



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, August 21, 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 Beck

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

A. Small Business and Entrepreneurs Presentation **PG 7**

Reference: Roger Gilbert, Central Coast Director of Small Business

Recommended Action: Receive presentation.

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

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

A. 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 August 7, 2024 City Council Special and Regular Meetings **PG 17**

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

7. **ORDINANCES**

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

- A. Second Reading of an Ordinance Amending Section 2.06.010 (a) of the Pacific Grove Municipal Code Relating to Residency Requirement for City Manager **PG 25**

Reference: Brian Pierik, City Attorney

Recommended Action: Hold second reading of an Ordinance Amending Section 2.06.010 (a) of the Pacific Grove Municipal Code Relating to Residency Requirement for City Manager.

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

- B. Second Reading of an Ordinance Approving an Amendment to the Lease between Lighthouse Fellowship and the City of Pacific Grove **PG 29**

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

Recommended Action: Hold second reading of an Ordinance approving an amendment to the lease between Lighthouse Fellowship and the City of Pacific Grove for the use of City owned property located at 515 Junipero Avenue, commonly known as the Community Center, in the City of Pacific Grove, and authorizing the Mayor to execute Amendment #2 and any Letters of extension of the Lease.

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. Fourth Quarter Treasurer's Quarterly Report **PG 46**

Reference: Jazelle Johnson, Accountant

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. Check Register for July 2024 **PG 50**

Reference: Lori Frati, Finance 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. Monarch Sanctuary Annual Report **PG 76**

Reference: George Fuerst, Environmental Program Manager

Recommended Action:

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

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

9. **REPORTS – REQUIRING ACTION**

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

A. Motion to Approve Business Improvement District Advisory Board Applicants

Reference: Matt Mogensen, City Manager **PG 110**

Recommended Action: Approve a motion to Approve Business Improvement District Advisory Board Applicants Alessandro Bush and Alexa Sims

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: June 18, 2024

Reference: George Fuerst, Environmental Program Manager **PG 112**

Recommended Action: Receive the minutes.

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

B. Task Force on Diversity, Equity and Inclusion Meeting Minutes: June 10, 2024

Reference: Sandra Kandell, City Clerk/DEI Coordinator **PG 115**

Recommended Action: Receive minutes.

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

C. Museum Board Minutes - 5/9/23, 11/14/23, 2/14/24 **PG 118**

Reference: Joyce Halabi, Deputy Public Works Director

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. City of Pacific Grove's Conflict of Interest Code PG 129

Reference: Sandra Kandell, City Clerk

Recommended Action:

1. Request the City Attorney read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold first reading of an ordinance to amend Pacific Grove Municipal Code (PGMC) Chapter 2.40, Conflict of Interest, to account for the addition, deletion, and modification of positions listed as “designated employees”; determine that, for the purposes of the City of Pacific Grove’s (City) Conflict Code, the City is the “agency;” approve the updated Conflict Code; 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

A. Motion to Authorize City Manager to Issue a Request for Proposals (RFP) for Cannabis Consulting Services PG 136

Reference: Matt Mogensen, City Manager

Recommended Action: Motion to Authorize City Manager to Issue a Request for Proposals (RFP) for Cannabis Consulting Services

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

13. NEW BUSINESS

A. Memorandum of Understanding between the City of Pacific Grove and the Police Officers Association (POA) PG 138

Reference: Leticia Livian, Human Resources Director

Recommended Action: Motion to adopt a resolution approving the Memorandum of Understanding between the City of Pacific Grove and the Police Officers Association to cover the period of July 1, 2024, through June 30, 2027.

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

B. Master Services and Purchasing Agreement with Axon Enterprise, Inc. **PG 163**

Reference: Brian Anderson, Commander

Recommended Action: Motion to authorize the Mayor to execute Master Services and Purchasing Agreement with Axon Enterprise, Inc. for five years for Fleet cameras, Body Worn cameras and Taser equipment for a total amount not to exceed \$407,855.99.

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

C. Reinstallation of Crosswalks and Stop Sign at Fountain Avenue and Pine Avenue

Reference: Debby Beck, Council Member **PG 211**

Recommended Action: Discussion and action on the reinstallation of crosswalks at the intersection of Fountain Avenue and Pine Avenue, where a previously existing crosswalk has been removed.

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

14. **FULL PRESENTATIONS**

A. Pacific Grove Deer Awareness Annual Report by Carmelita Garcia **PG 213**

Reference:

Recommended Action: Receive presentation.

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

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: August 21, 2024
SUBJECT: Small Business and Entrepreneurs Presentation
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines
Section 15378

RECOMMENDATION

Receive presentation.

Attachments

PPT



Roger Gilbert | Director

Central Coast SBDC

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roger@mcbbc.biz



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123 Capitol Street, Suite B
Salinas, CA 93901

Monterey Outreach Center

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Monterey, CA 93940

Soledad Outreach Center

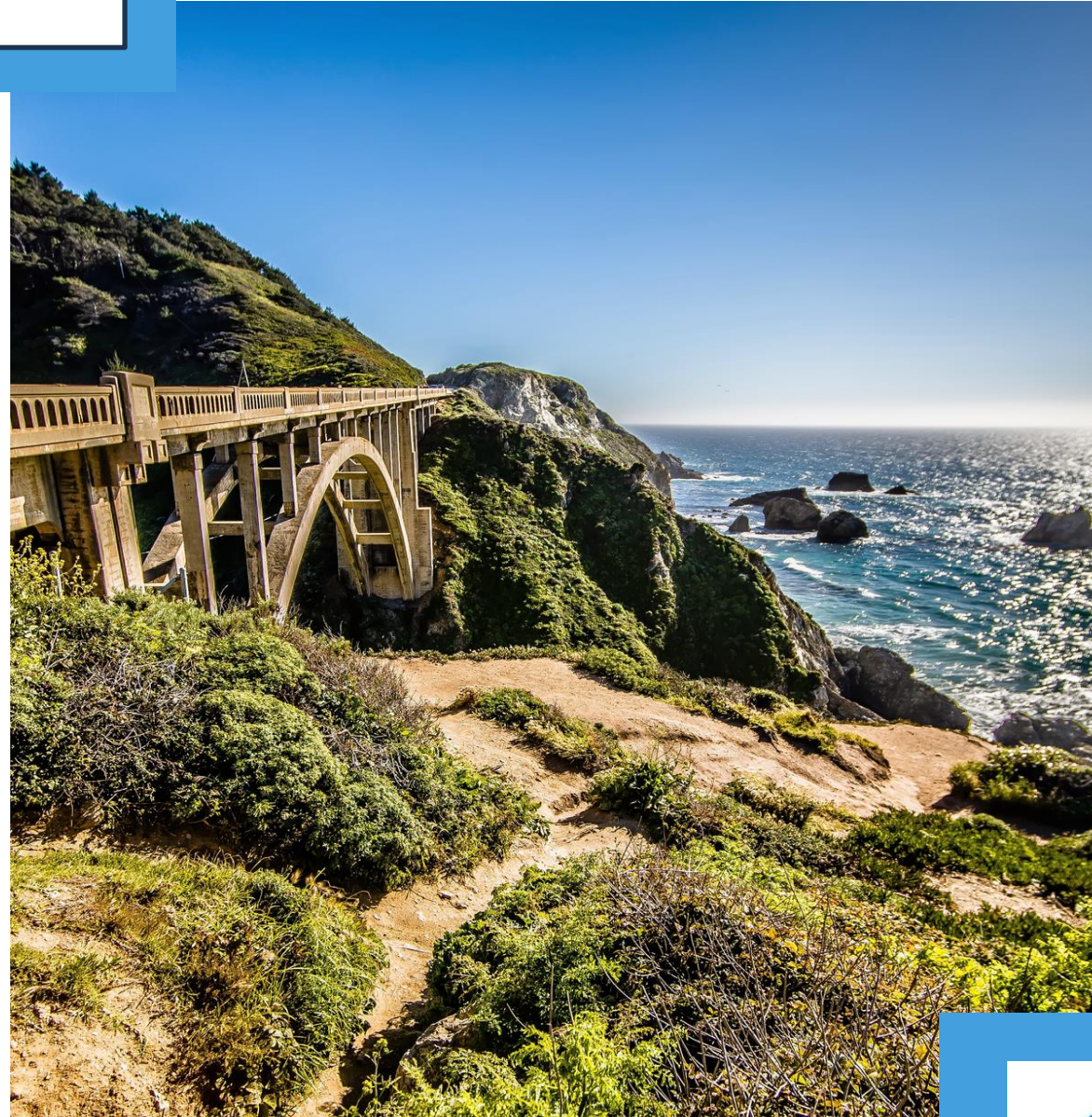
502 Front Street
Soledad, CA 93960



(831) 216-3000



CentralCoastSBDC.com



Overview

Monterey County Business Council (MCBC) operates business programs whose common purpose is to help businesses grow and thrive in Monterey County.



The Monterey County Business Council operates these programs designed to support and enhance the local business community.

These programs collectively enhance the economic vitality of Monterey County, making it a thriving environment for businesses to succeed and grow.



Monterey Bay APEX Accelerator

Building Business Back

Leadership Monterey County

MCBC

Monterey Bay Defense Alliance

Monterey Bay Business Alliance



Central Coast Small Business Development Center (SBDC)



Government Guaranteed Lending and PPP



Government Guaranteed Lending



Commercial Lending



Harley-Davidson Motorcycles



Surfboards



Investments



MBA



B.S. Business Administration



Expert Business Advisors provide no-cost One-on-One Consultations for Small Businesses:

- Access to Capital
- Marketing
- Business and Strategic Planning
- Operations
- Financial Management
- Human Resources
- Technology
- Social Media
- And more...



Our Mission

Deliver assistance to strengthen small businesses contributing to the growth of local, state, and national economies.

Our Vision

To be recognized in our communities as the preeminent provider of business consulting, education and information to small businesses

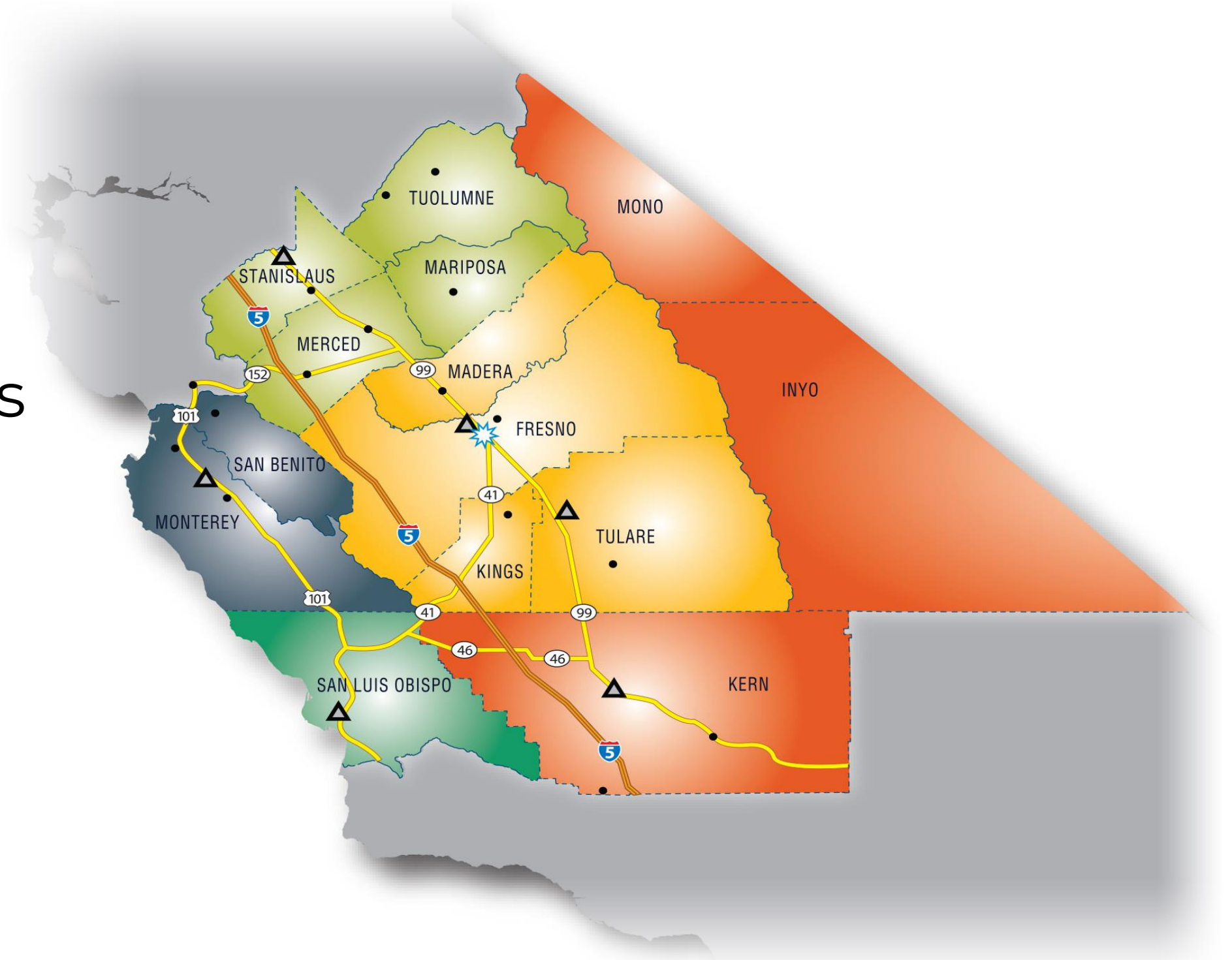
Tangible Results

Business started

Training and business opportunities for underserved groups

Resulting in increased tax revenue and employment

Monterey and San Benito Counties





Funded by the SBA, State of California Grant Programs

Local funding partners including:

County of Monterey

Community Foundation for Monterey County

Monterey Bay Economic Partnership

City of Monterey

City of Soledad

City of Pacific Grove

City of Carmel

City of Del Rey Oaks

City of Greenfield

City of Gonzales

City of King City

City of Marina

City of Sand City

City of San Juan Bautista

City of Seaside



Thank You!



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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: August 21, 2024
SUBJECT: Minutes of the August 7, 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 8-7-24



DRAFT MEETING MINUTES
CITY OF PACIFIC GROVE
CITY COUNCIL
SPECIAL MEETING

Wednesday, August 7, 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 special meeting to order at 5:00 p.m. Present in Chamber: Mayor Peake, Mayor Pro Tem Smith, Councilmembers Amelio, Beck, Coletti, McDonnell, and Poduri.

APPROVAL OF AGENDA

Action: Upon motion by Councilmember Poduri and seconded by Councilmember Amelio, Council voted 5-0-2, Mayor Pro Tem Smith and Councilmember Beck absent, to approve agenda.

CLOSED SESSION

PUBLIC COMMENT ON CLOSED SESSION MATTERS

No public comment received.

1. Written Public Comment
 - A. Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9 (d)(1)
Name of Case Enayati v. City of Pacific
Grove Case No. 21CV002786



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, August 7, 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 regular 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 Poduri led the pledge of allegiance.

1. APPROVAL OF AGENDA

Action: Mayor Peake recommended a short break for a picture after General Public Comment.

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

2. PRESENTATIONS

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

A. Report on Closed Session by City Attorney

Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9 (d)(1)

Name of Case Enayati v. City of Pacific Grove Case No. 21CV002786

City Attorney Brian Pierik stated there was no reportable action taken.

B. Council and staff made general announcements

4. GENERAL PUBLIC COMMENT

Public comment received from Carmelita Garcia, Jane Haines, Daniel Miller, Vince Tuminello, Steve Lightfoot, Terrance Zito, Beth Shammas, Raymond Stady, Christine Gruber, Claire, Beegee, and Rebecca Lee.

A. Written General Public Comment

CONSENT AGENDA

Action: Consent Agenda item 9D was pulled and considered immediately following the Consent Agenda.

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

5. APPROVAL OF CITY COUNCIL MEETING MINUTES

A. Minutes of the July 17, 2024 Regular and Special Meetings

Action: Approved minutes as revised per Errata.

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

6. RESOLUTIONS

7. ORDINANCES

A. Ordinance Approving Lease at Lover's Point Grill

Action: Held second reading of Ordinance No. 24-011 of the City Council of Pacific Grove approving a five-year lease between Sunset Hospitality Group, Inc., a California corporation, and the City of Pacific Grove for the use of City owned property including approximately 270 square feet of building space located at Lover's Point Park and Beach in the City of Pacific Grove, and authorizing and directing the City Manager to execute the same.

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

8. REPORTS – INFORMATION ONLY

A. 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. Amendment to the Fire Services Agreement with the City of Monterey to add Emergency Medical Services Including Advance Life Support Services

Action: Adopted Resolution No. 24-032 amending the current Fire Services Agreement with the City of Monterey to add Emergency Medical Services (EMS) to include Advanced Life Support (ALS) services.

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

B. Agreement with the Society for the Prevention of Cruelty to Animals of Monterey County for Sheltering Services

Action: Authorized the Mayor to sign an agreement with the Society for the Prevention of Cruelty to Animals of Monterey County for Sheltering Services Agreement

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

C. Adopt Policy Update Regarding Vehicle Miles Traveled (VMT) and CEQA Compliance

Action: Adopted Resolution No. 24-033 - the proposed amendments to the City's VMT Implementation Policy.

CEQA: Categorical Exemption, CEQA Guidelines Section 15308, Class 8, Actions by Regulatory Agencies for Protection of the Environment

- D. Tree Maintenance Services Agreement ***This item was pulled and considered immediately following the Consent Agenda.***

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Authorize an agreement with Topes Tree Service Inc. to provide Tree Maintenance Services for trees in the public right-of-way and on City-owned properties in an amount not-to-exceed \$250,000 per fiscal year, with up to four (4) annual, one-year extensions by mutual letter; and
2. Authorize the Mayor to execute all letters of extension associated with this agreement.
3. Alternatively, take other action related to this item.

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

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

- A. Planning Commission Meeting Minutes: September 2023 through December 2023

Action: Received minutes.

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

- 9.D. Tree Maintenance Services Agreement ***This item was pulled from the Consent Agenda.***
Public comment received from Rebecca Lee, Carmelita Garcia, Inge Lorentzen Daumer, Christine Walkingstick, and Jen Gorman.

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

1. Authorize an agreement with Topes Tree Service Inc. to provide Tree Maintenance Services for trees in the public right-of-way and on City-owned properties in an amount not-to-exceed \$250,000 per fiscal year, with up to four (4) annual, one-year extensions by mutual letter - returning in one year for further Council review; and
2. Authorize the Mayor to execute all letters of extension associated with this agreement.

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

REGULAR AGENDA

11. **PUBLIC HEARINGS**

- A. First Reading of Ordinance Amending Section 2.06.010 (a) of the Pacific Grove Municipal Code Relating to Residency Requirement for City Manager
Public comment received from Carmelita Garcia, Rebecca Lee, and Lisa Ciani.

Action: Upon motion by Councilmember Amelio and seconded by Mayor Pro Tem Smith, Council voted 6-1, Councilmember Coletti dissenting, 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 Amending Section 2.06.010 (a) of the Pacific Grove Municipal Code Relating to Residency Requirement for City Manager; and
4. Direct a summary of a proposed ordinance be published as approved by the City Attorney.

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

- B. First Reading of an Ordinance Approving an Amendment to the Lease between Lighthouse Fellowship and the City of Pacific Grove
No public comment received.

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

1. Request the City Attorney to read the title of the ordinance;
2. Waive further reading of the ordinance;
3. Introduce and hold first reading of an Ordinance approving an amendment to the lease between Lighthouse Fellowship and the City of Pacific Grove for the use of City owned property located at 515 Junipero Avenue, commonly known as the Community Center, in the City of Pacific Grove, and authorizing the Mayor to execute Amendment #2 and any Letters of extension of the Lease; 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**

- A. Proposed Ordinance Amending Chapter 7.40 of the City's Municipal Code to Increase Short-Term Rental Penalties in Accordance with SB 60 (*This item was continued from Council's July 19, 2024 Regular Meeting.*)
Public comment received from

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

1. Direct the City Manager to return within 60 days with a draft ordinance amending Chapter 7.40 of the City's Municipal Code to increase short-term rental penalties in accordance with SB 60 adding a list of violations and catch all phrase for other violations that constitute potential Health and Safety violations.

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

Action: Council took a break from 8:03 to 8:14 p.m.

- B. Resolution Correcting Clerical Error in Resolution No. 24-028 Submitting Ballot Measure to Voters to Amend City Charter to Change the Number of Elected City Council Members from Six to Four
No public comment received.

Action: Upon motion by Mayor Pro Tem Smith and seconded by Councilmember Coletti,

Council voted 7-0, to adopt Resolution No. 24-034 Correcting Clerical Error in Resolution No. 24-028 Submitting Ballot Measure to Voters to Amend City Charter to Change the Number of Elected City Council Members from Six to Four.

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

13. **NEW BUSINESS**

- A. Resolution Amending Policy 000-5 to Add Section and Regarding Recommendations by Boards, Committees, and Commissions
Public comment received from Don Murphy, Beth Shammass, Sally Moore, Carmelita Garcia, Lisa Ciani, Jane Haines, Inge Lorentzen Daumer, and Dixie Layne.

Action: Upon motion by Councilmember Amelio and seconded by Councilmember Poduri, Council voted 7-0 to

1. Approve Resolution No. 24-035 Amending Policy 000-5 to Add Section 7 Regarding Recommendations of Boards, Committees and Commissions; and
2. Approve Protocol for recommendations to the City Council by Boards, Committees and Commissions.

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

- B. League of California Cities (LoCC) Annual Conference Voting Delegate and Alternate(s)
No public comment received.

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

1. Adopt Resolution No. 24-036 appointing Mayor Pro Tem Smith as voting delegate to represent the City on policy matters at the League of California Cities (LoCC) Annual Conference on October 16-18 in Long Beach, California.

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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

Council adjourned the regular and special meetings at 8:57 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: Brian Pierik, City Attorney
MEETING DATE: August 21, 2024
SUBJECT: Second Reading of an Ordinance Amending Section 2.06.010 (a) of the Pacific Grove Municipal Code Relating to Residency Requirement for City Manager
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Hold second reading of an Ordinance Amending Section 2.06.010 (a) of the Pacific Grove Municipal Code Relating to Residency Requirement for City Manager.

DISCUSSION

No changes were made between the first and second readings of this ordinance. The City Clerk caused a summary of this ordinance to be published on August 15, 2024.

Municipal Code Section 2.06.010 currently reads, in pertinent part, as follows:

“The city manager shall be appointed by the affirmative vote of five-sevenths of the council. The city manager, who shall be the administrative head of the city government, shall be chosen by the council without regard to political consideration and with reference solely to his/her qualifications for such office.

(a) Residence Requirement. It shall not be necessary that he or she reside in the city at the time of his/her appointment, but he or she shall become a resident thereof within 60 days thereafter and thereafter during his or her incumbency actually reside in said city.”

California Constitution, Article XI, Section 10 (b) reads:

“(b) A city or county, including any chartered city or chartered county, or public district, may not require that its employees be residents of such city, county, or district; except that such employees may be required to reside within a reasonable and specific distance of their place of employment or other designated location.”

Thus, the test to determine whether a residency requirement is valid is one of reasonableness and should be evaluated based on whether it is designed to achieve a legitimate objective.

There are considerations that can be included in determining what is a reasonable distance for a City

Manager residence. For example, the City Manager serves as the emergency services director for the City and should be living within a reasonable driving distance to take action during an emergency.

For these reasons, this Ordinance is being proposed to amend Section 2.06.010 (a) to read as

(a) Residence Requirement. It shall not be necessary that he or she reside in the city at the time of his/her appointment, but he or she shall become a resident ~~thereof~~ within 60 days thereafter ~~and thereafter during his or her incumbency actually reside in said city~~ of the County of Monterey or such other location as mutually agreed upon in writing by the City Council and the City Manager.

With this amendment to Section 2.06.010 (a) the City Manager would not be required to live in the City of Pacific Grove, but would be required to be a resident of the County of Monterey or such other location as mutually agreed upon in writing by the City Council and City Manager.

OPTIONS

Provide alternative direction.

FINANCIAL IMPACT:

There is no fiscal impact related to enactment of this Ordinance.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Proposed Ordinance Amending PGMC 2.06.010(a) re CM Residency Requirement

ORDINANCE NO. 24-XXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING SECTION 2.06.010 (a) OF THE PACIFIC GROVE MUNICIPAL CODE REGARDING RESIDENCE REQUIREMENT FOR CITY MANAGER

FACTS

1. Municipal Code Section 2.06.010 currently reads, in pertinent part, as follows:

The city manager shall be appointed by the affirmative vote of five-sevenths of the council. The city manager, who shall be the administrative head of the city government, shall be chosen by the council without regard to political consideration and with reference solely to his/her qualifications for such office.

(a) Residence Requirement. It shall not be necessary that he or she reside in the city at the time of his/her appointment, but he or she shall become a resident thereof within 60 days thereafter and thereafter during his or her incumbency actually reside in said city.

2. This Ordinance will amend Section 2.06.010 (a) read as follows with the deleted text stricken and the added text underlined:

(a) Residence Requirement. It shall not be necessary that he or she reside in the city at the time of his/her appointment, but he or she shall become a resident ~~thereof~~ within 60 days thereafter ~~and thereafter during his or her incumbency actually reside in said city~~ of the County of Monterey or such other location as mutually agreed upon in writing by the City Council and the City Manager.

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

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

SECTION 2. Section 2.06.010 (a) of the Pacific Grove Municipal Code is hereby amended and shall read as follows:

(a) Residence Requirement. It shall not be necessary that he or she reside in the city at the time of his/her appointment, but he or she shall become a resident within 60 days thereafter of the County of Monterey or such other location as mutually agreed upon in writing by the City Council and the City Manager.

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

SECTION 4. Severability. If any provision, section, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent

jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

Section 5. In accord with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following its passage and adoption.

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

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

DATED: _____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN A. PIERIK, City Attorney



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Gho, Public Works Director/Deputy City Manager
MEETING DATE: August 21, 2024
SUBJECT: Second Reading of an Ordinance Approving an Amendment to the Lease between Lighthouse Fellowship and the City of Pacific Grove
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Hold second reading of an Ordinance approving an amendment to the lease between Lighthouse Fellowship and the City of Pacific Grove for the use of City owned property located at 515 Junipero Avenue, commonly known as the Community Center, in the City of Pacific Grove, and authorizing the Mayor to execute Amendment #2 and any Letters of extension of the Lease.

DISCUSSION

No changes were made between the first and second readings of this ordinance. The City Clerk caused a summary of the ordinance to be published on August 15, 2024.

The City owns the property located at 515 Junipero Avenue, Pacific Grove, CA 93950. This property is commonly known as the Community Center. Within the larger property is an office space, referred to as the Community Center Office. From 2009 until 2015 the office space was seldom used. In March 2015, the City signed a Lease agreement with Lighthouse Fellowship for one year, with two, one-year extension options. In 2018, the Council authorized an amendment to the Lease for an additional year, with up to five (5) consecutive options to renew and extend the term of the lease, each for a period of up to one (1) year. The last extension was harnessed in FY2023/2024.

