such other hours as may be established from time to time by CITY, and on legal holidays, any person unless that person is known to the person or

employee in charge of the Building and has a pass or is properly identified. CITY shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. Tenant shall be responsible for all persons for whom it requests passes and shall be liable to CITY for all acts of such persons.

7. Tenant shall close and lock all doors of its Premises and entirely shut off all water faucets or other water apparatus, and, except with regard to Tenant's computers and other equipment which reasonably require electricity on a 24-hour basis, all electricity, gas or air outlets before Tenant and its employees leave the Premises. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or by CITY for noncompliance with this rule.

8. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed.

9. Tenant shall accept customer payment in the form of cash, debit and credit.

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109. Tenant shall not sell, or permit the sale at retail, of newspapers, magazines, periodicals, theater tickets, or any other goods or merchandise to the general public in or on the Premises.

110. Tenant shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

121. Except as expressly permitted in the Lease, Tenant shall not mark, drive nails, screw or drill into the partitions, window mullions, woodwork or plaster, or in any way deface the Premises or any part thereof, except to install normal wall hangings. Tenant shall repair any damage resulting from noncompliance under this rule.

132. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in and around the Project or the Buildings are expressly prohibited, and each tenant shall cooperate to prevent same.

143. CITY reserves the right to exclude or expel from the Buildings any person who, in CITY's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Project.

154. All garbage and refuse disposal shall be made in accordance with directions reasonably issued from time to time by CITY.

165. The Premises shall not be used for (a) the storage, use, or sale of marijuana, (b) any repair, servicing, or storage of vehicles or (c) lodging or for manufacturing of any kind.

176. Tenant shall not use in any space any hand trucks except those equipped with rubber tires and side guards, or such other material-handling equipment as CITY may approve.

187. Tenant agrees that it shall comply with all fire and security regulations that may be issued from time to time by CITY, and Tenant also shall provide CITY with the name of a designated responsible employee to represent Tenant in all matters pertaining to such fire or security regulations. Tenant shall cooperate fully with CITY in all matters concerning fire and other emergency procedures.

198. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage. Such responsibility shall include keeping doors locked and other means of entry to the Premises closed.

2049. CITY may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by CITY shall be construed as a waiver of such Rules and Regulations in favor of Tenant or any other such tenant, nor prevent CITY from thereafter enforcing any such Rules and Regulations against any and all of the tenants in the Building.

219. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Buildings.

221. CITY reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety, security, care and cleanliness of the Buildings and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.

232. Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees or guests.

243. Tenant shall not without CITY's consent, which may be given or withheld in CITY's sole and absolute discretion, receive, store, discharge, or transport firearms, ammunition, or weapons or explosives of any kind or nature at, on or from the Premises.

254. EXCEPT WITH THE PRIOR WRITTEN PERMISSION OF CITY, NO OVERNIGHT PARKING IS PERMITTED AT THE PREMISES. A VIOLATION SHALL CONSTITUTE A DEFAULT HEREUNDER AND A DAILY FEE OF (\$100) SHALL BE CHARGED AS RENT FOR EACH VIOLATION.

265. SMOKING IS NOT PERMITTED ON THE PROPERTY EXCEPT IN SPECIFIC AREAS DESIGNATED BY CITY SHALL CONSTITUTE A DEFAULT HEREUNDER AS ALSO A FEE OF (\$50) SHALL BE CHARGED AS RENT FOR EACH VIOLATION.

With a Copy to: Burke, Williams & Sorensen, LLP
2310 East Ponderosa Drive, Suite 25
Camarillo, CA 93010-4747
Phone: (805) 987-3468
Attn: Brian Pierik, City Attorney