The Lighthouse Fellowship desires to remain a tenant of the Community Center Office and has requested an extension of the lease agreement. The staff recommendation is to authorize Amendment #2 to the Lease Agreement. The amendment will extend the term of the lease for a one-year period (FY2024-2025), with up to four (4) options to extend the lease annually, each for a period of up to one (1) year. All other terms of the lease will remain the same including the rent. The agreed upon rent is \$650 per month, for the 600 square feet of office space. The Lighthouse Fellowship provides all the necessary insurance documents and fulfills all conditions noted in the original lease documents.

During this 9-year term, Lighthouse Fellowship has been a positive presence at the facility and a great partner with the City of Pacific Grove.

OPTIONS

Provide alternative direction.

FINANCIAL IMPACT:

Rent will be paid to the City by the Lighthouse Fellowship in the amount of \$650 a month.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Lease and Amendment #1

Amendment #2

Ordinance for office Lease

**CITY OF PACIFIC GROVE
COMMUNITY CENTER RECREATION OFFICE LEASE**

THIS LEASE AGREEMENT, (Lease) is entered into this 6th day of February, 2015, by and between the City of Pacific Grove (City), a municipal corporation, and Lighthouse Fellowship of Pacific Grove (Lessee). The City and Lessee, collectively, shall be referred to as the Parties.

RECITALS

A. WHEREAS, the City is the owner of the real property located at 515 Junipero Ave, Pacific Grove, CA 93950;

B. WHEREAS, located on the Property is the Recreation Office (Premises), which is currently unused by City;

C. WHEREAS, lessee wishes to Lease the Premises from City, and City wishes to Lease Premises to Lessee; and

NOW THEREFORE, for mutually acknowledged valuable consideration, the Parties hereby covenant and agree as follows:

AGREEMENT

1. Terms of Lease; Use; Operation of Lease.

1.1 Premises. The Premises are defined, and are therefore limited to the Recreation Office located at 515 Junipero Avenue in Pacific Grove, California more particularly described on Attachment "A," attached hereto and incorporated herein by this reference. Lessee shall also have access to, and use of, the adjacent public restrooms (Public Restrooms).

1.2 Lease. City hereby Leases and lets to Lessee, and Lessee hereby Leases and takes from City all areas that constitute the described Premises.

1.3 Term of Lease. The term of this Lease shall be for one year, commencing on **March 1, 2015.**

1.4 Options to Extend. So long as Lessee is not in default under any term or condition of this Lease, Lessee shall have an option to extend this Lease for two (2) consecutive options to renew and extend the Term of this Lease, each for a period of one (1) year. Should the Parties fail to reach agreement on the rental rate to be paid during any such extension prior to the expiration date of this Lease or the expiration of any extension, this Lease shall terminate as of the expiration date of this Lease or the expiration of any extension. Lessee shall provide City written notice of Lessee's intent to extend on or before ninety (90) days prior to the expiration of

the Lease. Any option term shall be cancelled upon the failure of Lessee to provide written notice in accord with this paragraph.

1.5 Use of Premises.

1.5.1 Use of Premises. Lessee shall use and occupy the Premises pursuant to this Lease and upon the terms and conditions herein solely for general office use or small meeting space.

1.5.2 Compliance with Law. Tenant shall not use or occupy the Premises in violation of law or for any purpose which is in violation of any zoning or other land use regulation and shall discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. Lessee, at its sole cost and expense shall obtain any and all permits and licenses which may be required for the operation of the Premises, and Lessee shall pay any and all taxes, including sales and use taxes, which may be assessed against Lessee for any reason in the operation of the Premises. Lessee shall not commit, or suffer to be committed, any waste or nuisance in its occupancy of the Premises.

2. Rent.

2.1 Base Rent. Base Rent for the Premises shall be shall be six hundred fifty (\$650.00) per month, payable on the first day of each month, for the first 12 months of the Agreement.

3. Late Payment of Rent.

3.1 Late Charge. Lessee acknowledges that late payment to City rent shall cause City to incur costs not contemplated by this Lease. The exact amount of those costs is difficult and impracticable to determine. Therefore, if any rent payment is not received by first of each month, Lessee shall pay to City an additional sum of ten percent (10%) per month of rent as a late charge. A separate late charge shall become due and payable for each month until the full balance is paid.

3.2 Fair Estimate of Costs. The Parties agree that the late charge referenced above is a fair and reasonable estimate of costs City shall incur by reason of any late payment. City's acceptance of any late charge shall not constitute a waiver, by City, of any default with respect to the overdue amount. City may exercise any of its rights and remedies notwithstanding its receipt of the late charge.

4. Utilities; Maintenance & Repair.

4.1 Premises Access to Utilities. City agrees it will make available to the Premises utility facilities for the distribution within the Premises of, electricity, lighting, heat, and a telephone outlet. Lessee shall be responsible for making available internet services.

4.2 Contract for Utilities. City shall be responsible to pay for all heating and electricity utility services. As to all other utility service, Lessee shall contract directly, and be solely responsible to pay for all other utility services, including, without limitation, telephone, cable and/or satellite TV, and Internet service fees and charges. City shall not be liable for damage or other loss due to failure or interruption of any utility services, and failure or interruption of those services shall not entitle Lessee to terminate this Lease.

4.3 Maintenance and Repair of Premises by Lessee. Lessee agrees to: (1) keep the Premises in a clean and sanitary condition; (2) immediately notify the City of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse City for the cost of any damage by Lessee or its guests or invitees. Further, Lessee shall repair, replace, rebuild or restore, in good order and safe condition, interior and exterior windows, locks, window casements, fixtures, and furnishings. As to each, maintenance and repair shall be made in a workmanlike manner, utilize good quality materials, and completed to a standard that each item is in good and safe operable, usable and sanitary order and condition.

4.4 Maintenance and Repair of Premises by City. City shall repair, replace, rebuild or restore, in good order and safe condition, the interior and exterior of the Premises throughout the term of this Lease and any extension thereof. This obligation shall extend only to any office walkway, doors, electrical wiring, conduits, outlets, flooring, walls, ceiling, and/or HVAC system. As to each, maintenance and repair shall be made in a workmanlike manner, utilize good quality materials, and completed to a standard that each item is in good and safe operable, usable and sanitary order and condition.

4.5 Proof to City. Lessee shall provide written proof of maintenance, repair, replacement, rebuilding, and/or restoration as may be required by City.

5. Insurance and Indemnification.

With respect to the premises leased under this Agreement, Tenant shall maintain the insurance specified below. The City of Pacific Grove reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Tenant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this lease.

5.1 Workers Compensation & Employers Liability Insurance. The following Workers Compensation & Employers Liability Insurance shall be required if Tenant has employees:

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability Insurance with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against the City of Pacific Grove.
- Required Evidence of Coverage:

- Subrogation waiver endorsement
- Completed Certificate of Insurance.

If Tenant currently has no employees, Tenant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

5.2 General Liability Insurance. Tenant shall obtain General Liability Insurance with the following requirements:

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 0001. Coverage shall be on a standard occurrence form.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate. The General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Tenant maintains higher limits than the specified minimum limits, the City of Pacific Grove requires and shall be entitled to coverage for the higher limits maintained by Tenant.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the City of Pacific Grove. Tenant is responsible for any deductible or self-insured retention and shall fund it upon the City of Pacific Grove's written request, regardless of whether Tenant has a claim against the insurance or is named as a party in any action involving the City of Pacific Grove.
- The City of Pacific Grove shall be endorsed as an additional insured for liability arising out the ownership, maintenance or use of that part of the premises leased to the Tenant (ISO form CG 20 11 or equivalent).
- The insurance provided to The City of Pacific Grove as an additional insured shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by the City of Pacific Grove
- The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- Required Evidence of Coverage:
 - Copy of the additional insured endorsement or policy language granting additional insured status;
 - Copy of the endorsement or policy language indicating that coverage applicable to The City of Pacific Grove is primary and non-contributory; and
 - Properly completed Certificate of Insurance.

5.3 Property Insurance for Tenants Improvements & Betterments. Tenant shall obtain "Property Insurance for Tenants Improvements & Betterments" with the following requirements:

- Property insurance on a "special form" or "all risks" basis.
- Minimum Limit: the full current replacement cost of the Improvements & Betterments.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the City of Pacific Grove.
- Required Evidence of Coverage:

- Properly completed Certificate of Property Insurance or Evidence of Commercial Property Insurance.

All insurers other than the California State Compensation Insurance Fund shall have an A.M. Best's rating of at least A:VII.

Where required, the name and address for Additional Insured endorsements and Certificates of Insurance shall be: the City of Pacific Grove, 300 Forest Avenue, Pacific Grove, CA 93950.

Evidence of all coverage shall be provided for the entire term of this Agreement. Tenant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

6 Taxes

6.5 Taxes. Lessee recognizes and understands that this Lease may create a real property possessory interest tax that may subject the Lessee to real property taxes. Nonpayment of taxes may result in Lessee being in default.

7 Default.

7.5 Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

7.5.1 Vacating or abandonment of the Premises by Lessee for more than a continuous ninety (90) day period.

7.5.2 The failure by Lessee to make any payment of rent, taxes, or any other payment required to be made by Lessee where such failure shall continue for period of ten (10) days after written notice from City of the overdue amount.

7.5.3 The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, where such failure continues for a period of 30 days after written notice from City.

7.5.4 The making by Lessee of any general assignment for the benefit of creditors.

7.5.5 The institution of any bankruptcy proceedings by or against Lessee.

7.5.6 Lessee's improper, unauthorized or unpermitted use of Premises.

7.6 Remedies in Default. City shall provide Lessee with written notice of its material breach. Lessee shall have thirty (30) days to cure said breach. In the event of any such continuing default or breach by Lessee, City may at any time thereafter, with or without notice or demand, and without limiting City in the exercise of any right or remedy which City may have by reason of such default or breach:

7.6.1 Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the property to City. Additionally, City shall be entitled to recover from Lessee all damages incurred by City by reason of Lessee's default including, but not limited to:

7.6.1.1 The reasonable cost of recovering possession of the Premises.

7.6.1.2 Reasonable expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees and any real estate commission actually paid.

7.6.2 Maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee has abandoned the Premises. In such event, City is entitled to enforce all of its rights and remedies under this Lease, including the right to recover the rent as it becomes due.

7.6.3 Pursue any other remedy now or hereafter available to City under the laws of California.

7.7 Assignment and Subletting. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber any of Lessee's interest in this Lease or in the Premises without City's prior written consent.

7.8 Surrender. At the end of the term or upon sooner termination of this Lease, Lessee shall surrender the Premises and tenant improvements to the City in good order, condition and repair, ordinary wear and tear excepted. All improvements shall remain the property of City. Any damage to the Premises occasioned by Lessee's removal of its furnishings and equipment shall be repaired by Lessee, or City may, at its option, repair and Lessee shall pay reasonable costs.

7.9 Entry for Repair. City reserves the right to enter the Premises to inspect for Lease compliance, to make necessary repairs and improvements which Lessee has failed to make, to supply necessary services, and for other legitimate purposes, at any reasonable time, during normal business hours and with forty eight (48) hours advanced notice to Lessee, or upon such other time as may be mutually agreed, emergencies excepted. The City may not unreasonably interfere with Lessee's use of the premises in its entry under this provision.

7.10 Alterations. Lessee shall not make any structural change without the prior written consent of the City. Any alteration other than the installation of removable equipment or appliances shall become property owned by City. City shall not be liable for the cost or expense of any alteration.

7.11 Other Provisions Regarding Premises.

7.11.1 Lessee shall be allowed, at its sole cost and expense, to remove the existing carpet and replace it with new carpet. The new carpet shall be approved by City, whose consent shall not be unreasonably withheld.

7.11.2 Prior to commencement of this Lease, City shall remove all furniture and materials from the Premises.

7.11.3 Prior to commencement of this Lease, the City shall have the exterior and office doors re-keyed and shall retain a copy of the key. Lessee shall reimburse the City for the costs of re-keying the doors.

7.11.4 Lessee is specifically authorized to remove existing City signage and stickers on the Premises door and place a new sign on the door. New signage must comply with City sign regulations and must be approved by City, whose consent shall not be unreasonably withheld.

7.11.5 Lessee shall be allowed, at its sole cost and expense, to repaint the interior of the Premises.

7.12 Waste. Lessee shall not commit, or allow to be committed, any waste, damage, or nuisance on the Premises.

7.13 Liens. Lessee shall keep the Premises free and clear from any liens arising out of any work performed, material furnished, or obligation incurred by Lessee.

7.14 Destruction of Premises. If the Premises are destroyed or made unusable by fire, flood, vandalism or any other cause so as to make it impossible to carry on business, this agreement and its provisions, may be terminated at the election of either City or Lessee, delivered in writing to the other Party within thirty (30) days after such destruction.

7.15 Claims. Lessee shall notify City, in writing, by the end of the next non-holiday weekday, of any occurrence at the Premises which involves injury to person or property. This notice shall include the full description of facts, circumstances, nature of the incident. Lessee shall provide the names and addresses of persons involved, and of all witnesses. Lessee shall promptly provide City with copies of any claim for damage, including copies of any court actions regarding incidents that occurred on or about the Premises.

7.16 Holding Over. If Lessee remains in possession of the Premises after the expiration of the term and without executing a new Lease, then such holding over shall be construed as a tenancy from month to month, subject to all of the applicable terms and conditions of this Lease, provided however that Base Rent and Percentage Rent shall increase by a factor of two hundred percent (200%) during the month to month tenancy.

7.17 Waiver. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Lease or failure to enforce any provision of ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law for any subsequent breach or violation of the same. The subsequent acceptance by either Party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Lease or of any applicable law or ordinance.

7.18 Mediation. Lessee shall continue to perform under this Lease during any dispute. Any controversy between the parties regarding the construction or application of this Lease, and any claim arising out of this Lease or its breach, shall first be discussed at an informal meeting between the parties within 10 days of the dispute or claim arising. Should the informal meeting not resolve the dispute the matter shall be submitted to mediation. The parties shall agree on a mutually acceptable mediator and shall each bear their own mediation costs. If mediation does not prove successful, either party may institute a proceeding in a court of law or the parties may agree to nonbinding or binding arbitration. In the event any dispute arising from or related to this Lease results in litigation, 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.

7.19 Successors. The terms and conditions contained in this Lease shall, subject to the provisions as to assignment, apply to and bind Lessee, Lessee's tenants, Lessee's sub-tenants, and the successors of any of these persons or successors of the Parties.

7.20 Amendment. This Lease may be amended only by a written instrument, signed by both City and Lessee.

7.21 Integration. This document, together with Attachment A, represents the entire and integrated agreement between City and Lessee and supersedes all prior negotiations, representations, and agreements, either written or oral.

7.22 Governing Law. This Lease shall be governed and construed by the laws of the State of California. Venue shall be within the County of Monterey, California.

7.23 Compliance with Law. Lessee agrees it shall faithfully observe in the use of the Premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force.

7.24 Recitals Part of Lease. The Recitals set forth above are incorporated herein and constitute an integral part of this Lease.

7.25 Notices. All notices by either Party to the other shall be in writing. Notices shall be addressed as follows:

City:
City of Pacific Grove
Attn: City Manager
300 Forest Avenue
Pacific Grove, CA 93950

Lessee:
Lighthouse Fellowship of Pacific Grove
Attn: President
PO Box 700
Pacific Grove, CA 93950

A copy of any such notice shall also be delivered, in writing, as follows:

City ATTORNEY:

Office of the City Attorney
300 Forest Avenue
Pacific Grove, CA 93950

7.26 Time is of the Essence. Time is of the essence of each and every term and provision of this Agreement.

7.27 Severability. The invalidity of any provision of this Lease shall in no way affect the validity of any other provision hereof.

7.28 Headings. The headings used in this Lease are for convenience of the Parties and shall not be considered in interpreting the meaning of any provision of this Lease.

7.29 Attorney's Fees. In the event of any dispute that results in litigation or arbitration arising from or related to this Lease, including payment of rent or suit for possession, the prevailing Party shall be entitled to recovery of all reasonable costs incurred, including that Party's time, court costs, attorney fees, expenses for expert witnesses, expenses for accountants or appraisers, 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. The provisions of this paragraph shall incorporate any further relief that may be provided by any other provision of this Lease.

City of Pacific Grove:

Date: 5-16-15

Thomas Francisco
City MANAGER
City OF PACIFIC GROVE

Lighthouse Fellowship Pacific Grove:

Date: 5/7/15

David Lucas
Sr. Pastor David Lucas
President

U:\GENERAL (NEW)\City of Pacific Grove\City Property & Leases\Community Center\Lease - Recreation Office at Community Center to Lighthouse Fellowship(rev2).doc

Approved as to form



CITY ATTORNEY
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

RECREATION OFFICE LEASE - PACIFIC GROVE COMMUNITY CENTER

Page 9 of 10

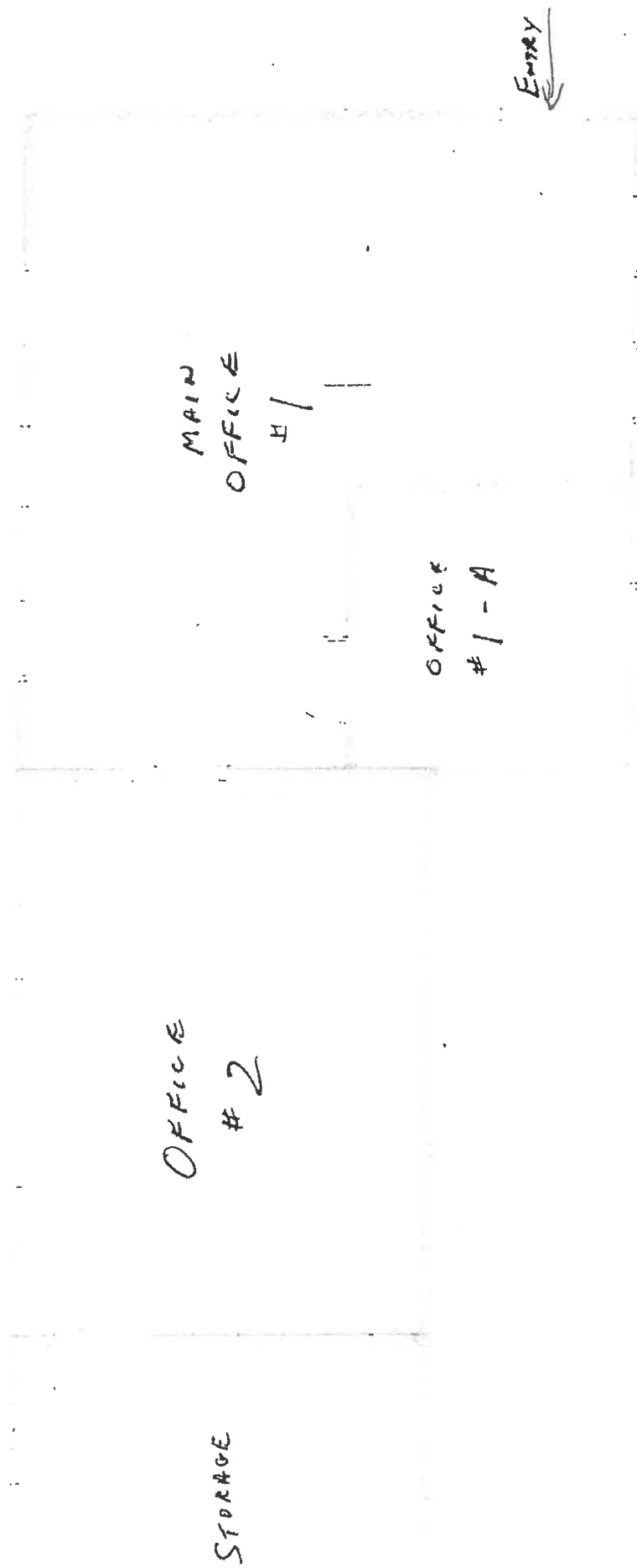
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Page 39

ATTACHMENT “A”

[Insert Description]

(as of 12.31.14)

ATTACHMENT "A"



Recreation Office
Pacific Grove Community Center (515 Junipero Ave.)

Scale 3/4" = 1"

N

AMENDMENT #1 TO THE AGREEMENT FOR THE COMMUNITY CENTER RECREATION
OFFICE LEASE TO THE LIGHTHOUSE FELLOWSHIP

WHEREAS, the City of Pacific Grove ("City") and the Lighthouse Fellowship ("Lessee")
entered into a Lease Agreement ("Agreement") dated May 16, 2015; and

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

NOW, THEREFORE, the parties agree as follows:

A. The Agreement is amended as follows:

- Section 1.3 Term of Lease. The term of this lease shall be from the date of amendment execution to June 30, 2019.
- Section 1.4 Options to Extend. So long as Lessee is not in default under any term or condition of the lease, Lessee shall have up to five (5) consecutive options to renew and extend the term of this lease, each for a period of one (1) year. Should the Parties fail to reach agreement on the rental rate to be paid during any such extension prior to the expiration date of this lease or the expiration of any extension, this Lease shall terminate as of the expiration date of this Lease or the expiration of any extension. Lessee shall provide the City written notice of Lessee's intent to extend on or before ninety (90) days prior to the expiration of the Lease. Any option term shall be cancelled upon the failure of the Lessee to provide written notice in accord with this paragraph.

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

Dated: 2/28/18



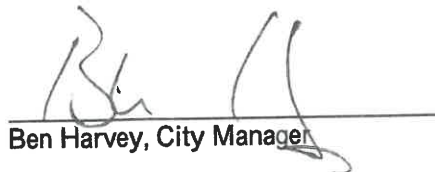
Sr. Pastor David Lucas
President, Lighthouse Fellowship

Dated: 3-5-18



Daniel Gho, Public Works Director

Dated: 3-5-18



Ben Harvey, City Manager

**AMENDMENT #2 TO THE AGREEMENT FOR THE COMMUNITY CENTER RECREATION
OFFICE LEASE TO THE LIGHTHOUSE FELLOWSHIP**

WHEREAS, the City of Pacific Grove (“City”) and the Lighthouse Fellowship (“Lessee”) entered into a Lease Agreement (“Agreement”) dated May 16, 2015; and

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

NOW, THEREFORE, the parties agree as follows:

A. The Agreement is amended as follows:

- Section 1.3 Term of Lease. The term of this lease shall be from the date of amendment execution to June 30, 2025.
- Section 1.4 Options to Extend. So long as Lessee is not in default under any term or condition of the lease, Lessee shall have up to four (4) consecutive options to renew and extend the term of this lease, each for a period of one (1) year subject to the execution by the Parties of a letter approving the extension (“Letter”). The Mayor is authorized to execute the Letter on behalf of the City. Should the Parties fail to reach agreement on the rental rate to be paid during any such extension prior to the expiration date of this lease or the expiration of any extension, this Lease shall terminate as of the expiration date of this Lease or the expiration of any extension. Lessee shall provide the City written notice of Lessee’s intent to extend on or before ninety (90) days prior to the expiration of the Lease. Any option term shall be cancelled upon the failure of the Lessee to provide written notice in accord with this paragraph.

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

Dated: _____

Sr. Pastor David Lucas

President, Lighthouse Fellowship

Dated: _____

Bill Peake, Mayor

ORDINANCE NO. 24-_____
ORDINANCE OF THE CITY OF PACIFIC GROVE AUTHORIZING THE CITY TO
EXECUTE LEASE AMENDMENT #2 FOR THE
COMMUNITY CENTER OFFICE SPACE

WHEREAS, The City owns the property located at 515 Junipero Avenue, commonly known as the Community Center Office; and

WHEREAS, From June of 2009 - February 2015, this office space has essentially gone unused; and

WHEREAS, Lighthouse Fellowship of Pacific Grove has been a tenant in good standing for the past nine years; and

WHEREAS, Our City's Attorney and Risk Manager have also been involved in the contract language that is included in this report; and

WHEREAS, The agreed rent is \$650 per month, for the 600 square feet of office space and Insurances for Liability and Workman's Compensation are a condition for this agreement; and

WHEREAS, The lease amendment is for 1 year with the option to extend for an additional 4 years by mutual letter; and

WHEREAS, The City Council authorizes the Mayor to execute all extensions associated with this lease amendment upon approval of this ordinance

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 and hereby incorporated by reference as though set forth fully herein.

SECTION 2. The Agreement and Lease between the City of Pacific Grove and the Lighthouse Fellowship of Pacific Grove is hereby approved. The agreement shall remain in force according to terms and conditions thereof.

SECTION 3: The City Manager is authorized to execute all documents and to perform all other necessary City acts to implement the ordinance.

SECTION 4. If any provision, section, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs,

sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. In accord with Article 15 of the City Charter, this ordinance shall become effective on September 1, 2024.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE
THIS ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

PEAKE, Mayor BILL

ATTEST:

DATED:_____

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: Jazelle Johnson, Accountant
MEETING DATE: August 21, 2024
SUBJECT: Fourth Quarter Treasurer's Quarterly Report
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

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

DISCUSSION

Article 19, Section (K) of the City Charter requires that a quarterly statement of all funds in the treasury be submitted to the Council. The Treasurer's report allows the Council and public to verify that the City's funds are invested in a safe and prudent manner, and that such investments comply with City policy and state law. The Treasurer's Report is different from a budget report, as its purpose is to report on cash balances.

This report reflects the City's balances as of June 30th, 2024 and shows that cash and investments were held citywide, with a market value of \$ 37,892,561.22. All investments are in government securities, certificates of deposit (CD), or other approved investment vehicles. The maturity dates are laddered, to ensure liquidity. Investments that have matured will be reinvested according to the cities' applicable policies. All bank balances are insured. The City does not actively trade either certificates of deposits or federal agency securities but holds investments in the portfolio for maturity.

Date	Description	Rate	Dollar Amt/ Face Value	Activity
04/30/24	US Treasury Securities NTS	2.50%	180,000	Maturity
05/01/24	Wells Fargo Bk N A Sioux Falls S D	5.05%	238,000	Maturity
05/03/24	Comerica Bk Dallas Tx	5.05%	238,000	Maturity
05/28/24	Greenwood Cr Un Warwick RI SH CTF	4.95%	248,000	Maturity
05/28/24	Mountain Amer Fed Cr Un West Jordan UT	5.00%	248,000	Maturity
06/10/24	BMO Harris Bk Natl Assn Chicago Ill	2.80%	246,000	Maturity

04/05/24	Federal Farm Cr Bnk	4.65%	500,000	Purchase
04/05/24	Federal Farm Cr Bnk Systemwide BDS	4.65%	180,000	Purchase

Investment Notes:

- The average yield on the City's portfolio for the quarter is 3.15%. This represents a yield rate that is 0.04% less than the prior quarter and 0.09% greater than the same quarter of the prior year.

OPTIONS

N/A – This is an informational report.

FINANCIAL IMPACT:

There is no fiscal impact. This is informational only.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Q4 Treasurer's Report

**City of Pacific Grove
Treasurers' Report
As of June 30, 2024**

DEPOSITORY	ACCOUNT	DESCRIPTION OF SECURITY	MATURITY DATE	INTEREST RATE/YIELD	DOLLAR/PAR AMOUNT	MARKET VALUE
State of California	Local Agency Investment Fund (LAIF)		Immediate	4.48%	8,497,893.80	8,497,893.80
					8,497,893.80	8,497,893.80
Bank of America	Checking	Pooled Cash	Immediate	0.00%	1,998,974.65	1,998,974.65
					1,998,974.65	1,998,974.65
N/A	Petty Cash	General	Immediate	0.00%	685.00	685.00
					685.00	685.00
Concourse Financial Group	Cash	Dreyfus Govt Cash Mngt		4.94%	8,434,750.55	8,434,750.55
Concourse TVI	Certificate of Deposit	Alabama Cr Un Tuscaloosa Ala Sh Ctf	11/22/2024	4.90%	248,000.00	247,541.20
Concourse TVI	Certificate of Deposit	All In Fed Cr Un Daleville AL Sh Ctf	12/20/2027	4.40%	249,000.00	246,054.33
Concourse TVI	Certificate of Deposit	Alliant Cr Un Chicago Ill Sh Ctf	12/30/2027	4.85%	249,000.00	249,662.34
Concourse TVI	Certificate of Deposit	Ally Bk Sandy Utah	6/9/2026	3.00%	246,000.00	237,355.56
Concourse TVI	Certificate of Deposit	Amerant Bk Natl Assn Coral Gables FL	12/3/2025	0.45%	249,000.00	233,193.48
Concourse TVI	Certificate of Deposit	American Express Natl Bk	7/13/2027	3.25%	246,000.00	234,807.00
Concourse TVI	Certificate of Deposit	Austin Telco Fed Cr Un Tex Sh CTF	12/16/2026	4.95%	249,000.00	249,435.75
Concourse TVI	Certificate of Deposit	BMW Bk North Amer Salt Lake City Utah	11/20/2025	0.50%	249,000.00	233,758.71
Concourse TVI	Certificate of Deposit	Bank Baroda New York Brh	7/22/2025	0.65%	249,000.00	237,433.95
Concourse TVI	Certificate of Deposit	Baxter Cr Un Vernon Hills Ill Sh CTF	11/30/2026	5.00%	248,000.00	248,726.64
Concourse TVI	Certificate of Deposit	Baycoast Bnk Swansea Mass CTF	1/24/2025	1.70%	247,000.00	242,003.19
Concourse TVI	Certificate of Deposit	Bridgewater Bk St Louis Pk, MN	11/28/2025	0.45%	249,000.00	233,325.45
Concourse TVI	Certificate of Deposit	Capital One Natl Assn McLean VA CTF	8/7/2024	2.25%	247,000.00	246,123.15
Concourse TVI	Certificate of Deposit	Capital One Natl Assn Glen Allen VA CTF	6/9/2025	3.00%	246,000.00	240,969.30
Concourse TVI	Certificate of Deposit	Celtic Bk Salt Lake City Utah	3/17/2027	4.70%	249,000.00	247,869.54
Concourse TVI	Certificate of Deposit	Direct Fed Cr Un Needham Mass SH CTF	11/9/2026	4.75%	249,000.00	248,325.21
Concourse TVI	Certificate of Deposit	Discover BknGreenwood Del	6/7/2027	3.15%	246,000.00	234,371.58
Concourse TVI	Certificate of Deposit	Dort Finl CR Grand Blanc MI	1/12/2026	4.50%	247,000.00	245,120.33
Concourse TVI	Certificate of Deposit	1ST Finl Bk Dakota Dunes SD	7/11/2024	2.90%	249,000.00	248,780.88
Concourse TVI	Certificate of Deposit	First Natl Bk Middle TENN	5/19/2027	4.45%	244,000.00	241,067.12
Concourse TVI	Certificate of Deposit	First Technology FED CR Mtn View CA	2/18/2025	4.85%	249,000.00	248,345.13
Concourse TVI	Certificate of Deposit	Flagstar BK Hicksville New York	4/24/2025	5.25%	243,000.00	242,907.66
Concourse TVI	Certificate of Deposit	Honolulu Fire Dept Fed CR UN	6/22/2027	4.65%	249,000.00	247,413.87
Concourse TVI	Certificate of Deposit	Ideal Cr Un Woodbury MN SH CTF	12/29/2027	4.50%	249,000.00	246,908.40
Concourse TVI	Certificate of Deposit	Industrial & Coml Bk China USA Natl Assn NY CTF	2/11/2026	0.45%	249,000.00	231,557.55
Concourse TVI	Certificate of Deposit	JPMorgan Chase BK NA Columbus OH CTF Dep	12/15/2025	0.50%	248,000.00	232,175.12
Concourse TVI	Certificate of Deposit	Latino Cmnty Cr Un Durham NC SH CTF	12/21/2027	4.50%	249,000.00	246,853.62
Concourse TVI	Certificate of Deposit	Liberty Fed Cr Un Evansville IN SH CTF	12/9/2024	4.90%	249,000.00	248,506.98
Concourse TVI	Certificate of Deposit	Liberty First Cr Un Lincoln Neb	1/20/2026	4.55%	249,000.00	247,279.41
Concourse TVI	Certificate of Deposit	Live Oak Bkg Co Wilmington NC CTF Dep	11/27/2024	1.85%	249,000.00	245,424.36
Concourse TVI	Certificate of Deposit	Lyons Natl BK NY	3/16/2026	4.75%	244,000.00	243,016.68
Concourse TVI	Certificate of Deposit	Manufacturers & Traders Buffalo NY	1/31/2025	4.50%	244,000.00	242,794.64
Concourse TVI	Certificate of Deposit	Medallion Bk Salt Lake City UTAH	6/16/2027	4.50%	249,000.00	246,392.97
Concourse TVI	Certificate of Deposit	Merrick Bk South Jordan Utah	1/31/2025	1.70%	249,000.00	243,945.30
Concourse TVI	Certificate of Deposit	Minnwest Bk Redwood Falls Minn Ctf Dep	7/15/2025	0.50%	249,000.00	237,135.15
Concourse TVI	Certificate of Deposit	Morgan Stanley Bk N A Salt Lake City Ut CTF	3/23/2028	4.90%	244,000.00	245,420.08
Concourse TVI	Certificate of Deposit	New York Cmnty Bk Westbury N Y	7/1/2026	0.70%	249,000.00	229,333.98
Concourse TVI	Certificate of Deposit	Preferred Bk Los Angeles Calif Ctf Dep	8/16/2024	2.00%	249,000.00	247,889.46
Concourse TVI	Certificate of Deposit	Signature FED Cr Un Alexandria VA	1/31/2028	4.40%	249,000.00	246,183.81
Concourse TVI	Certificate of Deposit	Southern Bk Poplar Bluff MO CTF DEP	11/8/2024	4.70%	249,000.00	248,399.91
Concourse TVI	Certificate of Deposit	Synchrony Bk Retail CTF Dep Citigroup Instl CTF Dep	12/10/2026	1.25%	248,000.00	227,604.48
Concourse TVI	Certificate of Deposit	Technology CR UN San Jose CA	1/21/2025	5.00%	248,000.00	247,595.76
Concourse TVI	Certificate of Deposit	Texas Exchange Bk SSB Crowley Ctf Dep	11/25/2025	0.60%	249,000.00	233,392.68
Concourse TVI	Certificate of Deposit	Truiliant FED Cr Un Winston Salem NC	3/27/2026	5.00%	247,000.00	247,113.62
Concourse TVI	Certificate of Deposit	UBS Bk USA Salt Lake City Ut	6/23/2026	0.75%	249,000.00	229,573.02
Concourse TVI	Certificate of Deposit	US Alliance FCU Rye New York SH CTF	9/30/2027	4.00%	249,000.00	242,854.68
Concourse TVI	Certificate of Deposit	University Bk Ann Arbor MICH CTF DEP	11/30/2027	4.20%	249,000.00	244,400.97
Concourse TVI	Certificate of Deposit	Univest Natl Bk TR Souderton PA	5/5/2028	4.10%	249,000.00	243,888.03
Concourse TVI	U.S. Treasury Securities	United Sts Treas NTS	9/30/2025	0.60%	250,000.00	235,732.50
Concourse TVI	U.S. Treasury Securities	United Sts Treas NTS	5/31/2026	0.70%	250,000.00	231,845.00
Concourse TVI	U.S. Treasury Securities	United Sts Treas NTS	4/15/2025	3.35%	500,000.00	490,130.00
Concourse TVI	U.S. Government Bonds	Federal Home Ln Bks	9/8/2028	4.770%	250,000.00	253,510.00

**City of Pacific Grove
Treasurers' Report
As of June 30, 2024**

DEPOSITORY	ACCOUNT	DESCRIPTION OF SECURITY	MATURITY DATE	INTEREST RATE/YIELD	DOLLAR/PAR AMOUNT	MARKET VALUE
Concourse TVI	U.S. Government Bonds	Federal Home Ln Bks	1/17/2029	4.240%	250,000.00	247,372.50
Concourse TVI	U.S. Government Bonds	Federal Farm Cr Bks	1/11/2027	1.470%	530,000.00	489,884.30
Concourse TVI	U.S. Government Bonds	Federal Farm Cr Bks	11/27/2028	4.400%	500,000.00	501,275.00
Concourse TVI	U.S. Government Bonds	Federal Farm Cr Bks	1/18/2029	3.970%	750,000.00	734,925.00
Concourse TVI	U.S. Government Bonds	Federal Farm Cr Bks*	4/5/2029	4.650%	500,000.00	505,025.00
Concourse TVI	U.S. Government Bonds	Federal Farm Cr Bks	3/12/2029	4.260%	500,000.00	495,120.00
Concourse TVI	U.S. Government Bonds	Federal Agric MTG Corp	10/4/2027	4.500%	334,000.00	326,040.78
Total Concourse - General					24,949,750.55	24,575,842.66
TOTAL GENERAL INVESTMENTS					35,447,304.00	35,073,396.11
Concourse TVI Yount	Cash	Sweep Money Market Fund		4.94%	173.32	173.32
Concourse TVI Yount	Fixed Income	Bank Hapoalim B M New York BRH Ctf Dep	12/15/2025	0.50%	205,000.00	191,927.15
Concourse TVI Yount	U.S. Government Bonds	Federal Farm Cr Bks Cons Systemwide BDS	9/16/2025	0.55%	96,000.00	90,928.32
Concourse TVI Yount	U.S. Government Bonds	Federal Farm Cr Bks Cons Systemwide	5/13/2026	0.88%	170,000.00	158,113.60
Concourse TVI Yount	U.S. Government Bonds	Federal Farm Cr Bks Cons Systemwide BDS	1/11/2027	1.47%	97,000.00	89,658.07
Concourse TVI Yount	U.S. Government Bonds	Federal Farm Cr Bks Cons Systemwide BDS *	4/5/2029	4.65%	180,000.00	181,809.00
Concourse TVI Yount	U.S. Government Bonds	Federal Agric Mtg Corp Medium Terms Nts Fed	1/15/2026	0.48%	95,000.00	88,789.85
Total Concourse - Endowments					843,173.32	801,399.31
TOTAL INVESTMENTS HELD FOR ENDOWMENTS					843,173.32	801,399.31
Umpqua Bank	Money Market			0.01%	2,017,765.80	2,017,765.80
Total Umpqua Bank					2,017,765.80	2,017,765.80
TOTAL RESERVE INVESTMENT					2,017,765.80	2,017,765.80
GRAND TOTAL					38,308,243.12	37,892,561.22



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: August 21, 2024
SUBJECT: Check Register for July 2024
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 July 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

Check Register for July

SUPERION
DATE: 08/14/2024
TIME: 17:52:02

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.yr='25' and transact.period='1'
ACCOUNTING PERIOD: 2/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	19145 V	04/26/24	7028	DANIEL M DEIS	301	5215	M&I INTRGTN TRNG	0.00	-259.00
101	109553 V	06/07/24	8560	LUKE COLETTI	101	5291	CHAMBER DINNER	0.00	-85.00
101	109733 V	07/05/24	7838	COMMERCIAL SERVICE	503	5223	PT PINOS GRILL FRID	0.00	-833.00
101	109774 V	07/05/24	1750	MONTEREY COUNTY ELE	121	5291	VOTER REG FILE REQ	0.00	-30.00
101	109809	07/09/24	8211	STANDARD INSURANCE	01	202	JULY 2024 PREMIUM	0.00	2,555.22
101	109810	07/09/24	632	VISION SERVICE PLAN	01	202	JULY 2024 VISION	0.00	1,360.05
101	109816	07/12/24	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,694.28
101	109816	07/12/24	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	787.27
TOTAL CHECK								0.00	2,481.55
101	109817	07/12/24	2935	CALIF LAW ENFORCMEN	01	202	DED:3200 LTD PD	0.00	672.00
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,708.55
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	1,862.00
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	2,461.78
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:112 HEALTH	0.00	904.95
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	914.82
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	946.84
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	569.42
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:119 HEALTH	0.00	1,480.52
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:3051 HEALTH EMP	0.00	510.71
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:127 HEALTH	0.00	946.84
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,189.27
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	1,230.89
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:126 HEALTH	0.00	1,230.90
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:4304 HEALTH	0.00	172.50
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,744.46
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,744.46
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,567.81
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	3,787.36
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,942.84
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	4,234.00
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	6,154.46
101	109818	07/12/24	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	7,953.00
TOTAL CHECK								0.00	51,258.38
101	109819	07/12/24	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	1,807.60
101	109820	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	13,163.28
101	109820	07/12/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	17,002.06
101	109820	07/12/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	42,471.47
TOTAL CHECK								0.00	72,636.81
101	109821	07/12/24	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	699.74
101	109822	07/12/24	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	375.00

SUPERION
DATE: 08/14/2024
TIME: 17:52:02

CITY OF PACIFIC GROVE
CHECK REGISTER - BY FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.yr='25' and transact.period='1'
ACCOUNTING PERIOD: 2/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109822	07/12/24	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	42,832.72
TOTAL CHECK								0.00	43,207.72
101	109823	07/12/24	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	396.92
101	109824	07/12/24	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	50.00
101	109825	07/12/24	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	62.78
101	109825	07/12/24	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	396.54
101	109825	07/12/24	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,150.03
101	109825	07/12/24	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	9,270.11
101	109825	07/12/24	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,293.18
TOTAL CHECK								0.00	14,172.64
101	109826	07/12/24	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	109827	07/12/24	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	303.20
101	109827	07/12/24	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	498.49
101	109827	07/12/24	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	416.90
101	109827	07/12/24	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	758.56
101	109827	07/12/24	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	112.77
TOTAL CHECK								0.00	2,089.92
101	109828	07/12/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	157.47
101	109829	07/12/24	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	699.37
101	109829	07/12/24	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	1,144.06
101	109829	07/12/24	2133	PERS	01	202	DED:08 PERS OTHER	0.00	343.17
101	109829	07/12/24	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	288.58
101	109829	07/12/24	2133	PERS	01	202	DED:0002 PERS	0.00	3,548.40
101	109829	07/12/24	2133	PERS	01	202	DED:0006 PERS CITY	0.00	8,608.80
101	109829	07/12/24	2133	PERS	01	202	DED:01 PERS	0.00	8,887.48
101	109829	07/12/24	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	9,000.30
101	109829	07/12/24	2133	PERS	01	202	DED:0000 PERS	0.00	4,805.89
101	109829	07/12/24	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	10,148.31
101	109829	07/12/24	2133	PERS	01	202	DED:0021 PERS REG M	0.00	11,464.79
101	109829	07/12/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	11,696.40
101	109829	07/12/24	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,784.52
101	109829	07/12/24	2133	PERS	01	202	DED:0004 SURV BEN	0.00	87.42
101	109829	07/12/24	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	-64.68
101	109829	07/12/24	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-3.44
TOTAL CHECK								0.00	76,439.37
101	109830	07/12/24	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	8.00
101	109830	07/12/24	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	894.46
TOTAL CHECK								0.00	902.46
101	109831	07/12/24	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	31.75
101	109832	07/12/24	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	1,417.50
101	109833	07/12/24	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	426.14

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109834	07/12/24	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	3,104.22
101	109835	07/12/24	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	390.00
101	109835	07/12/24	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	146.58
101	109835	07/12/24	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	60.00
101	109835	07/12/24	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	76.78
101	109835	07/12/24	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	15.00
TOTAL CHECK								0.00	688.36
101	109836	07/12/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	4,960.92
101	109837	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	33.64
101	109837	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	33.64
101	109837	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-33.64
101	109837	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-33.64
101	109837	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-5.92
101	109837	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	5.92
TOTAL CHECK								0.00	0.00
101	109838	07/12/24	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	9.63
101	109839	07/12/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	0.07
101	109839	07/12/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	0.39
101	109839	07/12/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	0.39
TOTAL CHECK								0.00	0.85
101	109840	07/12/24	2133	PERS	01	202	DED:0021 PERS REG M	0.00	89.90
101	109840	07/12/24	2133	PERS	01	202	DED:0021 PERS REG M	0.00	89.90
101	109840	07/12/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	91.29
101	109840	07/12/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	91.29
101	109840	07/12/24	2133	PERS	01	202	DED:0021 PERS REG M	0.00	15.83
101	109840	07/12/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	16.07
TOTAL CHECK								0.00	394.28
101	109841	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	5.92
101	109841	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	33.64
101	109841	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	33.64
101	109841	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-33.64
101	109841	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-33.64
101	109841	07/12/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-5.92
TOTAL CHECK								0.00	0.00
101	109842	07/12/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	12.76
101	109842	07/12/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	12.76
101	109842	07/12/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	2.25
TOTAL CHECK								0.00	27.77
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	301	5222	CREDIT ON ACCOUNT	0.00	-0.01
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	0.07
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	17 MI DR BALLPARK	0.00	0.12
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA ST	0.00	0.15

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CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	0.24
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	3.27
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	3.63
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKL	0.00	5.25
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	PARKING LOT LIGHT	0.00	14.29
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	131	5222	101 CITY HALL/FIN50	0.00	15.17
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	201	5222	101 CITY HALL/CEDD5	0.00	15.17
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	8.38
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	OCEANVIEW & 17TH	0.00	9.83
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	FOREST CENTRL SPR	0.00	10.73
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	CALEDONIA PK LIGHTS	0.00	10.85
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	BERWICK PARK AT	0.00	11.21
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPARTMENT 4	0.00	1,418.98
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	301	5222	580 PINE AVE	0.00	1,698.46
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	1,699.30
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	620 OCEAN VIEW POOL	0.00	1,817.19
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	117 RECREATION ROOM	0.00	18.00
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	GRAND AV & PK PL	0.00	19.18
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	COR MELROSE	0.00	20.65
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	LOVERS POINT	0.00	21.78
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	23.56
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	25.69
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	PLATT PK SPRNKL	0.00	25.91
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	PIEDMONT & MORELAND	0.00	27.01
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	BEACH BOAT STORAGE	0.00	32.59
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	131	5222	FINANCE - 7%	0.00	231.00
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	244.16
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	292.77
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	201	5222	CEDD - 9.5%	0.00	313.50
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	121	5222	CITY MANAGER - 9.5%	0.00	313.50
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	301	5222	POLICE DEPT	0.00	328.09
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	396.83
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	PHONE BOOTH-BERWICK	0.00	42.67
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	521.57
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	571.01
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	637.64
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	401	5222	550 CENTRAL AVE	0.00	656.98
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPARTMENT 24%	0.00	791.97
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	411	5222	FOREST & CENTRAL DR	0.00	1,335.61
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	301	5802	580 PINE AVE - LOAN	0.00	1,046.81
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	131	5222	300 FOREST AVE	0.00	180.45
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	17 MI DR BALLPARK	0.00	177.81
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	501	5222	FOREST 40 FT E/O LH	0.00	176.46
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	411	5222	165 FOREST AVE	0.00	153.54
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	401	5222	PUBLIC LIBRARY	0.00	140.65
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	17TH ST & LAUREL	0.00	118.32
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	117 COMMUNITY CTR	0.00	103.13
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	RECREATION - 3%	0.00	99.00
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	101	5222	CITY COUNCIL - 3%	0.00	99.00
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	162 16TH STREET	0.00	96.26
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	17 MILE DRIVE	0.00	86.58
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	CHAUTAUQUA HALL	0.00	76.59

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	351	5222	FIRE DEPT	0.00	196.31
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	CONCESSION STAND	0.00	73.38
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	300 16TH ST.	0.00	63.11
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST PINE SIG	0.00	62.62
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	COR MELROSE	0.00	60.06
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	501	5222	1307 FORST SINEX SI	0.00	58.60
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	503	5222	17 MI DR BALLPARK	0.00	11.39
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	421	5222	168 16TH ST	0.00	11.76
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD DM & 5TH	0.00	12.32
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	501	5222	CORP YARD SUNSET DR	0.00	16.06
TOTAL CHECK								0.00	16,754.16
101	109871	07/18/24	8330	AMAZON CAPITAL SERV	501	5301	OFFICE SUPPLIES	0.00	173.68
101	109873	07/18/24	5171	COMCAST	133	5206	PW INTERNET 9527	0.00	106.23
101	109874	07/18/24	7838	COMMERCIAL SERVICE	503	5223	WALK-IN FRIDGE REPA	0.00	666.95
101	109875	07/18/24	10446	ELIZABETH GLASS	01	4468	RFND REQ ELIZABETH	0.00	10.25
101	109876	07/18/24	982	FIRST ALARM INC.	301	5201	ALARM TEST	0.00	143.73
101	109877	07/18/24	7884	GARDAWORLD	131	5201	JULY SERVICE	0.00	90.84
101	109878	07/18/24	10130	MCCLEOA	301	5261	MCCLEOA MEMBRSHP DU	0.00	500.00
101	109879	07/18/24	3146	MONTEREY COUNTY AUD	101	5261	LAFCO BUDGET FY24/2	0.00	20,266.96
101	109880	07/18/24	1801	MONTEREY TIRE SERVI	505	5227	UNIT 48	0.00	765.56
101	109881	07/18/24	7417	MP EXPRESS	301	5301	NOTICE OF CORR FORM	0.00	189.21
101	109882	07/18/24	1831	MUM'S PLACE	01	4201	RFND POD PERMIT	0.00	165.00
101	109883	07/18/24	1958	ODP BUSINESS SOLUTI	121	5301	CMO OFFICE SUPPLIES	0.00	4.48
101	109883	07/18/24	1958	ODP BUSINESS SOLUTI	101	5301	OFFICE SUPPLIES	0.00	30.22
101	109883	07/18/24	1958	ODP BUSINESS SOLUTI	121	5301	OFFICE SUPPLIES	0.00	39.31
TOTAL CHECK								0.00	74.01
101	109884	07/18/24	9576	O'REILLY AUTO ENTER	503	5227	UNIT 50	0.00	296.19
101	109885	07/18/24	5567	OVERDRIVE, INC.	401	5303	BOOKS & MATERIALS	0.00	3,500.00
101	109886	07/18/24	2034	PACIFIC GROVE HARDW	131	5291	OFFICE SUPPLIES	0.00	8.73
101	109887	07/18/24	1758	THE MONTEREY COUNTY	501	5291	ON CALL CONCRETE	0.00	123.44
101	109888	07/18/24	7263	TOM'S SITE SERVICES	503	5201	TOILETS 4TH OF JULY	0.00	3,855.90
101	109889	07/18/24	8520	TOTAL IMAGING SOLUT	401	5201	CONTRACT SERVICES	0.00	935.00
101	109891	07/18/24	10411	UNIVERSAL STAFFING	131	5201	TEMP AP STAFF 7/1-7	0.00	1,283.04

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109901	V 07/19/24	6154	AT&T	421	5212	REC 0960	0.00	-31.57
101	109901	V 07/19/24	6154	AT&T	133	5212	ADMIN 2539	0.00	-31.57
101	109901	V 07/19/24	6154	AT&T	133	5206	LIBRARY INTERNET JU	0.00	-96.30
101	109901	V 07/19/24	6154	AT&T	133	5206	LIBRARY INTERNET MA	0.00	-96.30
TOTAL CHECK								0.00	-255.74
101	110026	07/26/24	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,577.58
101	110026	07/26/24	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	742.39
TOTAL CHECK								0.00	2,319.97
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:112 HEALTH	0.00	904.95
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	569.42
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:3051 HEALTH EMP	0.00	510.71
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,567.81
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,942.84
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	4,234.00
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	6,154.46
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	7,953.00
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	914.82
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	946.84
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,708.55
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:127 HEALTH	0.00	946.84
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,189.27
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	1,230.89
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:126 HEALTH	0.00	1,230.90
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:119 HEALTH	0.00	1,480.52
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	2,461.78
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	2,744.46
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,744.46
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	2,840.52
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	1,862.00
101	110027	07/26/24	1	CALPERS HEALTH	01	202	DED:4304 HEALTH	0.00	172.50
TOTAL CHECK								0.00	50,311.54
101	110028	07/26/24	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	1,807.60
101	110029	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	11,288.52
101	110029	07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	15,302.53
101	110029	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	39,259.97
TOTAL CHECK								0.00	65,851.02
101	110030	07/26/24	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	676.43
101	110031	07/26/24	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	10,309.64
101	110031	07/26/24	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	2,125.00
TOTAL CHECK								0.00	12,434.64
101	110032	07/26/24	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	396.92
101	110033	07/26/24	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	50.00

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	110034	07/26/24	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	63.43
101	110034	07/26/24	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	431.93
101	110034	07/26/24	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,044.23
101	110034	07/26/24	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,329.25
101	110034	07/26/24	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,148.52
TOTAL CHECK									11,017.36
101	110035	07/26/24	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	110036	07/26/24	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	112.77
101	110036	07/26/24	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	284.25
101	110036	07/26/24	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	416.90
101	110036	07/26/24	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	498.49
101	110036	07/26/24	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	758.56
TOTAL CHECK									2,070.97
101	110037	07/26/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	135.40
101	110038	07/26/24	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	136.67
101	110038	07/26/24	2133	PERS	01	202	DED:0004 SURV BEN	0.00	83.70
101	110038	07/26/24	2133	PERS	01	202	DED:08 PERS OTHER	0.00	352.70
101	110038	07/26/24	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	693.35
101	110038	07/26/24	2133	PERS	01	202	DED:0021 PERS REG M	0.00	11,901.86
101	110038	07/26/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	12,224.97
101	110038	07/26/24	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	441.61
101	110038	07/26/24	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	9,739.37
101	110038	07/26/24	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	9,038.91
101	110038	07/26/24	2133	PERS	01	202	DED:01 PERS	0.00	9,215.12
101	110038	07/26/24	2133	PERS	01	202	DED:0006 PERS CITY	0.00	7,268.77
101	110038	07/26/24	2133	PERS	01	202	DED:0000 PERS	0.00	4,805.89
101	110038	07/26/24	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,995.83
101	110038	07/26/24	2133	PERS	01	202	DED:0002 PERS	0.00	3,144.97
TOTAL CHECK									75,043.72
101	110039	07/26/24	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	835.63
101	110040	07/26/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	4,365.68
101	110041	07/26/24	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	384.68
101	110042	07/26/24	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	3,498.45
101	110043	07/26/24	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	390.00
101	110043	07/26/24	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	146.58
101	110043	07/26/24	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	60.00
101	110043	07/26/24	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	69.80
101	110043	07/26/24	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	15.00
TOTAL CHECK									681.38
101	110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	0.24
101	110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	0.42
101	110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	0.84

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CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	2.14
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	3.24
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	5.12
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	6.22
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	6.65
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	7.42
101		110044	07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	7.44
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	8.16
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	8.86
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	9.26
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	9.98
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10.08
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	10.54
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	14.84
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	15.54
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	16.26
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	17.78
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	18.66
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	18.78
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	20.70
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	28.05
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	28.53
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	30.00
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	41.65
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	49.24
101		110044	07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	51.30
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	127.42
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	159.90
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	250.84
101		110044	07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	270.24
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	586.02
101		110044	07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	597.78
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	658.13
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	1,729.98
101		110044	07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	1,780.12
101		110044	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	4,246.77
101		110044	07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	13.12
101		110044	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	12.14
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-20.70
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-28.05
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-28.53
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-30.00
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-41.65
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-49.24
101		110044	v 07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-51.30
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-127.42
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-159.90
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-250.84
101		110044	v 07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-270.24
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-586.02
101		110044	v 07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-597.78
101		110044	v 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-658.13

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-18.78
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-18.66
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-17.78
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-16.26
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-15.54
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-14.84
101	110044	V 07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-13.12
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-12.14
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-10.54
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-10.08
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-9.98
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-9.26
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-8.86
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-8.16
101	110044	V 07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-7.44
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-7.42
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-6.65
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-6.22
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-5.12
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-3.24
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-2.14
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-0.84
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-0.42
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-0.24
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-1,729.98
101	110044	V 07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-1,780.12
101	110044	V 07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-4,246.77
TOTAL CHECK								0.00	0.00
101	110045	07/26/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	1,272.52
101	110045	07/26/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	2,720.00
101	110045	07/26/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	6,887.88
TOTAL CHECK								0.00	10,880.40
101	110046	07/29/24	2133	PERS	101	5145	JULY 2024 UAL	0.00	250.00
101	110046	07/29/24	2133	PERS	513	5145	JULY 2024 UAL	0.00	500.00
101	110046	07/29/24	2133	PERS	130	5145	JULY 2024 UAL	0.00	1,333.33
101	110046	07/29/24	2133	PERS	502	5145	JULY 2024 UAL	0.00	4,083.33
101	110046	07/29/24	2133	PERS	501	5145	JULY 2024 UAL	0.00	4,333.33
101	110046	07/29/24	2133	PERS	133	5145	JULY 2024 UAL	0.00	6,416.67
101	110046	07/29/24	2133	PERS	505	5145	JULY 2024 UAL	0.00	8,416.67
101	110046	07/29/24	2133	PERS	421	5145	JULY 2024 UAL	0.00	10,750.00
101	110046	07/29/24	2133	PERS	401	5145	JULY 2024 UAL	0.00	12,500.00
101	110046	07/29/24	2133	PERS	121	5145	JULY 2024 UAL	0.00	13,583.33
101	110046	07/29/24	2133	PERS	131	5145	JULY 2024 UAL	0.00	13,916.67
101	110046	07/29/24	2133	PERS	201	5145	JULY 2024 UAL	0.00	14,833.33
101	110046	07/29/24	2133	PERS	503	5145	JULY 2024 UAL	0.00	16,833.33
101	110046	07/29/24	2133	PERS	351	5145	JULY 2024 UAL	0.00	107,666.67
101	110046	07/29/24	2133	PERS	301	5145	JULY 2024 UAL	0.00	135,596.92
TOTAL CHECK								0.00	351,013.58
101	110047	07/30/24	2133	PERS	01	202	ADMIN FEE	0.00	200.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110047	07/30/24	2133	PERS	01	202	ADMIN FEE	0.00	200.00
TOTAL CHECK									400.00
101	110048	07/30/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	39.56
101	110049	08/01/24	10462	ADRIANA GIAOCOMELLI	01	4462	RFND PRGRM FEES	0.00	99.00
101	110050	08/01/24	3970	ALHAMBRA & SIERRA S	421	5201	BOTTLED WATER	0.00	43.91
101	110052	08/01/24	8330	AMAZON CAPITAL SERV	501	5301	OFFICE SUPPLIES	0.00	45.11
101	110052	08/01/24	8330	AMAZON CAPITAL SERV	502	5322	OIL FUNNEL SET	0.00	90.11
101	110052	08/01/24	8330	AMAZON CAPITAL SERV	501	5275	SAM BOOTS	0.00	179.17
101	110052	08/01/24	8330	AMAZON CAPITAL SERV	503	5223	CREDIT MEMO	0.00	-146.25
101	110052	08/01/24	8330	AMAZON CAPITAL SERV	421	5361	PRGM SUPPLIES ELOP	0.00	16.32
101	110052	08/01/24	8330	AMAZON CAPITAL SERV	503	5223	PAID CREDIT MEMO DU	0.00	-146.25
TOTAL CHECK									38.21
101	110071	08/01/24	125	APA - AMERICAN PLAN	201	5261	APA MEMBERSHIP	0.00	821.00
101	110073	08/01/24	6430	ASSOCIATION OF MONT	121	5261	MEMBER DUES	0.00	4,597.13
101	110074	08/01/24	6154	AT&T	133	5212	ADMIN 2539	0.00	31.57
101	110074	08/01/24	6154	AT&T	421	5212	REC PHONE 0960	0.00	31.57
TOTAL CHECK									63.14
101	110076	08/01/24	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	163.14
101	110076	08/01/24	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	190.13
101	110076	08/01/24	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	18.70
101	110076	08/01/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	1.78
101	110076	08/01/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	16.78
101	110076	08/01/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	18.00
TOTAL CHECK									408.53
101	110077	08/01/24	8084	BPS TACTICAL, INC.	301	5275	SAFETY EQUIPMENT	0.00	1,507.88
101	110078	08/01/24	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	200.09
101	110078	08/01/24	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	29.72
TOTAL CHECK									229.81
101	110079	08/01/24	5171	COMCAST	133	5206	PW INTERNET CBL 411	0.00	238.76
101	110079	08/01/24	5171	COMCAST	133	5206	REC INTERNET 4972	0.00	107.02
101	110079	08/01/24	5171	COMCAST	133	5206	PW INTERNET 7836	0.00	155.98
101	110079	08/01/24	5171	COMCAST	133	5206	CH INTERNET	0.00	163.23
101	110079	08/01/24	5171	COMCAST	133	5206	CH TV 9031	0.00	14.09
TOTAL CHECK									679.08
101	110080	08/01/24	622	CHOMP	301	5201	HOSPITAL SERVICES	0.00	2,512.00
101	110081	08/01/24	623	COMMUNITY HUMAN SER	101	5261	JPA ALLOCATION	0.00	22,575.00
101	110082	08/01/24	9388	EDWARD GALLO	01	214	RFND DAMAGE DEPOSIT	0.00	206.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	110084	08/01/24	4321	HOME DEPOT CREDIT S	502	5309	MECH DEPT	0.00	140.93
101	110084	08/01/24	4321	HOME DEPOT CREDIT S	503	5223	PRESSURE WASHER	0.00	435.91
101	110084	08/01/24	4321	HOME DEPOT CREDIT S	501	5291	LATE FEES	0.00	50.36
TOTAL CHECK								0.00	627.20
101	110085	08/01/24	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	1,130.96
101	110085	08/01/24	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	185.44
101	110085	08/01/24	3521	KIMBALL MIDWEST	502	5309	MECH STOCK	0.00	702.40
101	110085	08/01/24	3521	KIMBALL MIDWEST	505	5227	STREETS	0.00	255.47
TOTAL CHECK								0.00	2,274.27
101	110086	08/01/24	7086	LIBRARY IDEAS, LLC	401	5303	BOOKS & MATERIALS	0.00	4,244.00
101	110087	08/01/24	10363	MAYA TICE	421	5361	REIMB POOL WRISTBND	0.00	12.98
101	110088	08/01/24	1694	MISSION UNIFORM SER	421	5201	LINEN SERVICE	0.00	108.22
101	110088	08/01/24	1694	MISSION UNIFORM SER	421	5201	LINEN SERVICES	0.00	108.22
TOTAL CHECK								0.00	216.44
101	110089	08/01/24	3807	MONTEREY COUNTY WEE	101	5221	SUNSET HOSP GROUP	0.00	130.50
101	110089	08/01/24	3807	MONTEREY COUNTY WEE	201	5221	PH 120 17TH ST	0.00	261.00
TOTAL CHECK								0.00	391.50
101	110090	08/01/24	1831	MUM'S PLACE	01	4201	RFND OVERPMT PERMIT	0.00	60.00
101	110091	08/01/24	10338	MURRAY MOBILE LIVES	421	5309	BKGRND CK VOLUNTEER	0.00	75.00
101	110092	08/01/24	10470	NICHOLAS KLOP	01	4421	POST STORAGE REFUND	0.00	238.00
101	110093	08/01/24	1958	ODP BUSINESS SOLUTI	101	5301	PAPER - ELECTN PACK	0.00	118.66
101	110093	08/01/24	1958	ODP BUSINESS SOLUTI	121	5301	OFFICE SUPPLIES	0.00	57.46
TOTAL CHECK								0.00	176.12
101	110094	08/01/24	9576	O'REILLY AUTO ENTER	502	5309	MECHANICAL STOCK	0.00	133.25
101	110094	08/01/24	9576	O'REILLY AUTO ENTER	351	5227	FD UNIT 6494	0.00	296.71
101	110094	08/01/24	9576	O'REILLY AUTO ENTER	351	5227	FD UNIT 6494	0.00	422.82
101	110094	08/01/24	9576	O'REILLY AUTO ENTER	351	5227	FD UNIT 6494	0.00	20.03
TOTAL CHECK								0.00	872.81
101	110095	08/01/24	2024	PACIFIC GAS & ELECT	421	5222	REC 4030-4	0.00	403.93
101	110095	08/01/24	2024	PACIFIC GAS & ELECT	501	5222	PW ADMIN 5508-4	0.00	1,406.51
TOTAL CHECK								0.00	1,810.44
101	110096	08/01/24	10454	PACIFIC GROVE GOLF	421	5208	JULY PMT JR GOLF CA	0.00	751.80
101	110097	08/01/24	2219	PURE WATER	505	5309	WATER SERVICE	0.00	22.65
101	110097	08/01/24	2219	PURE WATER	501	5309	WATER SERVICE	0.00	22.65
101	110097	08/01/24	2219	PURE WATER	502	5309	WATER SERVICE	0.00	22.65
101	110097	08/01/24	2219	PURE WATER	503	5309	WATER SERVICE	0.00	22.65
TOTAL CHECK								0.00	90.60
101	110098	08/01/24	4468	RENTAL DEPOT MONTER	503	5223	MONARCH SANCT EQUIP	0.00	420.00

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FUND - 01 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101		110099	08/01/24	10469	ROBERT BAIRD	01	4421	POST STORAGE REFUND	0.00	238.00
101		110100	08/01/24	7413	SALINAS VALLEY PROS	301	5275	UNIFORMS	0.00	1,420.24
101		110101	08/01/24	2448	SENTRY ALARM SYSTEM	503	5201	TRASH SHOOT SPRINKL	0.00	150.00
101		110102	08/01/24	10468	SHAWN KOJI STEWART	503	5275	REIMB SAFETY BOOTS	0.00	251.22
101		110103	08/01/24	2485	SIGN WORKS	503	5223	PERKINS PARK SIGNS	0.00	1,295.25
101		110104	08/01/24	10430	SLOAN'S PLACE PRODU	130	5201	EDC CONCERT SERIES;	0.00	3,050.84
101		110105	08/01/24	1768	STURDY OIL COMPANY	505	5227	STREET DEPT OIL	0.00	119.79
101		110106	08/01/24	2606	SUMMIT UNIFORMS	301	5275	VEST UNIFORMS	0.00	665.00
101		110107	08/01/24	2635	TAMC	505	5201	CMP REG TRANS PLANN	0.00	4,845.00
101		110108	08/01/24	4650	TORO PETROLEUM CORP	351	5311	DIESEL FIRE STATION	0.00	1,665.00
101		110110	08/01/24	10411	UNIVERSAL STAFFING	131	5201	TEMP SUSAN G ASD	0.00	1,710.72
101		110111	08/01/24	2772	VALLEY SAW & GARDEN	505	5331	SAW BATTERIES	0.00	655.48
101		110112	08/01/24	2786	VERIZON WIRELESS	133	5212	ADMIN PHONE	0.00	1,007.22
101		110112	08/01/24	2786	VERIZON WIRELESS	301	5212	POLICE PHONE	0.00	996.14
101		110112	08/01/24	2786	VERIZON WIRELESS	133	5212	ADMIN	0.00	30.80
101		110112	08/01/24	2786	VERIZON WIRELESS	421	5212	REC PHONE	0.00	37.50
101		110112	08/01/24	2786	VERIZON WIRELESS	351	5212	FIRE DEPT PHONE	0.00	38.01
101		110112	08/01/24	2786	VERIZON WIRELESS	133	5212	IT PHONES	0.00	38.01
101		110112	08/01/24	2786	VERIZON WIRELESS	121	5212	CITY MGR PHONE	0.00	48.38
101		110112	08/01/24	2786	VERIZON WIRELESS	401	5212	LIBRARY PHONES	0.00	76.02
101		110112	08/01/24	2786	VERIZON WIRELESS	201	5212	CDD PHONE	0.00	93.80
101		110112	08/01/24	2786	VERIZON WIRELESS	501	5212	PW CREDIT	0.00	-6.00
101		110112	08/01/24	2786	VERIZON WIRELESS	501	5212	PW PHONE CHG	0.00	0.42
TOTAL CHECK									0.00	2,360.30
101		110113	08/01/24	2800	ROXANE J VIRAY	301	5123	RETRMT BENEFTS JULY	0.00	150.00
101		110114	08/01/24	9305	WATSONVILLE FORD	301	5227	PD UNIT 5	0.00	131.11
101		110114	08/01/24	9305	WATSONVILLE FORD	351	5227	FD UNIT 64	0.00	42.14
101		110114	08/01/24	9305	WATSONVILLE FORD	301	5227	FD UNIT 6494	0.00	96.01
101		110114	08/01/24	9305	WATSONVILLE FORD	301	5227	UNIT 7	0.00	245.75
101		110114	08/01/24	9305	WATSONVILLE FORD	301	5227	UNIT 6	0.00	246.69
101		110114	08/01/24	9305	WATSONVILLE FORD	301	5227	PD UNIT 5	0.00	16.40
TOTAL CHECK									0.00	778.10
101		110115	08/01/24	9716	BRIAN WHITSON	503	5201	CITY HALL CLEAN JUL	0.00	380.00
101		110116	08/01/24	8935	WILDFISH	01	4203	OVERCHG PKG PERMIT	0.00	202.50

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FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	110334	08/09/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-4,246.77
101	110334	08/09/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-1,780.12
101	110334	08/09/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	-1,729.98
101	110334	08/09/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-597.78
101	110334	08/09/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-586.02
101	110334	08/09/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	-250.84
TOTAL CHECK								0.00	-9,191.51
101	V70524	V 07/05/24	8974	ALENA RACHELLE WAGR	421	5208	RFND BALLET ALENA	0.00	-490.00
TOTAL CASH ACCOUNT								0.00	980,966.96
TOTAL FUND								0.00	980,966.96

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FUND - 04 - HYPERBARIC CHAMBER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	110007	07/24/24	6867	ARTHUR J. GALLAGHER	352	5231	HYPERBARIC CHAMBER	0.00	7,838.50
TOTAL CASH ACCOUNT								0.00	7,838.50
TOTAL FUND								0.00	7,838.50

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FUND - 15 - HOUSING FUND									
CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	110046	07/29/24	2133	PERS	204	5145	JULY 2024 UAL	0.00	1,833.33
TOTAL CASH ACCOUNT								0.00	1,833.33
TOTAL FUND								0.00	1,833.33

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ACCOUNTING PERIOD: 2/25

FUND - 18 - GAS TAX FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV SUNSET AV	0.00	57.94
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE SUNSET A	0.00	46.86
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	508	5222	FOREST AVE SUNSET A	0.00	20.19
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	508	5222	FOREST AV SUNSET AV	0.00	15.91
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	508	5222	19TH & SUNSET DR.	0.00	15.02
TOTAL CHECK								0.00	155.92
101	110046	07/29/24	2133	PERS	508	5145	JULY 2024 UAL	0.00	2,333.33
TOTAL CASH ACCOUNT								0.00	2,489.25
TOTAL FUND								0.00	2,489.25

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FUND - 24 - STILLWELL CHILDREN'S POOL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	110070	08/01/24	7629	NEW ANNUVIA COMPANY	425	5291	LIFEGRD CERT CLASSE	0.00	1,405.73
TOTAL CASH ACCOUNT								0.00	1,405.73
TOTAL FUND								0.00	1,405.73

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FUND - 27 - LIGHTHOUSE MAINT.& IMPV.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	5.66
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	413	5222	ASILOMAR BLVD PG LH	0.00	25.95
TOTAL CHECK								0.00	31.61
101	109987	07/19/24	10433	SONOMA PROMOTIONAL	413	5501	MECHANDISE GIFTSHOP	0.00	-1,225.63
101	110075	08/01/24	5363	AT&T CALNET 3	413	5212	LH PHONE 3247	0.00	29.75
101	110083	08/01/24	8581	ESCARRAGA'S LUXURY	413	5223	LIGHTHOUSE CLEANING	0.00	480.00
TOTAL CASH ACCOUNT								0.00	-684.27
TOTAL FUND								0.00	-684.27

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FUND - 63 - CAPITAL IMPROV PROJ FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109887	07/18/24	1758	THE MONTEREY COUNTY	631	6041	CIP 24-06	0.00	128.07
TOTAL CASH ACCOUNT								0.00	128.07
TOTAL FUND								0.00	128.07

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FUND - 70 - EMP BENEFIT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109808	07/09/24	1	CALPERS HEALTH	703	5123	RET & CHANGES JUL24	0.00	67,025.72
TOTAL CASH ACCOUNT								0.00	67,025.72
TOTAL FUND								0.00	67,025.72

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FUND - 71 - WORKERS COMP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109845	07/17/24	7268	CALIFORNIA JPIA	701	5231	WORKERS COMP	0.00	246,394.00
101	110046	07/29/24	2133	PERS	701	5145	JULY 2024 UAL	0.00	750.00
101	110051	08/01/24	4859	MIKE ALIOTTI	701	5291	SNACKS CJPIA TRAINI	0.00	97.52
TOTAL CASH ACCOUNT								0.00	247,241.52
TOTAL FUND								0.00	247,241.52

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FUND - 72 - LIABILITY INS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109845	07/17/24	7268	CALIFORNIA JPIA	702	5231	PROP INSURANCE	0.00	187,366.00
101	109845	07/17/24	7268	CALIFORNIA JPIA	702	5231	LIABILITY	0.00	362,705.00
TOTAL CHECK								0.00	550,071.00
101	109849	07/18/24	3454	ALLIANT INSURANCE S	702	5231	ACIP 24/25 CRIME RN	0.00	1,977.00
101	110046	07/29/24	2133	PERS	702	5145	JULY 2024 UAL	0.00	666.67
TOTAL CASH ACCOUNT								0.00	552,714.67
TOTAL FUND								0.00	552,714.67

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FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY	0.00	44.20
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	601	5222	CEMETERY - 1%	0.00	33.00
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	601	5222	CREST & RIPPLE	0.00	12.53
TOTAL CHECK								0.00	89.73
101	109872	07/18/24	8796	SITE INDUSTRIES, LL	602	6001	SOFTWARE LICENSE	0.00	3,335.00
101	110046	07/29/24	2133	PERS	601	5145	JULY 2024 UAL	0.00	3,750.00
101	110072	08/01/24	156	ASCO PACIFIC SUPPLY	601	5502	CEMETERY VASES	0.00	601.42
101	110072	08/01/24	156	ASCO PACIFIC SUPPLY	601	5502	CEMETERY VASES	0.00	601.42
101	110072	08/01/24	156	ASCO PACIFIC SUPPLY	601	5502	CEMETERY VASES	0.00	55.74
TOTAL CHECK								0.00	1,258.58
TOTAL CASH ACCOUNT								0.00	8,433.31
TOTAL FUND								0.00	8,433.31

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FUND - 76 - SEWER FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	12.55
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	5.87
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	OCEANVIEW BLVD 8TH	0.00	8.20
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP STATION	0.00	30.04
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	360 OCEAN VIEW BLVD	0.00	422.57
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	498.38
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	23.91
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	471 OCEAN VIEW BL.	0.00	25.37
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	19.63
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	19.66
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	17TH & OCNVW	0.00	50.63
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP SUNSET ARENA	0.00	195.27
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	O V 9TH PUMP #2	0.00	1,048.36
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP 17TH & OCNVW	0.00	144.39
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	72.99
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	520 OCEAN VIEW BLVD	0.00	69.21
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	EARDLEY PUMP #1	0.00	202.37
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	1996 SUNSET DR.	0.00	74.12
101		109848	07/18/24	2024	PACIFIC GAS & ELECT	611	5222	PUMP RUSSELL SVC CT	0.00	57.14
TOTAL CHECK									0.00	2,980.66
101		109901	07/19/24	6154	AT&T	611	5212	PW SEWER 1261	0.00	-31.57
101		109901	07/19/24	6154	AT&T	611	5212	PW SEWER 0576	0.00	-31.57
101		109901	07/19/24	6154	AT&T	611	5212	PW SEWER 2931	0.00	-31.57
101		109901	07/19/24	6154	AT&T	611	5212	PW SEWER 1261	0.00	-31.57
101		109901	07/19/24	6154	AT&T	611	5212	PW SEWER 1395	0.00	-31.57
TOTAL CHECK									0.00	-157.85
101		110046	07/29/24	2133	PERS	611	5145	JULY 2024 UAL	0.00	11,750.00
101		110074	08/01/24	6154	AT&T	611	5212	PW SEWER 1395	0.00	31.57
101		110074	08/01/24	6154	AT&T	611	5212	PW SEWER PHONE 2931	0.00	31.57
101		110074	08/01/24	6154	AT&T	611	5212	PW SEWER 0576	0.00	31.57
101		110074	08/01/24	6154	AT&T	611	5212	PW SEWER 1261	0.00	31.57
TOTAL CHECK									0.00	126.28
101		110094	08/01/24	9576	O'REILLY AUTO ENTER	611	5227	SEWER UNIT 44	0.00	30.58
101		110097	08/01/24	2219	PURE WATER	611	5309	WATER SERVICE	0.00	22.65
101		110109	08/01/24	2737	UNDERGROUND SERVICE	611	5291	UNDERGROUND UTILITI	0.00	2,885.61
TOTAL CASH ACCOUNT									0.00	17,637.93
TOTAL FUND									0.00	17,637.93

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FUND - 77 - GOLF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	97.58
101	109848	07/18/24	2024	PACIFIC GAS & ELECT	621	5222	1313 OCEAN VIEW BLV	0.00	34.89
TOTAL CHECK								0.00	132.47
101	109890	07/18/24	7381	UMPQUA BANK	622	5801	INTEREST	0.00	33,103.14
101	109890	07/18/24	7381	UMPQUA BANK	622	5802	PRINCIPAL	0.00	102,852.11
TOTAL CHECK								0.00	135,955.25
TOTAL CASH ACCOUNT								0.00	136,087.72
TOTAL FUND								0.00	136,087.72
TOTAL REPORT								0.00	2,023,118.44



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: August 21, 2024
SUBJECT: Monarch Sanctuary Annual Report
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

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

DISCUSSION

The City of Pacific Grove partners with Creekside Science for consulting services regarding the Monarch Grove Sanctuary. On a yearly basis, Dr. Stuart B. Weiss has worked with City staff to identify needed management activities in the Monarch Grove Sanctuary and George Washington Park. Dr. Weiss' report highlights recent history and current conditions, long-term views, and recommendations.

The major management actions that are recommended for 2024 are:

- 1) Rake up downed bark, branches, and leaves along the Southern Boundary to reduce fire hazards. (Partially completed)
- 2) Remove hazard trees and branches.
- 3) Buck up and distribute the large fallen tree in the interior. (Mostly completed)
- 4) Hiatus on new tree plantings except for one spot by the hotel driveway. (Two pine trees have been planted to replace dead pine removed at lower trail, two pine trees have been planted by hotel driveway, and two pine trees have been planted to replace small dead trees in other interior locations. 3-6 toyon shrubs are in the process of being planted.)
- 5) Initiate and continue thinning of overly dense trees, especially planted cypress NE of nectar beds.
- 6) Remove boxed trees before they root in place. (Completed)
- 7) Remove old stakes and cages. (Partially completed)
- 8) Manage nectar beds, and plan for replacement and pruning of poor performing species and beds. (Partially completed)
- 9) Re-examine irrigation scheduling and implementation. Implementing deep watering at George Washington Park is one immediate area of adjustment.

Additional short-term recommendations for 2024, some of which were recommended in 2023 and not implemented, are detailed in the attached report.

The management update was presented to the Beautification and Natural Resources Commission on July 16th, 2024 and sent to California Department of Fish and Wildlife for review.

City staff and Dr. Stuart Weiss held a public walk through of the Monarch Sanctuary on August 9th, 2024 to discuss the assessment and proposed management activities with the public.

OPTIONS

N/A

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

Pacific Grove Monarch Review 2024



CREEKSIDE SCIENCE

P.O. BOX 1553, LOS GATOS, CA 95031

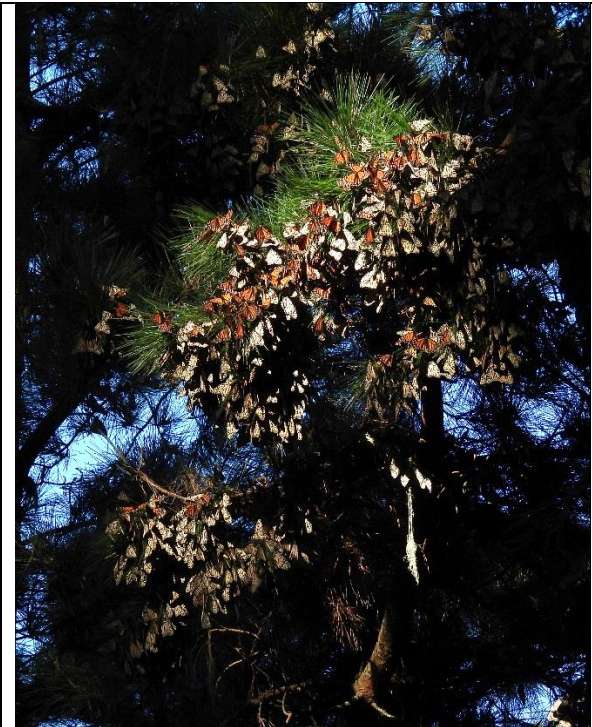
Stuart B. Weiss, Ph.D.

www.creeksidescience.com

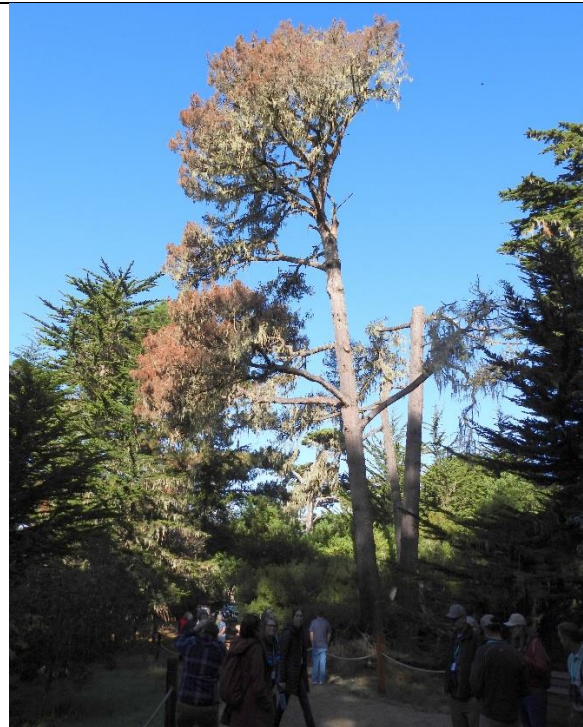
stu@creeksidescience.com

650 269-2876

Assessment and proposed management activities Monarch Grove Sanctuary and George Washington Park for 2024



*Monarchs clustering just north of main
trail, December 2023*



*Recently dead pine NW of nectar beds
December 2023*

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Executive Summary

In fall 2023, the California overwintering population was estimated at ~233,000 butterflies during the Thanksgiving Counts. The Western monarch butterfly migration has made a great comeback from perilously low numbers (~2000) in 2020, rising to ~250,000 in 2021 and 335,000 in 2022-2023. Hypothesized causes of the crash and the recovery are covered in the 2023 report Appendix.

Numbers at Monarch Grove Sanctuary (MGS) were estimated at 5,000-8,000 from early-November through mid-January. The comparison between the official Thanksgiving Count (6,608 on Nov. 19) and the New Years (Late Season) Count (5,785 on Jan. 5) exhibited a 12% drop from December to January, which was one of the best performances of any large site in California. Numbers dropped to 3,000 in early February, and the monarchs emigrated from the grove by the last week in February.

After arriving in early October, the butterflies clustered in sunny areas on the southern edge of the grove, on a mixture of eucalyptus and Monterey Pines. By mid-November, they clustered in the South Interior of the grove on Monterey pines and then retreated farther into the Interior in early January following storms. They moved back to the South Interior by late-January, and then occupied the Driveway and Nectar beds in February.

The implementation of the 2023 management recommendations was forestalled by a combination of delayed City authorization and early arrival of some monarchs in late-September. Therefore, boxed trees remained in place, and the downed trees were not bucked up and dispersed. By early December, the large pine near the NW corner of the Sanctuary fully died, and the trail past the nectar beds was closed for the season because of the overhanging dead branches. This tree was removed after the emigration of the monarchs. The boxed trees were removed from the hotel property, but remained along the SE fence as of early June (with plans to remove them).

One frightening event was a small fire along the south fence, that was quickly discovered and extinguished. This is a warning shot that calls for expedited removal of downed fine fuels.

The major short-term management actions recommended for 2024 are:

- 1) Rake up downed bark, branches, and leaves along the Southern Boundary to reduce fire hazards
- 2) Remove hazard trees and branches
- 3) Buck up and distribute the large fallen tree in the interior.
- 4) Hiatus on new tree plantings except for one spot by the hotel driveway
- 5) Initiate and continue thinning of overly dense trees, especially planted cypress NE of nectar beds.

- 6) Remove boxed trees before they root in place.
- 7) Remove old stakes and cages.
- 8) Manage nectar beds, and plan for replacement and pruning of poor-performing species and beds.
- 9) Re-examine irrigation scheduling and implementation. Implementing deep watering at George Washington Park is one immediate area of adjustment.

Longer-term management actions will benefit from a new comprehensive site management plan that will guide activities well into the future. Funding is available via the Monterey County Resource Conservation District (as part of a large statewide program) and with the participation of California Department of Fish and Wildlife (which holds the conservation easement on MGS), and a final proposal is near completion as of July 2024.

Introduction

The following recommendations and assessments are based on site visits over the 2023-2024 season and on-site consultations with City Arborist Albert Weisfuss and environmental manager George Fuerst in early June 2024, followed by a site walk with Liese Murphree and Natalie Johnston of the Pacific Grove Museum of Natural History. They are presented in the context of the 2011 Management Plan (Weiss 2011) and subsequent consultations with City staff and residents, including annual recommendations from 2014-2023 (Weiss 2014-2023). The recommendations are based on work at Monarch Grove Sanctuary since 1997, Decades of scientific work at dozens of monarch sites, professional judgment, input from stakeholders in Pacific Grove, and field assessments. They attempt to carefully balance monarch habitat needs, hazard reduction, and forest health, based on both short-term and long-term perspectives.

Background data on monarch numbers at Monarch Grove Sanctuary (Xerces Society Thanksgiving Counts and New Year's Counts) provide context of the entire California monarch population. Butterfly monitoring data from the Pacific Grove Museum since 2013 have documented monarch use patterns and habitat suitability relative to weather and time of season. This reporting on monarch abundance and distribution provides a long-term accessible record for the local community.

The major elements of this report are:

1. The numbers at Pacific Grove in California context, including both Thanksgiving and New Years' Counts.
2. The monitoring data from the PG Museum on monarch numbers and distribution through the season, and interpretation.
3. A graphical view of Monterey Airport data, to identify high wind events and aid in interpreting the movement of monarchs within MGS, including some comparisons with 2022-2023.
4. A brief review of management actions completed in recent years.
5. Recommendations for management actions in summer 2024.

6. Photographs of monarchs and habitats with notes.

In 2020, City Arborist Albert Weisfuss completed a detailed report with his recommendations, and those were considered in the 2020 report (Weisfuss 2020). The assessments and recommendations (with a few noted exceptions) are a solid foundation for guiding management, and the input of a professional arborist is essential especially on matters of tree health and species suitability.

A horticultural report (Regan Biological and Horticultural Consulting 2022) was developed that addresses issues with the nectar beds.

Appendices addressing key issues - the 2020 collapse and subsequent recovery, outlines of a new long-term management plan, and LiDAR visualizations - were included in the 2023 report and will not be repeated here for sake of brevity.

Monarch Grove Sanctuary in California Context

Monarch Grove Sanctuary (MGS) supported a peak of 7,663 monarch butterflies on November 11, 2023 (Pacific Grove Museum Counts). The official Thanksgiving Count (TG) was 6,608. The California TG total was 233,394 monarchs at more than 100 sites from Sonoma County to Baja California. The numbers of monarchs at Pacific Grove primarily reflect the ups and downs of the overall California population ($r^2 = 0.80$), with some variations among years (Table 1, Figure 1). MGS has served as one of the major overwintering sites in California, accounting for an average of 7% (range 1% to 14%) of the Thanksgiving Counts since 1999. Its rank among all CA sites ranged from 1st (2006) to 17th (2009), and MGS is almost always in the top 10 sites. For Monterey County (from 2001 on), MGS accounted for an average of 37% (range 17% to 58%) of the county population.

In 2023-24, MGS supported 2.8% of the CA population, and 38% of the Monterey County population during the Thanksgiving Counts. It was the 10th largest site in California.

The New Years' counts (or Late Season Counts, Table 2) across several nearby sites indicate how well sites maintain monarch numbers into early January. MGS retained 88% of its butterflies, its highest retention rate since 2019-2020 (rate of 97% with a low population around 1,000, see 2023 report). MGS had one of the better retention rates in California, similar to Lighthouse Field (84%) and higher than Pismo North (63%), Moran Lake (70%), but below Natural Bridges (102%). And it was higher than the overall retention rate for California as a whole (72%).

Seasonal Monarch Behavior

In general, monarchs seek wind-sheltered but sunny sites within forest groves along the coast where winter temperatures are mild. They “crowdsource the microclimate” - taking flight when conditions are too warm or too cool, too sunny, or too shady, and

especially too windy. They tend to land where other monarchs are clustered, because the best indicator of good conditions for monarchs is the presence of other butterflies. The butterfly clusters move around according to the weather and time of year; exposure to higher winds (> 5 mph at ground level) is often the proximal cause of shifts. They have often clustered just outside MGS to the south on an isolated Monterey Pine; and they use a mixture of tree species (eucalyptus, pine, and cypress) that varies from week to week and year to year.

The seasonal course of monarch numbers at MGS for the decade spanning 2013-2024 (Figure 2a) shows arrival in October, peaks in late-November through early-December, and declines in January and February as monarchs die or leave the site. In two seasons (2018-2019 and 2022-2023) monarchs were present into March (as they were in 2010-2011, SBW pers. obs.). All three of these years were relatively cool.

Butterflies move around MGS, often associated with wind events – they often start the season along the sunny southern boundary and move into the interior following southerly storm winds. Emigration and mortality reduce numbers through the remainder of the season. Mating and emigration are stimulated by warmer temperatures and longer days that break reproductive diapause, leading to a final exodus by mid-February into early-March. The details of recent seasons (2013-2023) are described in previous reports.

In 2023-2024 (thick black line in Figure 2a), a few monarchs were observed at the very end of September (not graphed), and they really arrived in numbers in early-October. The population rose to 7,663 by early November, and held above 5,000 through early January. Numbers then declined in late-January and emigration was complete by mid-February (only 59 butterflies were counted on February 23).

Monarchs clustered on a variety of tree species and shifted through the season (Figure 2b). In 2023-2024, monarchs started primarily on eucalyptus along the southern edge. By early November, they moved to primarily Monterey pines in the South Interior (just north of the main trail). Some cypresses were used in late-December and early January, and in February, they moved to cypresses. Many monarchs were clustered on lace lichen hanging from the pines at various points in the season.

The spatial distribution of monarchs in 2023-2024 changed over the season (Figure 2c, 2d). They started out primarily on the South Edge (blue, primarily on eucalyptus Figure 2b), and moved deeper into the grove to pines in the South Interior just N of the main trail by mid-November (light green). In early-January, they were primarily in the Interior, but by January 19, had moved back to the South Interior. At the end of the season in February, many had moved to the Driveway. The Driveway may be a favorable area late in the season because it catches morning sun, which allows monarchs to start flight and mating early in the day.

The preference for pines and cypress for most of the season is the result of the wind-sheltered interior being dominated by pines and cypress, not an intrinsic preference for those species. In previous years, monarchs have used eucalyptus much more frequently during the bulk of the season, when they remained along the South Edge.

Insecticide Incident

In late January 2024 a few hundred monarchs were found dead by the NW corner of the hotel. Dead monarchs were collected and sent off to a USGS laboratory for assessment of various insecticides. All butterflies contained significant loads of various pesticides. Because of the unique nature of this incident, a fuller report is being prepared outside of this annual report

This incident emphasizes the importance of engagement with and education of the MGS neighbors, especially the Hotel.

Weather 2023-2024

Weather is the primary driver of monarch movements within MGS. The daily weather at Monterey Airport (KMRY, Figure3) provides a view of the regional synoptic meteorology (passage of storm fronts, high wind events, and temperature extremes). While KMRY does not absolutely represent the conditions within MGS, high winds there are representative of the conditions outside the canopy at MGS. KMRY serves as an indicator of high regional wind events that can be tied to historical monarch movements within MGS. It also provides the only nearby long-term climatology for observing historical ranges of variability and trends with climate change.

The 2023-2024 overwintering season started off in October with a heatwave (>90°F over two days) just as monarchs were arriving. Later that month another period >80°F occurred. The first mild rainfall occurred in mid-November, but soaking rains did not commence until late December. No notable periods of high winds >20 mph occurred in the fall (but several days had winds > 15 mph). Only five periods over the entire season had minimum temperatures <40°F, so there was no risk of freezing. The first winds > 20 mph occurred in mid-January followed by another wind peak (28 mph) on February 4, associated with a strong multi-day rain event. A period of warm temperatures (60-70°F) in late January and the strong wind event on February 4 was followed by a large drop in numbers. The high temperatures likely primed the monarchs to break diapause, and they mostly emigrated from the grove by mid-February. After emigration, a period of cold rainy weather set in in March, but did not affect the overwintering season. However, the rainy March was key for containment of the small fire on March 31, 2024 (see below).

The rainy season provided a second year of good growing conditions for the vegetation, after a 3-year drought period from 2020-2022.

Comparison with 2022-2023 Season

Overall, 2023-2024 was a mild winter, especially compared with 2022-2023 (Figure 3d). In 2022-2023, multiple consecutive strong storms (with many days of wind >20 mph in January 2023) drove the monarchs ever deeper into the grove; more than 95% of the population was in the Interior and North Interior for most of January 2023, and by early February, >95% of the monarchs were in the North Interior escaping the winds. In 2023-2024, the only period of movement to the Interior occurred in January following the late-December 2023 and early January 2024 storms, and the North Interior was hardly occupied at all until the very end of the season (Figure 2C).

Temperatures were cooler in 2022-2023 than in 2023-2024 (Figure 3 bottom, red lines are 2022-2023 and blue lines are 2023-2024). Cooler temperatures in 2022-2023 encouraged monarchs to remain in the grove much later (into March) than in 2023-2024 (mid-February).

Nectar

Monarchs will visit many species of flowers for nectar. Early season (October-November) nectar allows monarchs to “refuel” after their often long migration, and helps keep monarchs at MGS, where they can attract other monarchs arriving from the breeding grounds. Nectar provides energy for flight, and the high nectar availability at many California overwintering sites allows monarchs to conserve fat reserves and maintain body mass through the overwintering season.

The major species used at MGS in the early season are tree daisy (Monarch Photo 1), bottlebrush (2), and English Ivy (3). The ivy-covered stump at the NE corner attracted hundreds of butterflies in the fall. But that stump and ivy was removed by the hotel in 2024.

Yellow butterfly bush (*Buddleia*) is also frequently used, but the bushes are overgrown and need some cutting back to freshen flower production and force flowering during the critical October-November period. Blue gum eucalyptus come into flower in January and provide copious nectar for the latter part of the season. The flowering red gum (*E. filicifolia*) sometimes blooms in the fall and is visited frequently during warm weather. Monarchs will avoid shade when air temperatures are cool, so the sunny areas near the nectar beds are crucial and should be used to the fullest. The sunniest areas are at the north end of the nectar beds, near the bench.

Another species that should be considered is orange colored Mexican sunflower, which is heavily used in the fall at the Gill Tract in Albany (Monarch Photo 4). Several native species that provide fall nectar are identified by the Xerces Society and would be a welcome addition to the understory in the grove.

Nectar source management, including a detailed analysis of sun exposure, will be an important part of the new management plan.

Current state of Monarch Grove Sanctuary

Monarch Grove Sanctuary continues to provide high quality overwintering habitat. Large numbers of monarchs persisted throughout recent overwintering seasons, indicating that there is sufficient wind shelter and dappled light in the grove, even under extreme storm conditions in years like 2022-2023. But some vulnerabilities remain, and may develop into the future if actions are not taken in advance, given how long it takes for trees to grow compared with how quickly trees and branches can fall and open wind tunnels for take out other key trees.

The depth of MGS allowed monarchs to take refuge from strong southerly winds in the far Northern Interior section in 2022-2023 (also observed in 2017 and other stormy years). The shelterbelt of eucalyptus and other species planted in 1999 (Photo 11) is well established (>60' tall) and now provides solid NW wind protection so that monarchs can remain in the Interior zone when winds shift from southerly to northwesterly following storms. An additional row of eucalyptus was planted in 2021 south of the main trial and the trees are growing, albeit slowly because of shade and root competition by the large eucalyptus along the South Edge (Photo 13). Monarchs cluster on these trees early in the season. Overly dense plantings of blue gums in the SE corner, not authorized by the City, are resulting in stressed unhealthy trees.

In terms of recent active management, most hazard trees and branches have been removed over time, but some dead pines remain (Photo 17), and others are close to death. A completely dead pine threatening the main path in the South Interior was identified and promptly removed in 2023 (Photo 18), a good example of rapid response to hazards. The large pine NW of the nectar beds and over the trail was partially dead in summer 2023 (Photo 7). It was recommended to remove the dead branches in late summer, but no action was taken before the monarchs arrived. That tree fully died in fall 2023 (Photo 8), the trail section was closed by Public Works for the remainder of the season, and the tree was taken down after the monarchs emigrated. *Prompt action on large standing dead trees is essential for public safety and protection of existing live trees.*

New tree plantings from 2020 will eventually fill in some wind gaps, as well as provide cluster sites in favorable microsites like the SE corner (Photo 9). The most recent plantings of cypress are well established and growing, helped by back-to-back wet years (Photo 12). Additional eucalyptus trees (*E. ficifolia*) were planted to seal gaps on the South Edge (Photo 14). There are still a few wind gaps that may need sealing, and these will be identified following a new structural assessment. Pine saplings, both planted and natural, are distributed in the interior. Natural pine recruits are the best saplings to encourage because they have developed appropriate root systems for their microsites, not affected by irrigation (which often leads to shallow root systems). But the long-term survival of pines is always in doubt with the presence of pitch canker disease.

In 2024, it is expected that funding from the Monterey County Resource Conservation District will provide the means to initiate a state of the art structural and microclimate assessment, assess nectar resources, public outreach, development of a formal process for adaptive management, and infrastructure improvements as part of a long-term management plan that build on the existing plans and process.

Habitat photos, with documentation of location and photo orientation, of various parts of MGS are presented below with brief descriptions. A detailed analysis of the forest structure and microclimate is found in the 2011 Site Assessment and Management Plan (Weiss 2011).

Recent Management Actions in 2020- 2024

The major recent action in fall 2020 was plantings of boxed Monterey cypress that had been brought into MGS in 2019. Several cypress trees were planted in the open area south of the main entrance and kiosk, where 1 or 2 trees were recommended as cluster trees (Photo 9). More cypresses were planted farther west, south of the main trail. Cypresses were also planted to the east of the nectar beds to build wind shelter (Photo 12) as the large acacia died back. Some bottlebrushes and eucalyptus trees were also planted. Some toyon and ceanothus were planted and caged. These trees are growing well, especially with back-to-back wet years.

Identified hazard trees and branches have been removed each year (Photo 18). The complete death of the large pine NW of the nectar beds necessitated closing the trail in December 2023 that connects to Grove Acre Ave. to protect public safety (Photos 7, 8). The dangerous tree was removed after the monarchs emigrated in 2024.

The irrigation scheduling appears to be working better (Photos 28, 29). However, for some other trees, documentation has been lacking. There has been a tendency to overwater in past years.

The recommendation that new low-growing native nectar plants be established along the trail through the nectar beds has not been implemented. Suggested management of the existing nectar plants by selective pruning was not observed by June 2024.

The new tree plantings have not been mapped as of 2024, pending a new mapping effort for all trees, so a complete inventory is not available. A new map of MGS is a central element of a new management plan, as discussed in Appendix A of the 2023 report.

In 2022, the neighbors at 1070 Short removed a cypress in their backyard that was developing into a good windbreak tree. This emphasizes how important it is to have MGS as self-contained as possible in the absence of enforceable restrictions on neighboring properties.

General 2024 Recommendations

The general recommendation is that good forestry practices be consistently implemented. These considerations and practices include:

1. **This is not a “natural” forest.** Direct thoughtful forestry and arborist prescriptions are necessary to maintain the microclimatic structure of wind shelter and moderate light that attracts and retains monarchs.
2. **Manage stem densities through selective thinning to allow for the development of healthy individual trees.** The overly dense eucalyptus planted in 2013 (without City authorization) in the SE corner have had 11 years of growth, and have developed into a stand of crowded, unhealthy trees (Photo 10). Some of these trees have died. The removal of selected trees will reduce canopy competition for light and reduce root competition for water and nutrients. The remaining trees will expand their canopies and grow faster, producing better wind shelter that will more than compensate for the short-term loss of sickly canopies. This work can be phased in over several years but should start in 2024. An eventual minimum spacing of 10’ is the target. This also applies to some of the cypress stands behind the nectar beds, where thinning started in 2022 (Photo 15).
3. **Slow down new plantings.** Several dozen trees, including cypress, eucalyptus, and pines have been planted in recent years. The performance of these trees needs to be evaluated. A hiatus in new plantings, except in the very limited areas discussed below (the gap along the Driveway, Photos 5, 6), is recommended, along with more attention on taking care of the recently planted trees with well-planned (deep and infrequent) irrigation when necessary. Trees should be weaned from irrigation after one or two years, so they develop deep root systems. Supplemental irrigation during intense droughts may be necessary.
4. **Proactive hazard reduction of dead trees and branches that threaten people and other trees.** The path is the obvious target, and several hazards were identified in 2023 (discussed below). But interior dead trees that do not have a trail as a target are a threat to other trees - the large tree that fell in 2023 in the Interior Zone took out a desirable healthy young pine tree (Photo 21). There is a large dead tree in the NE interior that will do the same thing when it falls (Habitat Photo 10).
5. Expedite the development of a new Long-term Adaptive Management Plan funded by the Monterey County RCD. Many outstanding issues will be addressed.

Specific 2024 short-term recommendations

The 2023 recommendations were not implemented in late summer because of delays in authorization and the early arrival of monarchs. Some of those recommended actions have been completed following the emigration of the monarchs in 2024. So, there will be substantial repetition from 2023.

1. **Remove ground fuels around the eucalyptus (Photos 1, 2, and 3).** The fire (of unknown origin) on March 31, 2024, was a clarion warning. Accumulated eucalyptus bark, branches, and leaves on the ground along the South Boundary are a major fire hazard, and should be raked out, and dead lower branches removed. March 2024 was a wet cool month (see Figure 3) so fuel moisture was high and grasses were green. If the fire had ignited during the summer or fall, or even more frightening, during one of the few hot dry periods (like early October 2023 when temperatures exceeded 90°F, Figure 3) the results could have been catastrophic. *This is the highest priority action and should be done ASAP.*
2. **Remove boxed trees from their current locations along the SE fence (Photo 4).** This was not completed in 2023 and may have been completed as of the writing of this report. They are currently rooting through the bottoms of the boxes. These trees are too crowded relative to the large trees just west, too close to the fence, and unnecessary for wind shelter given the structures and the dense tree canopies developing to the further west of the large trees.
3. **A hiatus on major tree plantings** until a full inventory and structural assessment is completed as part of a new management plan (see Appendix A from 2023 report). There are plenty of new trees in the ground for now and their growth and health should be monitored closely as part of the new monitoring and adaptive management plan. Eventually, it may be necessary to thin some trees to encourage individual tree health.
4. **Fill the Driveway gap.** The exception to the hiatus on new tree plantings is that **one or at most two** cypresses should be planted in the gap along the hotel driveway just north of the kiosk where several potted trees were placed, but now have been removed, Photos 4, 5 and 6). Avoiding overplanting is essential for individual tree health and rapid growth to fill this gap. This will require cooperation with the hotel. Note also the new split rail fencing, a model for new fencing within MGS.
5. **Refine monarch monitoring.** *The monarch monitoring program by the Museum is second to none in California – the weekly counts are invaluable in assessing the quality of the habitat.* But a few simple refinements will increase the utility of the already excellent data collection. Note the monarch zone (Figure 4) during monitoring, in addition to any tree tags. Add in a cluster height estimate –a height reference scale could be added to a prominent tree along the main path, and perhaps elsewhere in the grove. Consistent monitoring of cluster height can reveal monarch reactions to weather and changing sun angles through the season.
6. **Remove large standing dead trees and hazard branches (Photos 7, 8, 17, and 18).** Several trees have been removed (Photos 9, 10). All dead and nearly dead branches within reach of the trail should be identified, inspected, and removed. Near the hotel driveway in the NE part of the grove, a large dead standing pine (Photo 17) is poised to eventually fall and take out desirable trees, like what happened in 2023 Photos 23, 24, 25).

7. **Manage large, downed wood.** Buck up the trunk of the large fallen pine so that the trunk is in contact with the ground. Cut smaller branches and either scatter, pile, or chip onsite (Photo 23, 24). Collect a good sample of the cones, to spread in bare areas where pine seedling recruitment is desired. Leave the upturned trunk as potential wildlife habitat (Photo 24). The major goal over time is to avoid excessive fuel accumulation. This tree took out a healthy mid-sized pine tree (Photo 25), serving as a lesson as to why large snags and structurally unsound trees near senescence need to be dealt with promptly.
8. **Shrub plantings.** Planting native shrubs like toyon along the south boundary with 1070 Short will help fill in the wind gaps produced by the removal of the cypress in the backyard and create a more attractive edge. Newly planted cypress and eucalyptus just inside MGS facing this gap will provide mid-story wind protection after a few years. Planting native shrubs along trails and in open understory areas can diversify the understory, but plants need protection from deer browsing. Understory shrubs also provide places for downed monarchs to climb onto.
9. **Further thinning the cypress stand toward the NW corner (Photo 15)** with removal of two more trees to be selected in the field, to allow for more room for the remaining trees while maintaining wind shelter. Two trees were thinned in 2022. The remaining trees will expand their canopies in the absence of competition and fill out the canopy openings.
10. **Initiate thinning small eucalyptus in the SE corner (Photo 10, 20).** The targets for now are the weakest crowded eucalyptus in the SE corner to allow for development of healthier remaining trees (Photo 10). Some of these trees are nearly dead, after 11 years of growth in crowded conditions. Plan on removing a few trees each year until a suitable density (10' spacing) is achieved. Some of the trees immediately along the fence (Photo 20) should be thinned as well. The remaining trees will respond strongly to increased space and fill in the canopy rapidly, and individual trees will be much healthier and grow more rapidly.
11. **Remove old stakes and cages (Photo 21).** Many trees planted in the last decade still have stakes, collars and cages that are no longer needed. Each staked tree should be evaluated, and the stake/cage removed if no longer needed.
12. **Manage nectar beds.** A report on the nectar beds was produced recently (Regan Biological and Horticultural Consulting 2022) and provides excellent assessments and recommendations. The yellow Buddleia bushes should be pruned to refresh growth and force flowering in the fall (Photo 22). Half of the canopy should be pruned to a density determined by consultations with a master gardener or other horticultural expert. Some nectar beds support species that are not used by monarchs (such as the mallow) and should be replaced. Mexican sunflower (*Tithonia rotundifolia*, Monarch Photo 4) is an excellent addition for fall nectar – it is heavily used at the Gill Tract in Albany. Additional native nectar plantings in sunny trailside areas should be considered but should wait until the rope fencing is replaced with split rail.

- 13. Manage pine seedlings.** Maintain and cage pine saplings in the interior (Photo 16). Apply irrigation as needed in the first one or two years for establishment of planted pines – the emphasis should be on relatively few deep irrigations over the dry season, not frequent shallow irrigations. There are several natural recruits from seed east of the nectar beds that should be retained and encouraged. Trees that naturally recruit develop resilient root systems that explore the soil to great depth. Experiments with pine seeding on patches of freshly bare soil could develop a method for recruitment of healthy pines. Collecting cones from fallen trees could provide a good source of seeds for such experiments.
- 14. Maintain the open area in the interior. (Photos 26, 27)** Monarchs seek well lit sites, and the opening in the interior provides a gap that allows sunlight to penetrate to cluster trees north of the gap. Care should be taken in managing small trees so that this gap is maintained so that the cluster trees do not become too shaded.
- 15. Irrigation.** The irrigation regime for new plantings be continued, but trees and shrubs should be weaned off irrigation after a few years once established. An evaluation of the irrigation program by the City arborist is recommended. Again, the emphasis should be on a few deep irrigations over the dry season, not frequent shallow irrigation. Documentation is important (Photos 28, 29)
- 16. Neighbors.** Take a broader view of the site and work with neighbors. Trees in the surrounding neighborhoods can provide critical wind shelter. For example, a growing cypress south of MGS at 1070 Short Street was taken out leaving a gap in the wind shelter. New plantings of cypress, eucalyptus, and toyon within MGS will eventually seal this gap. The trees on the hotel property are also integral to the monarch habitat. Working out lines of communications and responsibilities will help site management progress more smoothly. *The insecticide incident is a wake-up call for better education.*

2023 Recommendations for George Washington Park

The bulk of the consideration of GWP is in the 2023 Appendix as part of the long-term management plan outline. No major actions, except immediate hazard tree management, are recommended until a fuller site assessment is completed under the Monterey RCD grant. Photos 30 and 31 show recent pine plantings in GWP

One immediate issue is adjusting the irrigation schedule for the numerous pines that have been planted in recent years. Long-term survival and health of these pines requires that they grow roots to tap deep soil water once irrigation is stopped after several years. Volunteers have devoted much time and effort in irrigating these trees, and it is important to have an effective irrigation schedule for deeper watering. The current irrigation schedule only provides shallow water, which encourages the pines to grow roots in the shallow wet zone at the expense of deeper roots. *It is highly recommended that the watering regime be changed to deep irrigation so that each tree receives much*

more water in each watering, with less frequent watering. The exact rotational schedule needs to be worked out, but as a start, twice the water at half the frequency is suggested, next reduced to three times the water at a third of the frequency, eventually to one or two deep waterings over the dry season until the trees can survive on natural rainfall.

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Fordyce, J.A., Baert, N. and Forister, M.L., 2020. Pesticide Contamination of Milkweeds Across the Agricultural, Urban, and Open Spaces of Low-Elevation Northern California. *Frontiers in Ecology and Evolution*, 8, p.162.

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Weiss, S.B. 2013-2023. Proposed management activities Monarch Grove Sanctuary and George Washington Park. Annual memorandum/report to the City of Pacific Grove.

Yang, L.H., Ostrovsky, D., Rogers, M.C. and Welker, J.M., 2016. Intra-population variation in the natal origins and wing morphology of overwintering western monarch butterflies *Danaus plexippus*. *Ecography*, 39(10), pp.998-1007.

Tables

Table 1. Monarch Butterfly Thanksgiving Counts from Xerces Society for Monarch Grove Sanctuary (MGS) George Washington Park (GWP), Monterey County, and California Totals. *MGS was the only site counted that year.

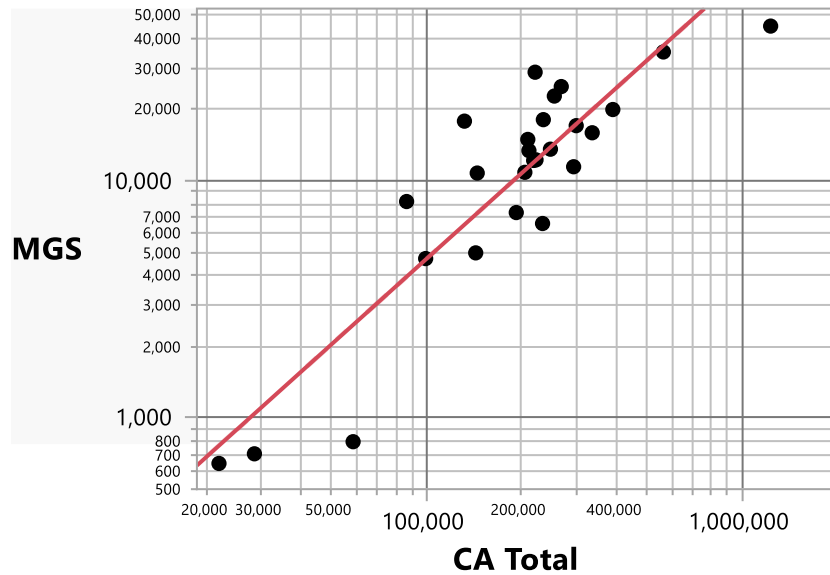
Year	MGS	GWP	CA Total	Monterey Co.	MGS % CA	MGS % Monterey	MGS CA Rank
1997	45,000		1,235,490	45,000	4%	100%*	10 (tie)
1998	35,000		564,349	41,000	6%	85%	5
1999	25,000		267,574	25,000	9%	100%*	3 (tie)
2000	20,000	0	390,057	20,000	5%	100%*	6 (tie)
2001	14,960		209,570	31,203	7%	48%	4
2002	4,700		99,353	11,593	5%	41%	5 (tie)
2003	22,802	2,750	254,378	68,979	9%	33%	2
2004	10,867	4,325	205,085	54,481	5%	20%	4 (tie)
2005	12,199	2	218,679	37,540	6%	32%	4
2006	28,746	11,795	221,058	59,957	13%	48%	1
2007	8,181	2	86,437	15,426	9%	53%	3
2008	17,866	0	131,889	31,063	14%	58%	2
2009	793	0	58,468	4,735	1%	17%	17
2010	4,968	0	143,204	8,634	3%	58%	4
2011	12,265	61	222,525	27,788	6%	44%	4
2012	10,790	0	144,812	29,048	7%	37%	4 (tie)
2013	13,420	1	211,275	35,772	6%	38%	3 (tie)
2014	18,128	0	234,731	55,879	8%	32%	3
2015	11,472	0	292,888	27,787	4%	41%	3 (tie)
2016	17,100	0	298,464	64,804	6%	26%	3
2017	7,350	0	192,629	35,657	4%	21%	8
2018	705	0	28,429	2,758	2.5%	26%	15
2019	642	0	21,944	2,792	2.9%	25%	8
2020	0	0	1,914	58	0	0	--
2021	13,608	0	247,237	26,502	5.5%	51%	5
2022	15,960	0	335,479	25,920	4.8%	62%	4
2023	6,608	0	233,394	17,061	2.8%	38%	10

Table 2. Comparisons of Thanksgiving (NOV) with New Year's (JAN) counts at selected sites from 2021-22 to 2023-24. For previous years' data (back to 2016-2017) consult previous MGS reports.

SITE NAME	NOV 2023	JAN 2024	% 2022	NOV 2022	JAN 2023	% 2022	NOV 2021	JAN 2022	% 2021
MGS	6,608	5,785	88%	15,960	13,149	82%	13,608	10,055	74%
Lighthouse Field	10,000	8,446	84%	3,365	2,836	84%	410	637	155%
Natural Bridges	6,500	6,600	102%	7,500	4,500	60%	2,100	1,700	66%
Moran Lake	7,050	4,970	70%	5,701	4,000	70%	1,100	725	66%
Pismo North	16,044	10,152	63%	24,128	18,073	75%	20,871	16,695	80%
CA Total	193,442	138,448	72%	285,332	120,492	42%	249,250	154,121	62%

Figures

Figure 1. Relationship between total California monarch numbers and MGS numbers, Xerces Thanksgiving Counts



$$\text{Log(MGS)} = -5.33 + 1.197 \cdot \text{Log(CA Total)} \quad r^2 = 0.80$$

Figure 2a. Monarch counts through overwintering seasons 2013-2014 to 2023-2024. Data from Pacific Grove Museum

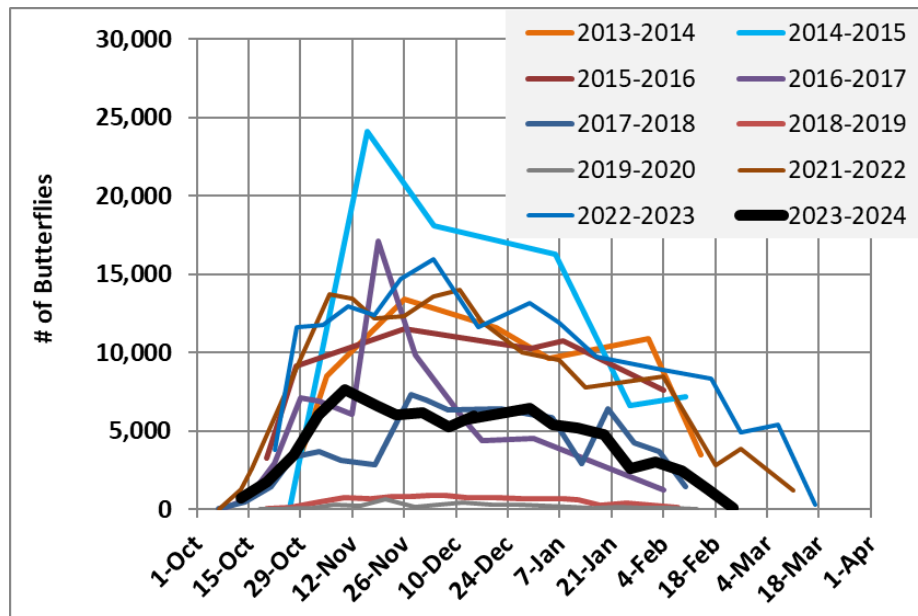


Figure 2b. Monarch Tree Occupancy through Time

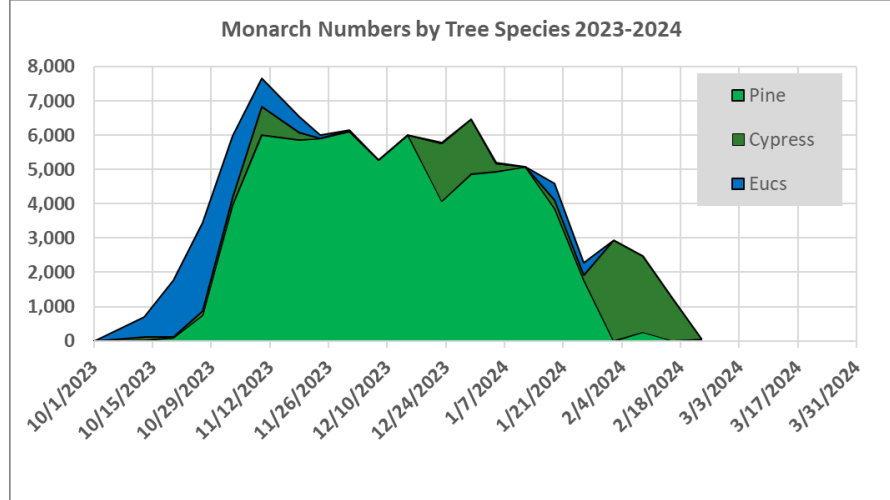


Figure 2c. Monarch Spatial Distribution by Zones 2023-2024

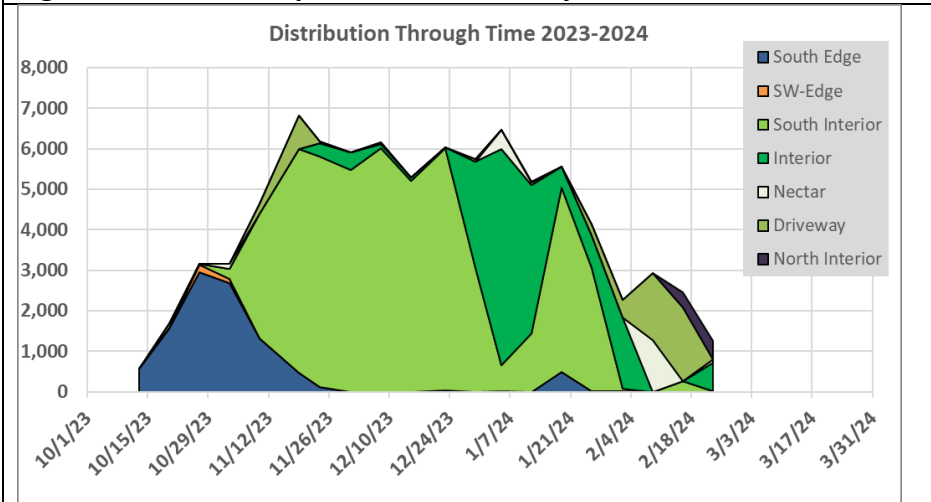


Figure 2d. Monarch Spatial Distribution by Zones 2022-2023

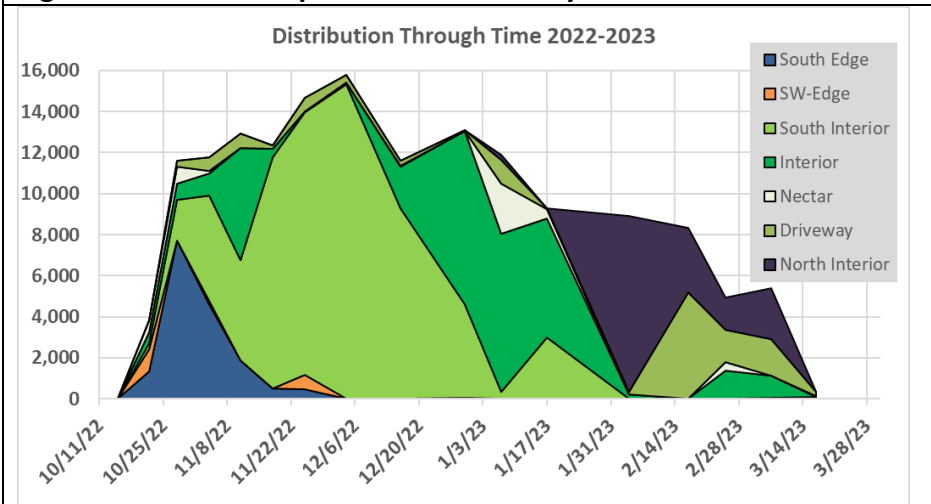


Figure 2d. Map of monarch cluster zones in Figure 2c, d and text.

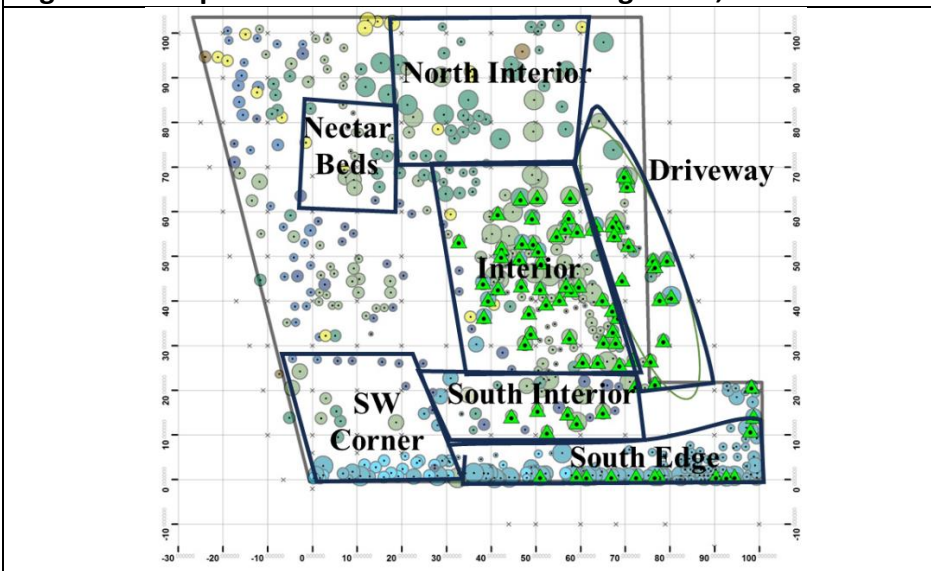
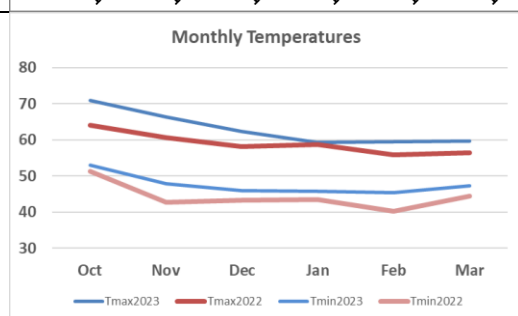
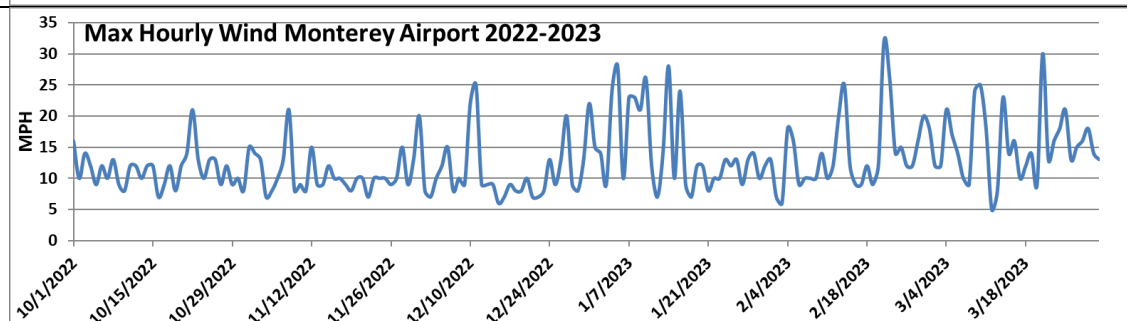
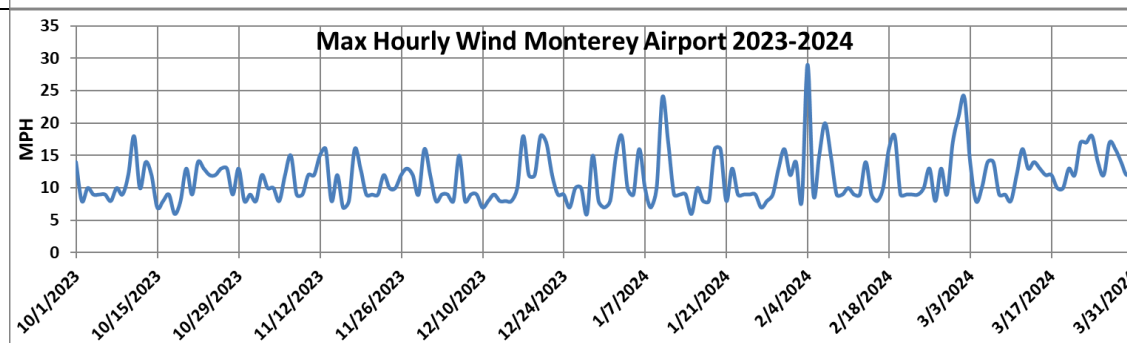
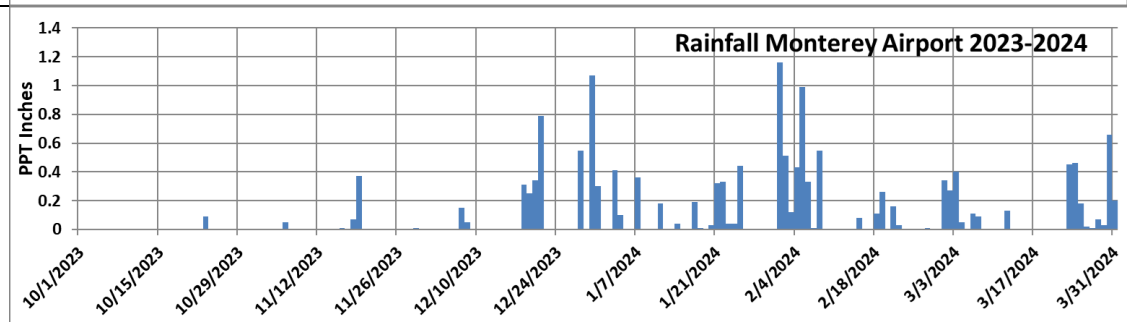
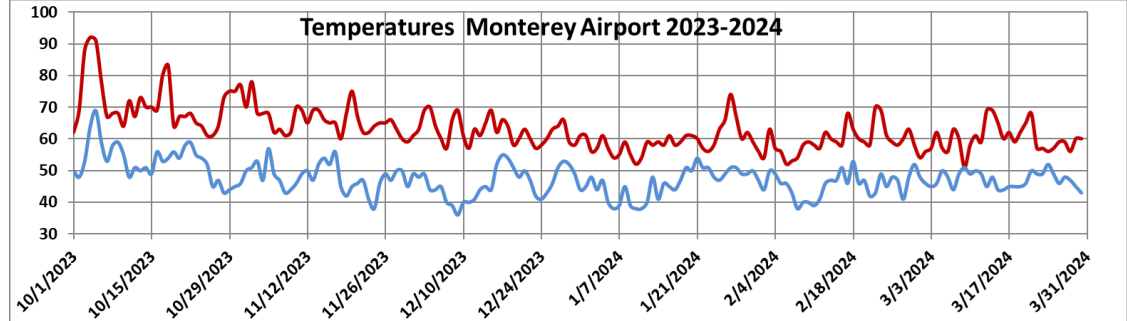
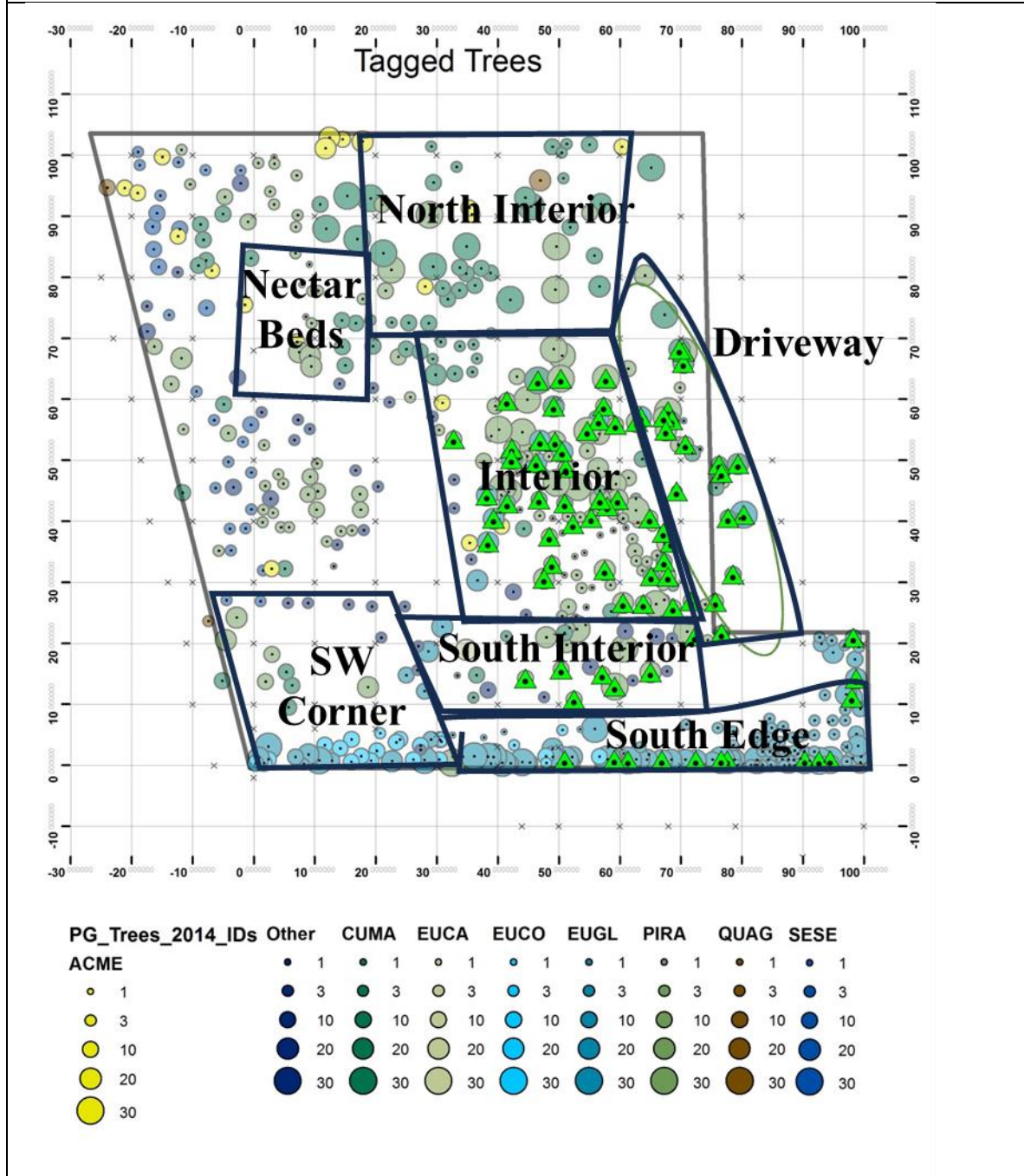


Figure 3. Temperature and Wind Speed at Monterey Airport

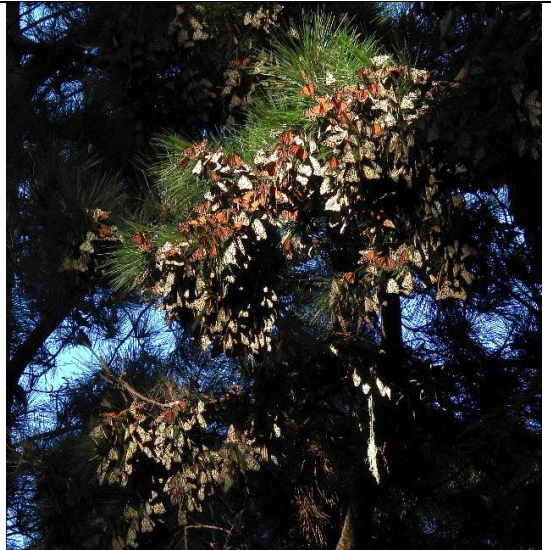


Average monthly Tmax and Tmin for 2022-23 (red) and 2023-2024 (blue) showing how consistently cooler 2022-2023 was (one of the coolest years in decades).

Figure 4. Monarch Occupied Trees (Green Triangles) and cluster zones, Grid in meters



Monarch photos

1. Monarchs nectaring on tree daisy	2. Monarchs nectaring on bottlebrush
	
3. Monarchs nectaring on English ivy. This ivy stand growing on a stump was removed from the Hotel driveway.	4. Monarchs on Mexican sunflower (<i>Tithonia rotundifolia</i>) at Gill Tract, Albany
	
5. Monarchs clustering on N side of main trail in South Interior, Dec. 2023	6. Close-up of clusters in South Interior, Dec. 2023.
	

Habitat Photos

Photo 1. Site of March 31, 2024, fire. Note scorching on eucalyptus trunk



Photo 2. Close-up of scorched trunk. The fire could not spread quickly because of high fuel moisture in late March.



Photo 3a,b. Typical accumulation of bark peelings, small branches, and leaves create fine fuels that should be raked away, especially around the trunks of large trees.

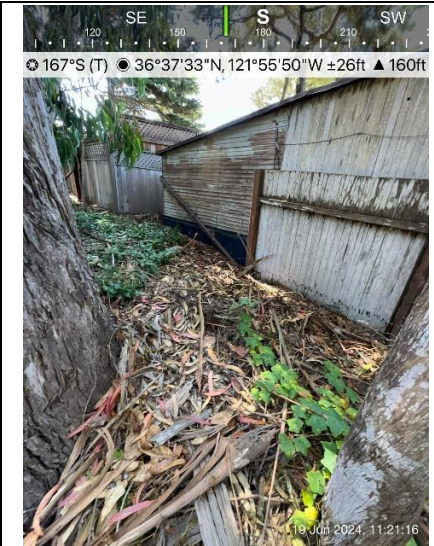


Photo 4. Southeastern boundary with boxed eucalyptus trees. At their current size, these trees provide marginally increased wind shelter above that provided by the houses to the east. These boxed trees are starting to root through the boxes and should be removed

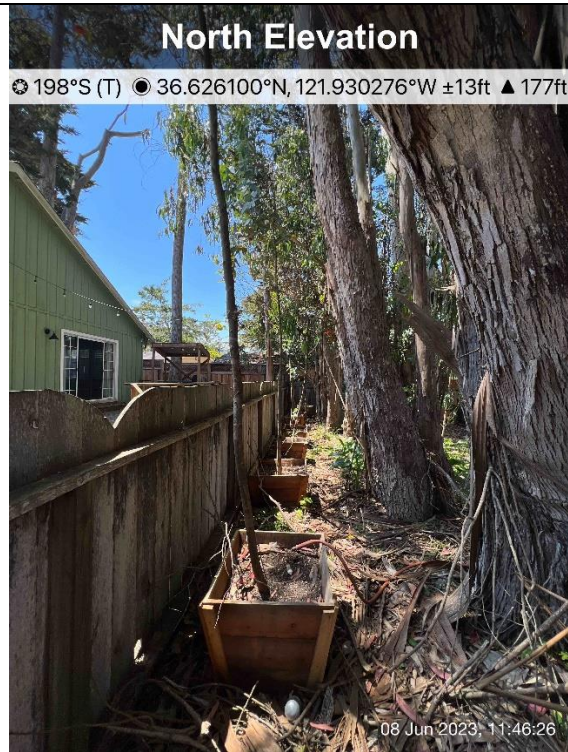


Photo 5. Boxed trees placed in a gap on the hotel property. Originally, these trees were planted in the ground, but were dug up after consultation with city staff.



Photo 6. Boxed trees were removed from Driveway opening, June 2024. One or two cypress are recommended to be planted here.



Photo 7. Partially dead tree over trail (June 2023) NW of nectar beds, recommended to be trimmed of dead branches in 2023

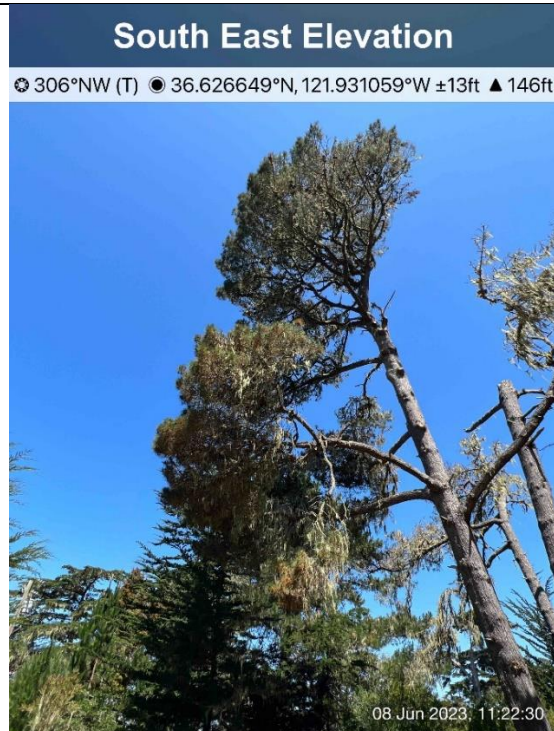


Photo 8. Tree in Photo 7 in December 2023, completely dead. Trail closed and tree removed after monarch emigration.



Photo 9. Two cypresses planted in the open area of the SE corner of MGS. These trees may develop into cluster trees in a wind-sheltered area with dappled light. The horizontal spread of the branches of these trees must be considered and perhaps contained



Photo 10. SE corner. These eucalyptuses were planted too dense in 2023 (3-5' apart) and are growing poorly and in poor shape. The well-spaced trees (10-15' apart) that were officially authorized in 2012 are much healthier and taller.



Photo 11. The NW-side of the eucalyptus windbreak planted in 1999. This mixed species shelterbelt provided critical NW wind protection for the interior of the grove where monarchs clustered in 2021-2022 (and other years).



Photo 12. Newly planted cypress (2020) east of nectar beds, part of a double row of trees planted to seal up this edge and protect the interior cluster zone.



Photo 13. Eucalyptus planted in 2012 at appropriate spacing (10-15') are now 25+ ft tall and are establishing a second row north of the main eucalyptus row. Monarchs have clustered on these trees early in the season.

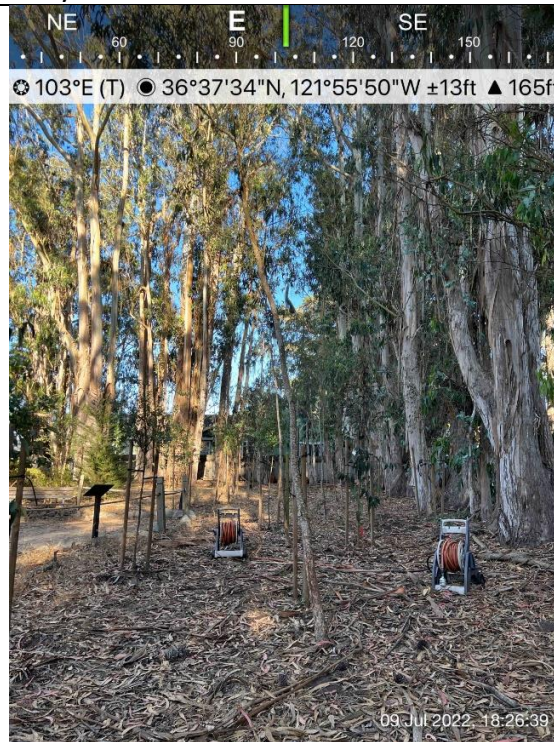


Photo 14. Second row of eucalyptus planted in 2021, to fill in gaps in the southern boundary.

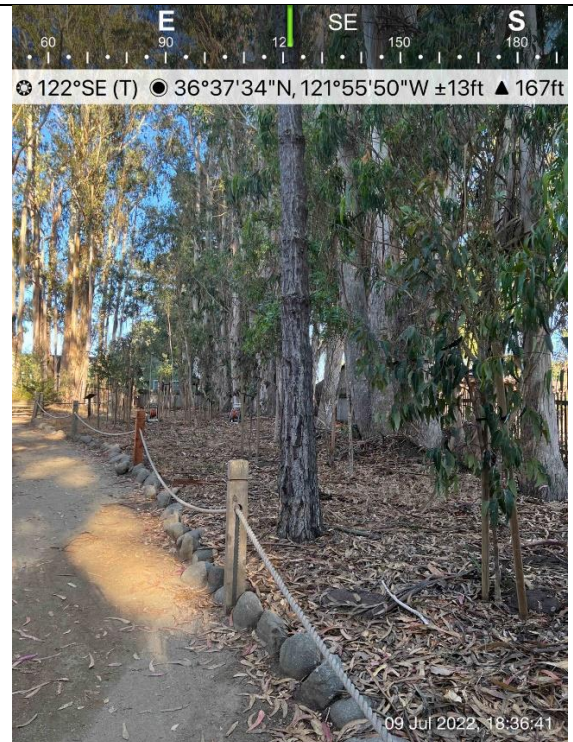


Photo 15. Group of cypress planted in mid-2000s, thinned in 2022 by removing two trees to allow for more rapid growth and health of remaining trees. Two additional trees should be removed in 2024. Wind shelter will not be compromised, and the remaining trees will fill in.



Photo 16. Pine saplings planted in interior. These new trees need to be cared for by initial caging and staking and irrigation for up to 2 years. Natural pine recruits should be encouraged, as they will develop robust natural root systems without irrigation.



Photo 17. Dead pine near NE corner. This tree threatens important interior trees and should be removed. An irregular-topped snag can be left behind.

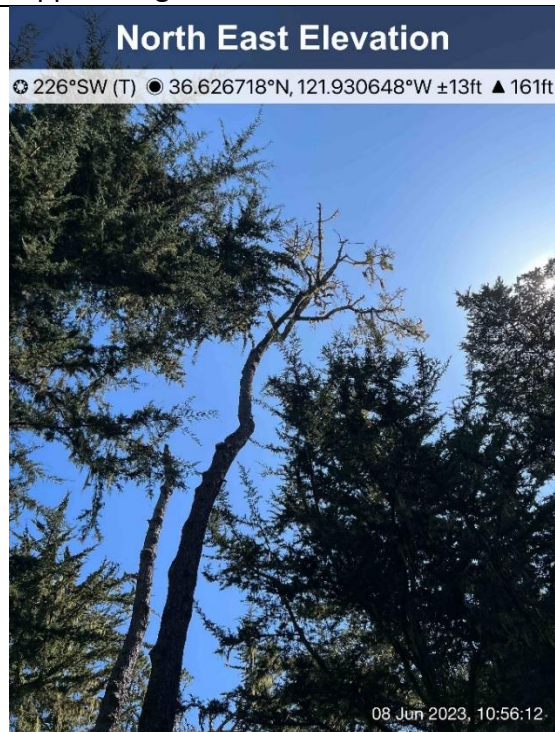


Photo 18. Dead pine tree along path in June 2023. This major hazard was removed in June 2023, a good example of rapid response.

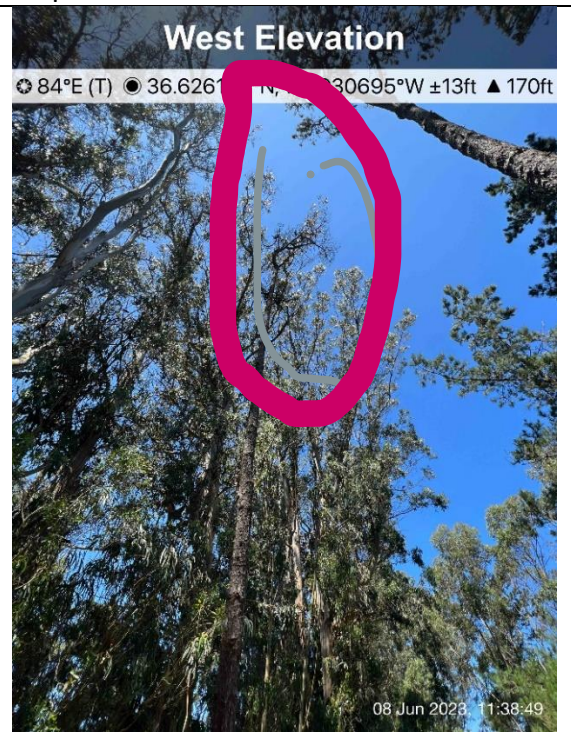


Photo 19. Nearly dead pine in interior. This relatively small tree does not threaten other trees and can be retained for now, the lichen provides some wind shelter function and cluster opportunities

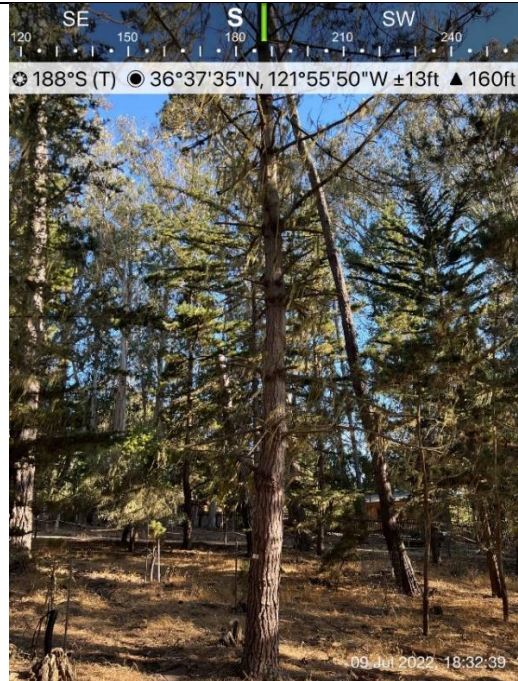


Photo 20. Dense eucalyptus plantings along southern fence. Thinning trees here would allow for better growth of remaining trees. The trees right up against the fence will eventually ruin the fence.

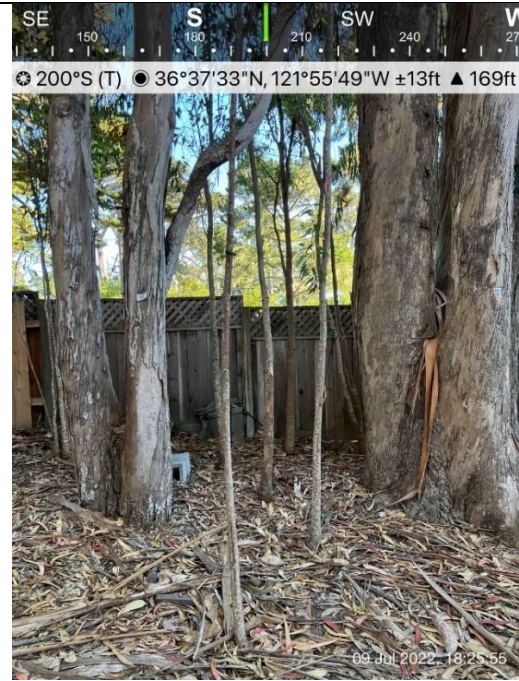


Photo 21 Typical unnecessary old stakes and collar



Photo 22. Overly dense yellow butterfly bush in need of selective pruning.



Photo 23. Crown of fallen tree in Interior to be bucked up.



Photo 24. Upturned root ball to be retained.



Photo 25. Medium-sized healthy pine taken out by treefall, an example of why it is important to remove large standing dead trees.



Photo 26. View into interior cluster zone of pines. Maintaining some relatively open habitat with dappled light in this area is important for monarchs.



Photo 27. Cypress sapling near bend in the trail, with 1999 eucalyptus shelterbelt in background and relatively open interior to east.



Photo 28. Irrigation Zones

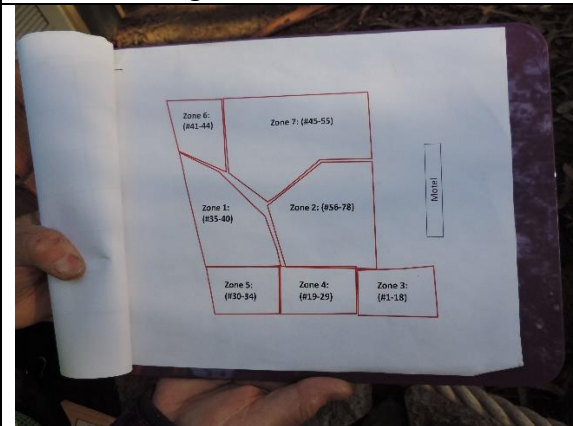


Photo 29. Irrigation documentation

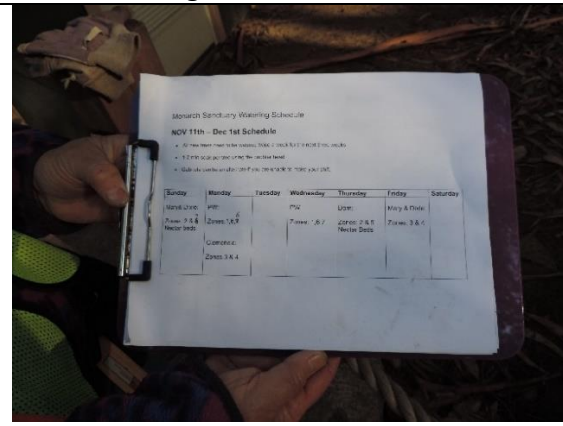


Photo 30. Pine plantings in George Washington Park



Photo 31. Pine plantings in George Washington Park





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: August 21, 2024
SUBJECT: Motion to Approve Business Improvement District Advisory Board Applicants
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve a motion to Approve Business Improvement District Advisory Board Applicants Alessandro Bush and Alexa Sims.

DISCUSSION

On May 15, 2024, the City Council held a public hearing regarding the annual Business Improvement District (BID) assessment, annual report, and Fiscal Year 2024-25 program and budget. The City Council approved the assessments and budget and approved the appointment of the BID Advisory Board for Fiscal Year 2024-25.

Presently, there are two vacant seats on the BID Advisory Board. The Chamber of Commerce is charged with facilitating elections when there are vacancies on the Board, per City Council Resolution 07-042. Two new Advisory Board Members have been selected and forwarded to the City for City Council approval. The existing Advisory Board roster is listed below with the addition of the two new members noted in bold italics. Note that the two new members are being appointed to complete the terms that expire in January 2025.

Liz Jacobs (Wild Fish Restaurant), term expires June 30, 2026

Marietta Bain (Fandango Restaurant), term expires June 30, 2026

Stephanie Loftus (The Quill), term expires June 30, 2026

Jason Bradley (Bradley Print Services & Photographic Center), term expires June 30, 2026

Kim Poulin (Pacific Grove Plaza), term expires June 30, 2025

Alexa Sims (The Yellow Mustard Seed), term expires June 30, 2025

Alessandro Bush (Mechanics Bank) term expires June 30, 2025

OPTIONS

Approve a motion to Approve Business Improvement District Advisory Board Applicants Alessandro Bush and Alexa Sims or take alternative action.

FINANCIAL IMPACT:

There are no financial impacts regarding the approval of these two Business Improvement District Advisory Board Members.

FOCUSED PRIORITY AREA: Not Applicable.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: George Fuerst, Environmental Program Manager
MEETING DATE: August 21, 2024
SUBJECT: Beautification and Natural Resources Commission Minutes: June 18, 2024
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines
Section 15378

RECOMMENDATION

Receive the minutes.

Attachments

June 2024 BNRC Minutes

Minutes of the
BEAUTIFICATION AND NATURAL RESOURCES COMMISSION
Tuesday, June 18, 2024, 4:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

1. Chair Walkingstick called the meeting to order at 4PM. Commissioners Gorman, Wooten, Myers, Lee and Dunn present; Commissioner Brisson absent. City staff present: Dan Gho and George Fuerst.
2. The agenda was approved.
3. No commissioner or staff announcements.
4. Councilmember Coletti announced that the city should finalize details in September about hiring a city forester and city engineer.
5. General public comment
Sally Moore spoke to her concerns about the type and health of some of the city-planted trees, specifically citing ginkos and Bradford pears.

Lisa Ciani gave an update on BLOYS.

Inge Lorentzen Daumer called out the condition of the plantings at the intersection of 1st and Central. Who cares for this space?

Tony Ciani requested BNRC to urge the city to immediately rehabilitate Crespi Pond as per specified in the 2001 report. Vegetation and nitrogen levels are 'out of sight.'

6. The May minutes were approved.

7. PUBLIC HEARING
Tree Appeal, 485 Ocean View Boulevard

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

Recommended Action: Deny the appeal of Tree Permit Application 24-023 and uphold the decision of the City Arborist denying the removal of one (1) Norfolk Pine and one (1) Coast Live Oak at 485 Ocean View Boulevard.

Mr. Fuerst gave background to this appeal.

Mr. Gho outlined the status of the request, emphasizing that a Level 3 assessment should be performed since the previous report is now outdated. A new assessment would determine if the Norfolk pine's roots could be cut or shaved to allow for repair to the wall. He also cited the benefits of the trees.

Property owner and petitioner Mr. Fox disputed the city's stance, saying he felt the existing reports clearly meet code standards.

Public comment on this item:

Tony Ciani, Lisa Ciani, Thom Akeman and Inge Lorentzen Daumer all spoke in favor of saving the trees.

Commissioner comments urged a Level 3 assessment be performed before any action could be considered

Commissioner Wooten moved that BNRC uphold the city's denial. MSP unanimously.

8. NEXT MEETING - July 16th, 2024 at 4pm

9. The meeting was adjourned at 4:40 PM.

Respectfully submitted,
Marty Dunn, Secretary



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: August 21, 2024
SUBJECT: Task Force on Diversity, Equity and Inclusion Meeting Minutes: June 10, 2024
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines
Section 15378

RECOMMENDATION

Receive minutes.

Attachments

TFDEI Minutes



MEETING MINUTES

CITY OF PACIFIC GROVE

TASK FORCE ON DIVERSITY, EQUITY, AND INCLUSION

REGULAR MEETING

Monday, June 10, 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 6:00pm by Chair Bui. City Clerk/DEI Coordinator Kandell conducted roll call with the following Task Force members present in person: Chair Bui, Vice Chair Fryberger, Secretary Hoops, and Member Doneux.

2. **APPROVAL OF AGENDA**

Action: Upon motion by Member Doneux and seconded by Secretary Hoops, the Task Force voted 4-0, to approve the Agenda with the following change: Items A and D on the Regular Agenda will be interchanged.

3. **PRESENTATIONS**

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

5. **COUNCIL LIAISON ANNOUNCEMENTS**

6. **GENERAL PUBLIC COMMENT**

General public comment received from Beth Walker.

A. Written General Public Comment

7. **CONSENT AGENDA**

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

A. Minutes of the May 13, 2024 Diversity, Equity, and Inclusion Task Force

Action: Approved minutes.

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

8. **REGULAR AGENDA**

A. Draft Cultural Calendar

The updated Draft Cultural Calendar was presented by the subcommittee.

Public comment was received from Inge Lorentzen Daumer.

Action: Upon motion by Chair Bui and seconded by Member Doneux, the Task Force voted 4-0 to revisit the DEI Cultural Calendar agenda item on a date uncertain and continue the discussion as a full Task Force.

B. Inclusive Playgrounds

Action: Received a presentation on Inclusive Playgrounds.

C. Metrics Subcommittee

Action: Received an oral update from the Metrics Subcommittee.

D. DEI Task Force Work Plan

Action: Reviewed the 2024-2025 Work Plan.

9. **NEXT MEETING:** July 8, 2024 at 6:00 p.m.

10. **ADJOURNMENT**

The meeting was adjourned at 7:28 p.m.

Respectfully Submitted,

Sandra Kandell, City Clerk/DEI Coordinator
For 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: Joyce Halabi, Deputy Director Public Works
MEETING DATE: August 21, 2024
SUBJECT: Museum Board Minutes - 5/9/23, 11/14/23, 2/14/24
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines
Section 15378

RECOMMENDATION

Receive the minutes.

Attachments

May 9, 2023 Minutes

November 14, 2023

February 13, 2024 Minutes

**DRAFT MINUTES
MUSEUM BOARD**

REGULAR MEETING
TUESDAY, May 9, 2023, 5 P.M.

1. CALL TO ORDER

Present: Chair Calvin Tom, Vice Chair David Messman, and Board Members Donna Foote, Dana Allen-Griel and Christine Bertko; Executive Director Carla Bitter; Director of Collections and Exhibits Dr. Chris Green, Deputy Director of Public Works Joyce Halabi, Volunteer Program Coordinator Amy Colony, City Council Member Joe Amelio (liaison) and Mayor Bill Peake.

2. APPROVAL OF AGENDA

The agenda was approved with no changes.

3. COMMISSION AND STAFF ANNOUNCEMENTS/COMMENTS

Deputy Director of Public Works Halabi reported that, prior to our next meeting, she will be coordinating the annual Board visit to the Lighthouse and the Museum.

4. CITY COUNCIL LIAISON ANNOUNCEMENTS

City Council Member Amelio communicated that Deputy Public Works Director Halabi updated the Council with a 2021-22 CIP review that included before and after photos.

5. GENERAL PUBLIC COMMENT

There were no public comments.

6. APPROVAL OF MINUTES.

A correction to the mis-identity of the “Bird Room” was made. The minutes for February 14, 2023 were unanimously approved.

7. REGULAR AGENDA

A. Appoint a Museum Board Secretary

There were no volunteers. The Chair held a drawing for the three meeting dates in 2023. The following board members will create the minutes for 2023: Christine Bertko 5/9/23, Donna Foote 8/8/23, Dana Allen-Griel 11/14/23.

B. Museum Director’s Monthly Reports

The Chair thanked Carla Bitter for her two years of service as Museum Executive Director. Lisa Max will become the Interim Executive Director. Carla Bitter introduced the new Director of Collections and Exhibits, Dr. Chris Green. Dr. Green described his education and past museum experiences.

Executive Director reported the following highlights:

- 1) Search for the new Executive Director will be posted in about 2 weeks. Korn Ferry will lead the search.

- 2) Good feedback has been received for the program, Wonder on Wheels.
- 3) 2/3 of the capital campaign fund has been completed with Wonder being the biggest program. In addition, master interpretive planning and improving collection areas will be completed.
- 4) Museum reaccreditation self-study is scheduled for 2025. Accreditation is broken down into a 3-year program including formation of an accreditation committee.
- 5) Power lost 27 times; Museum closed for over 10 days.
- 6) Because of closures, Q3 attendance was lower than expected with about 10K visitors in addition to field trips. 35% out of county, 65% in county. Projecting a 50/50 ratio in the next quarter which will increase the number of paying visitors.
- 7) The Monterey County Gives campaign for Wonder on Wheels brought in \$159K in addition to \$40K from the Monterey Peninsula Foundation.
- 8) The California Coastal Commission awarded a grant for \$44K.
- 9) Infrastructure projects include the completion of the bird room roof replacement. The railing project is next up for planning. The safety committee is established and is undergoing training.
- 10) A Strategic Foresight retreat was held. This draft is in review and will be available for community feedback this Summer.
- 11) The monarchs this year were a success story with strong media coverage.
- 12) Volunteer numbers are back after a decline.
- 13) At Q & A, Board members had questions in regards to security, back-up power, executive search, membership on Standards and Practices Committee (SPC), and availability of the Strategic Foresight Report (SFR).
 - a. Security: a security camera installation project is in process and will focus on the collections and the facility with two additional cameras on Forest Avenue and out front.
 - b. Back-up power: the best course of action is being researched
 - c. Executive search: committee is being formed with not to exceed of 6 people
 - d. SPC: current members are: by Alan Arvin, Chair, with members Gregor Cailliet, Denise Gomes, Walan Chang, and Matt Denecor
 - e. SFR: the project report could be made available to the Board prior to public comment period.

C. Public Works Deputy Directors/s Update on the Pt. Pinos Lighthouse

1. The Lighthouse hours are now expanded to Fridays from 1 pm to 3 pm, in addition to Saturday and Sunday hours from 11 pm to 3 pm. The plan is to continue to expand hours.
2. Actively recruiting volunteers.
3. At Q & A, a board member asked for board insight into how to recruit more docents. General discussion ensued about advertising, Title 1 publicity, recruiting Lighthouse visitors, and recruiting parents as well as teachers.
4. A question was asked about the proposed hiring of a docent coordinator. Deputy Director of Public Works stated that a budget request has been made for a second part time position of Docent Coordinator.

D. PG Museum Performance Metrics

At the request of PG Museum Executive Director, the performance metrics will be moved to the August meeting.

E. Selecting City Museum Board liaison to the Museum Foundation Board's Standards and Practices Committee

1. Executive Director Bitter described the Board Liaison role as important to developing strong core documents for reaccreditation.
2. David Messman was selected unanimously as the City Museum Board Liaison.

8. Next Meeting – August 8th, 2023

9. ADJOURNMENT

**DRAFT MINUTES
MUSEUM BOARD**

REGULAR MEETING
TUESDAY, November 14, 2023, 5 P.M.

1. CALL TO ORDER - 5:03 p.m.

Present: Chair Calvin Tom, Vice Chair David Messman, and Board Members Donna Foote, Dana Allen-Greil and Christine Bertko; Lisa Max, Interim Executive Director (ED); Director of Collections and Exhibits (DCE) Dr. Chris Green, Deputy Director of Public Works (DDPW) Joyce Halabi, Volunteer Program Coordinator Amy Colony, City Council Member Joe Amelio (liaison) and Mayor Bill Peake.

2. APPROVAL OF AGENDA

The agenda was approved with no changes.

3. COMMISSION AND STAFF ANNOUNCEMENTS/COMMENTS

DDPW Halabi had no announcements.

4. CITY COUNCIL LIAISON ANNOUNCEMENTS

The liaison discussed City Council items from the last meeting and the upcoming one.

5. GENERAL PUBLIC COMMENT

There were no public comments and there were no public attendees at this meeting.

6. APPROVAL OF MINUTES

The minutes for May 9, 2023 were unanimously approved.

7. REGULAR AGENDA

A. Updates - PG Museum of Natural History & Lighthouse

Richard Dole, new Foundation Board member, brings an accounting and finance background from the Monterey Bay Aquarium.

An update on the selection of a new ED was provided. Dr. Rachel Miller will be joining the Museum on March 3, 2024. She comes from the Museum of Arts and Sciences of Southern Arkansas. She has an extensive background as executive director, financial background, significant fundraising experience having doubled the budget of the museum she previously headed. Ph.D. in Cultural Heritage. Interim ED Max will remain in place until Dr. Miller begins in March.

Two new staff hires joined: 1) outreach coordinator, primarily responsible for Wonder on Wheels vehicle; 2) a part-time LIMPETS fellow.

B. PG Museum of Natural History Performance Metrics

Lisa Max, Interim ED, reported the following highlights:

July 1-June 30, 2023. Daily admissions went up over the previous year to 16,000 with 60% being

Monterey County residents. A large number of field trips were offered, which also increased from the year prior. Most popular offering is Science Saturday with over 3,000 participants (October 2023 Spooky Science Saturday). Have reached over 2,000 people via offsite outreach. Museum store has generated \$32K in revenue. Have approximately 500 members generating \$66K through financial year; this also includes business members who host meetings at the museum. High volunteer impact: 5,642 dedicated hours of service to the museums mission from 175 volunteers, a 50% increase over the year before and higher than pre-COVID. Total donations and grants in 2022-23 financial year of \$1.117M. Largest community-supported funding project was MCGives Wonder on Wheels vehicle. Received best museum award from the Carmel Pine Cone. Programming has grown: preschool curiosity club, junior naturalists and conservationists, LiMPETs project also growing in participation. California Naturalist certification program also grew this year. Museum staff participated in several conferences to bring their expertise to the field. LIMPETS celebrated 20 years of community science; served 42 schools. Hard Core Natural History series was rebranded to Science on Tap; hosted an event on predators which drew 80 people, including younger attendees, which showed more age diversity than traditionally drawn by this program. Wonder and The Nature Exchange exhibits have dramatically increased attendance as well as two temporary exhibits: Illustrating Nature and A Call to Rise, associated with Walk of Remembrance.

Vice Chair Messman asked about the partnership with Monarch Joint Ventures; Interim ED Max confirmed that they are focused on conservation related to monarch butterflies.

Chair Tom recommends increased security at the next Walk of Remembrance event.

Vice Chair Messman reported that the museum's Standards and Practices Committee has been put on hold while focused on hiring the ED and he anticipates work beginning soon.

Chair Tom announced that board members wishing a tour of the museum and/or light house should contact DDPW Joyce Halabi directly.

Chair Tom announced that the upcoming update of the strategic plan will require rescinding and amendment to the Operating Agreement if there is an update to the Foundation's mission and strategic goals.

C. Pacific Grove Museum of Natural History Audited Financials

Lisa Max, Interim ED, reported the following highlights: The museum did well in the FY 2021-2022. Balance sheet showed total assets were valued at \$4.4M. Very low liabilities because the museum has no loans or outstanding credit balances. Profit and loss statement shows total revenue without donor restrictions at \$1.65M; total expenses for the fiscal year equals \$1.293M. Overall investments and beneficial interests at the end of the period was \$2.6M. Two rounds of paycheck protection loan were forgiven.

Vice Chair Messman asked about a "rainy day fund" and interim ED Max responded that there is a reserve of \$400K.

PG Museum of Natural History FY23/24 Business Plan

Lisa Max, Interim ED, reported the following highlights: The plan was put together by Susan Wolfe, Development Director, and goes along with the 2023-2024 budget and was approved by

the Museum Foundation Board. Key initiatives include enhanced fund development and museum membership, including outreach and engagement in respect to donor engagement. Brought back Night Owl this year and are focusing on bigger and better member events as well as bringing back re-engagement of donors, including the Monarch Society for high-level donors. Also focusing heavily on being an employer of choice for museum professionals, including better pay, working environments, and benefits for staff. Biggest focus for community engagement will be the Wonder on Wheels initiative. Next big exhibit will be a redesign of the Native Plant Garden, the focus of the MCGives campaign this year. Also entering 140th year; will have a temporary exhibit celebrating this anniversary in December; will showcase the Chautauqua history. Very focused on strategic planning and have received public comments on the plan, expecting to finalize and begin implementation of the plan on January 1, 2024.

C. PG Museum of Natural History FY23/24 Collections & Exhibit Strategic Plan

Chris Green, DCE, reported the following highlights: Museum Standards and Trajectories section of the plan includes developing an engaging interpretive voice and content. Also looking at engaging descendent communities in community curation. Unfortunately, the collections don't currently reflect local indigenous communities; looking at national engagement. Collections manager Nate King estimates that only about 3% of collections are on display; looking for ways to make the collections accessible through programs, tours, etc. Long term visions and goals include making the research library more accessible to the public. Organization of collections storage is critical; also looking at deaccessioning and exchange as options for collections. Looking to revitalize the Bird Room in a way that reproduces environments and situating collections within them. Have submitted an IMLS grant for an interpretive plan to enable an integrated approach to on-site and off-site, through programs; working to be intentional about an interpretive message that is relevant to Pacific Grove residents as well as communities farther out in the county. Working to co-design the garden exhibit with local communities. Wonder on Wheels is moving forward; have purchased a vehicle and hoping to unveil final designs to the public later this year. Policies to be worked on in anticipation of American Alliance of Museum reaccreditation, especially around collection management policies. Also working to develop a temporary exhibition schedule to keep the exhibits fresh for repeat visitors.

Board member Foote asked about the criteria for accessioning objects; Green responded that there needs to be mission alignment, provenance, and other criteria met before accession.

Chair Tom asked if Wonder on Wheels is a sub-brand of the Wonder exhibit; Green responded that they are seen as separate because the ages and audiences are different and the level of facilitation also differs.

F. Temporary Collections Evaluations - Accession & Disposal

Chris Green, DCE, explained that there are temporarily-held objects collected as early as the 1980s, presumed to have come into the museum when it was a city-run entity.

Green recommended the following actions:

1. Accession 88 objects into the museum's permanent collection.
2. Disposal of 100 objects determined not eligible to enter the permanent collection.

Vice Chair Messman asked how the objects would be disposed of. Green confirmed that the museum will follow museum policies and museum ethical standards. Green suggested that the City Public Works could collect the objects and dispose of them as appropriate.

Vice Chair Messman motioned to access the 88 objects and dispose of the 100 objects; Foote 2nd the motion. The motion passed unanimously.

G. PG Museum of Natural History - Collections Care Report

Chris Green, Director of Collections & Exhibits, reported the following highlights: 366 new records added for objects that already existed in the collection. A temporary full-time employee made significant strides on imaging and inventorying. Completed a Collections Assessment Program; a big focus of that report Green anticipates will be a recommendation to improve environment controls, including water proofing the collections storage area in the basement, which may entail extensive excavation and removal of the outdoor planters. Estimated cost ~\$250K and is not in the FY23-24 budget.

Vice Chair Messman asked about vibration monitoring during the construction project taking place across the street; Green confirmed that pottery objects have been prepared for any seismic activity. If it damages the wall in any sense that could be concerning. Board member Allen-Greil asked about whether the responsibility for vibration monitoring lies with the private entity performing construction near the city's collection and a building of historical significance; Green stated that the museum thus far has been responsible for its own monitoring and has received no interest from the entities performing construction in sharing in that responsibility.

G. PG Museum Facilities Management Plan

Joyce Halabi, DDPW, reported the following highlights: completed the roof repair project above the bird room.

G. Museum Board Planning Calendar

Chair Tom, presented the 2024 Museum Board Planning Calendar for approval.

Vice Chair Messman moved to correct the dates to February 13, May 14, August 13, and November 12, 2024 and to approve the calendar. Allen-Greil seconded. The motion passed unanimously.

8. NEXT BOARD MEETING – February 13, 2024

9. ADJOURNMENT at 6:15 p.m.

MEETING MINUTES CITY OF PACIFIC GROVE MUSEUM BOARD

REGULAR MEETING
Tuesday, February 13, 2024 at 5:00 p.m.

**PACIFIC GROVE MEETINGS ARE CONDUCTED IN PERSON AT CITY
HALL COUNCIL CHAMBERS AND VIRTUALLY**

1. CALL TO ORDER

Present: Chair Calvin Tom, Vice Chair David Messman and Board Members Dana Allen-Greil, Christine Bertko and Donna Foote; Interim Museum Executive Director Lisa Max and Director of Collections and Exhibits Chris Green; Deputy Director of Public Works Joyce Halabi, Volunteer Program Coordinator Amy Colony and Council Liaison Joe Amelio.

2. APPROVAL OF AGENDA

The agenda was approved with no changes.

3. COMMISSION AND STAFF ANNOUNCEMENTS/COMMENTS

No Board or Staff announcements.

4. CITY COUNCIL LIAISON ANNOUNCEMENTS

Councilmember Amelio provided an update on the upcoming City Council meeting and a brief overview of the Chinese Pavilion Project status.

5. GENERAL PUBLIC COMMENT

No public comments and no written comments.

6. APPROVAL OF MINUTES

A. The Museum Board minutes for November 14, 2023 were unanimously approved with one correction to the number of Museum members.

7. REGULAR AGENDA

A. Museum Board Officer Elections

- 1) David Messman was elected Chair unanimously
- 2) Dana Allen-Greil was elected Vice Chair unanimously
- 3) No Secretary was appointed. Defer appointment until next meeting.

B. Executive Director's Monthly Report (report received)

Interim Museum Executive Director Max reported the following issues/highlights:

- 1) The City provided a back-up generator to power the basement sump pump due to the early February electricity outages. The City and the Museum are working together to find a path forward on this infrastructure issue.

- 2) Total attendance of 4,136; Night Owl and Science Saturdays are very popular. Adopt a Bird is also doing well.
- 3) Development and Engagement with \$276K restricted grants and \$86K MCGives (Native Plant Garden) obtained.
- 4) Online audiences of 18k for social media and 55K website visits. Twitter or X dropped.
- 5) Infrastructure projects underway include mezzanine replacement; improved fire alarms (now completed).
- 6) Education and Outreach with 1,365 student field trips and Outreach had 992 participants across offsite events.
- 7) New temporary walls in Bird Gallery allow for more rotating exhibits.
- 8) Museum's new Strategic Plan to be completed in July.

C. Public Works Deputy Director's Update on the Pt. Pinos Lighthouse (report received)

Deputy Director of Public Works Halabi reported the following:

- 1) In December, the Lighthouse expanded hours of operation to include Mondays.
- 2) Staff is planning to expand a fifth day of operation (Thursdays) in March/April.
- 3) The city onboarded an additional Lighthouse Docent Coordinator and is recruiting an additional cashier. Three new docents are on board.
- 4) At Q&A, a board member inquired as to whether docents could work as cashiers. The answer was no. Cashiers are city employees. A board member requested revenue amounts for admissions and the gift shop. Deputy Director Halabi said she could include it in the future.

D. Museum Board Chair Annual Report 2023 (report received)

Chair Tom presented the following items:

- 1) Sump pump failure during Spring storms;
- 2) Executive Director Bitter departure;
- 3) Lisa Max fills in as Interim Executive Director; Dr. Chris Green joins as Director of Collections and Exhibits, Dr. Rachel Miller accepts offer to become ED; Lighthouse increased hours of operation year to year by 100%; the Museum "Bird Room" roof and the Lighthouse fronts steps are repaired. Museum attendance recovers to pre-pandemic levels.

E. FY24/25 Capital Improvement Program Board Recommendations

- 1) Unanimously recommended the following
 - a. Replace Museum carpet; and
 - b. Request additional funding for re-roof of the Lighthouse.
- 2) General Board discussion on the lack of permanent power back-up for Museum and any associated risk.

8. NEXT MEETING

Tuesday, May 14, 2024, at 5:00 pm

9. ADJOURNMENT

The meeting adjourned at 6:03 pm.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk
MEETING DATE: August 21, 2024
SUBJECT: City of Pacific Grove's Conflict of Interest Code
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 first reading of an ordinance to amend Pacific Grove Municipal Code (PGMC) Chapter 2.40, Conflict of Interest, to account for the addition, deletion, and modification of positions listed as “designated employees”; determine that, for the purposes of the City of Pacific Grove’s (City) Conflict Code, the City is the “agency;” approve the updated Conflict Code; and
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION

The Political Reform Act of 1974 (Act) requires, among other things, that local governments adopt and maintain a Conflict of Interest Code, Gov. Code §87300. Agencies must designate all positions that make or participate in the making of governmental decisions, and assign specific disclosure categories to each position. The Fair Political Practices Commission (FPPC or Commission), created under the Act, assists state and local agencies in developing and enforcing conflict-of-interest codes.

On December 20, 2006, by Resolution No. 06-032, the City Council adopted a Conflict of Interest Code.

The Act requires every agency that has adopted a Conflict Code to review its Code on at least a biennial basis (to be conducted each even numbered year) to ensure the Code reflects the organization’s current staffing, and submit an amended Code, if necessary. *Id.*, § 87306.5. The Conflict Code was last reviewed and amended in 2022. A current review of the City’s Conflicts Code revealed no revisions are required as there have been no additions to positions since the last review in 2022.

The proposed ordinance and 2024 Agency Notice included with this agenda report reflect these changes.

OPTIONS

Provide alternate direction.

FINANCIAL IMPACT:

There is no fiscal impact for the review of the City's Conflict of Interest Code.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Proposed Ordinance

2024 Local Notice

ORDINANCE NO. 24-XXX

AN ORDINANCE OF THE CITY OF PACIFIC GROVE TO AMEND AND CODIFY THE CITY'S CONFLICT-OF-INTEREST CODE

WHEREAS, the City Council of the City of Pacific Grove (City) desires that elected and appointed officials be prohibited from making, participating in the making, or attempting to use their official positions to influence a governmental decision in which they know or have reason to know they have a financial interest; and

WHEREAS, the Political Reform Act (Act), set forth at Government Code section 81000 et seq, requires state and local government agencies to adopt and promulgate a Conflict of Interest Code (Conflict Code); and

WHEREAS, on December 20, 2006, the City Council adopted a Conflict Code; and

WHEREAS, the Act directs every local agency that has adopted a Conflict Code to review its Code on at least a biennial basis (to be conducted each even numbered year) to ensure the Code reflects the organization's current staffing, and submit an amended Code, if necessary; and

WHEREAS, the Council last amended the Conflict Code on September 7, 2022, by Ordinance No. 22-013; and

WHEREAS, upon biennial review by the City Attorney's office, it was determined that no amendment to the Conflict Code is required to reflect personnel changes that resulted in the creation of positions, and

WHEREAS, this Ordinance will supersede Ordinance No. 22-013, and will codify the current conflict-of-interest requirements, providing means to further promote disclosure of conflicts and set forth disqualification procedures.

NOW, THEREFORE, THE CITY 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 though set forth fully herein.

SECTION 2. The text set forth in existing Section 2.40.030 of the Pacific Grove Municipal Code, entitled "Disclosure Categories," shall be changed by the deletion of all text shown in ~~strikeout text~~ and the addition of all text shown in bold, italic, underscored text (***bold, italic, underscored text***), as follows:

2.40.030 Disclosure Categories

Designated officials are assigned to specific categories of financial disclosure.

(a) Designated Positions and Disclosure Categories.

(1) Category 1.

- (A) Mayor;
- (B) Councilmembers;
- (C) City manager;
- (D) City attorney;
- (E) City clerk;
- (F) City clerk/DEI coordinator;
- (G) Assistant city attorney;
- (H) Administrative services director
- (I) Administrative services director / Assistant city manager;
- (J) Public works director;
- (K) Public works director / Deputy city manager;
- (L) Police chief;
- (M) Library director;
- (N) Community development director;
- (O) Human resources director;
- (P) Members of the planning commission;
- (Q) Members of the architectural review board;
- (R) Members of the historic resources commission;
- (S) Members of the economic development commission;
- (T) Consultant/new position.

(2) Category 2.

- (A) Administrative services manager;
- (B) Program manager;
- (C) Program manager, senior;
- (D) Police commander;
- (E) Environmental programs manager;
- (F) Public works superintendent;
- (G) Planner, senior;
- (H) Police administrative services manager;
- (I) Police administrative services manager/Public information officer
- (J) Police records supervisor;
- (K) Human resources manager;
- (L) Management analyst;
- (M) Code compliance officer;
- (N) Senior librarian;
- (O) Construction project manager;
- (P) Members of the recreation board.

(b) Disclosure Categories.

(1) Category 1 must report all interests in real property investments, business positions and sources of income, including gifts, loans, and travel payments from any source located in, doing business in, or planning to do business within the jurisdiction of the city; and

(2) Category 2 must report all investments, business positions and sources of income, including gifts, loans, and travel payments from any source located in, doing business in, or planning to do business within the jurisdiction of the city.

(c) All other city employees and members of commissions, boards, committees or city-appointees to other local agency bodies with significant decision-making authority, even if not listed in subsection (a) of this section, are also subject to disclosure requirements as their interests, holdings or sources of income relate to any decision that official makes.

Each employee and member of commissions, boards, or committees must adhere to ethical principles at the time that a decision is made. [Ord. 20-020 § 2, 2020].

SECTION 3. Nos. 08-028, 13-010, 16-013, 18-011, 20-020, 22-013, and all other actions in conflict with this Ordinance are hereby rescinded.

SECTION 4. If any provision, section, paragraph, sentence, clause, or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective on the thirtieth day following passage and adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE THIS ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

DATED: _____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN A. PIERIK, City Attorney

2024 Local Agency Biennial Notice

Name of Agency: City of Pacific Grove
Mailing Address: 300 Forest Avenue
Contact Person: Sandra Kandell Phone No. 831-648-3181
Email: skandell@cityofpacificgrove.org Alternate Email: cityclerk@cityofpacificgrove.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☒ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☒ Include new positions
- ☒ Revise disclosure categories
- ☒ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☒ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



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: August 21, 2024
SUBJECT: Motion to Authorize City Manager to Issue a Request for Proposals (RFP) for Cannabis Consulting Services
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

It is recommended that the City Council authorize City Manager to issue a Request for Proposals (RFP) for cannabis consulting services to assist staff with the implementation of the cannabis licensing and zoning ordinances adopted by the City Council.

DISCUSSION

Pacific Grove voters approved Measures M and N at the November 8, 2022, general election. Measure M was an advisory measure asking the voters the following question: "Should the Pacific Grove City Council be authorized to amend the Municipal Code to allow retail sales of medical or recreational cannabis, limited to one single location within the City, at a location no closer than 1000 feet from any existing licensed Daycare/Preschools, Youth Center, and Schools, to engage in commercial cannabis activities?" Measure N established a tax on cannabis businesses at the rate of 6% of gross receipts from the retail sale of cannabis (storefront and delivery sales).

As a result of the approval of Measures M and N, the City Council directed the City Manager and City Attorney to create a cannabis licensing program to authorize one cannabis retail storefront to operate in the City. Draft licensing and zoning ordinances were prepared and vetted through a public process that involved the consideration of the ordinances at several meetings of the Planning Commission and City Council. The ordinances were adopted by the Council in December 2023.

The ordinances create a two-step regulatory framework that requires a proposed cannabis retailer to first obtain a license to operate from the City and then a conditional use permit. This allows the City to have regulations in place that address both the use (conditional use permit) and the user (license). One license will be available to operate a storefront retail location, consistent with the Measure M advisory measure. Additionally, licenses will be available to medicinal cannabis retailers proposing to operate delivery-only with no walk-in customers allowed, consistent with SB 1186 which went into effect on January 1, 2024.

The cannabis licensing ordinance calls for administrative rules to be adopted by resolution of the City Council detailing the application and license award process. Consultant services are needed to assist

City staff with the application process as it is anticipated to be a time-consuming endeavor. City staff believes it is best to retain a consultant before finalizing the draft administrative rules for presentation to the City Council so that the consultant can provide input on the application process based on their experience.

OPTIONS

Authorize City Manager to issue a Request for Proposals (RFP) for cannabis consulting services to assist staff with the implementation of the cannabis licensing and zoning ordinances adopted by the City Council. The City Council may take alternative action, but that is not recommended as the review and vetting of cannabis business applications will be a highly technical process that requires a level of knowledge regarding state cannabis law and best practices for cannabis business operations, security, and inventory.

FINANCIAL IMPACT:

There will be no net financial impact associated with this item as fees will be established for cannabis business licenses that will incorporate the costs associated with the cannabis business consultant charges per application. This yet to be established fee will be proposed for the City Council's consideration after a consultant is selected and their application review costs are known.

FOCUSED PRIORITY AREA: Not Applicable.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Leticia Livian, Human Resources Director
MEETING DATE: August 21, 2024
SUBJECT: Memorandum of Understanding between the City of Pacific Grove and the Police Officers Association (POA)
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Motion to adopt a resolution approving the Memorandum of Understanding between the City of Pacific Grove and the Police Officers Association to cover the period of July 1, 2024, through June 30, 2027.

DISCUSSION

The City and Police Officers Association (POA) have been negotiating a successor to the Memorandum of Understanding (MOU) that expired June 30, 2024. City negotiators have proceeded through the negotiation process with Council authority and met with Council in closed sessions on February 7th, March 20th, April 3rd, May 15th, June 5th, and August 7th of 2024.

The attached resolution implements the tentative agreement reached with the POA. The POA authorized this agreement on June 26, 2024. Below are key items that have been negotiated:

- Multi-year agreement term, ending June 30, 2027
- Salary
 - Effective July 2024, all bargaining unit members will receive a three percent (3%) salary increase.
 - Effective July 2025, bargaining unit members will receive a three percent (3%) salary increase or a market adjustment pending joint salary survey. Cost associated with a potential market adjustment is pending the salary survey completion. Staff will bring associated costs to council for year two.
 - Effective July 2026, bargaining unit members will receive a three percent (3%) salary increase.
 - Increase the percentage difference between steps 5 to 6 and 6 to 7, from 3.75% to 5%.
- Deferred compensation
 - Employer match of up to \$50 per month
- Increase health premiums
 - Increase Employee plus 1 dependent to \$1,425 monthly
 - Increase Employee plus 2 or more dependents to \$1,875 monthly
 - Increase Employee plus 1 dependent by \$25 per month starting January 2025, and each hereafter in the contract until 2027

- Increase Employee plus 2 or more dependents by \$50 per month starting January 2025, and each t hereafter in the contract until 2027
- Medical cash-in-lieu
 - \$300 per month for opting out of employer medical. Requires annual proof of other medical insurance coverage
- Holidays
 - Addition of Juneteenth
- Longevity Pay
 - \$300 per month for 10 years of service or more with credit of up to five years of service in other agencies as a sworn police officer
- Uniform allowance
 - Increase from \$92.50 per month to \$125 per month
 - Boot reimbursement of up to \$250 annually

The negotiations were conducted in good faith, fully collaborative and were based on mutual benefits to the association and the City.

Approval of the attached resolution confers authority upon the City Manager to take all steps necessary to implement this MOU. Changes to the salary schedule will comply with all City Municipal Codes and appropriate timelines.

OPTIONS

1. Provide alternative direction to staff.

FINANCIAL IMPACT:

For FY 24/25, the 3% salary increase, health cash in-lieu, and the employer contributions to medical were included in the budget.

The projected annual fiscal increase to the General Fund is listed below:

FY 24/25 - \$ 74,400

FY 25/26 - \$127,012

FY 26/27 - \$134,549

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Resolution

POA MOU

RESOLUTION NO. 24 - _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
APPROVING THE MEMORANDUM OF UNDERSTANDING
WITH THE PACIFIC GROVE POLICE OFFICERS ASSOCIATION.**

FINDINGS

1. The City of Pacific Grove and the Police Officers Association (POA) have negotiated and have reached agreement on a successor Memorandum of Understanding amending the Memorandum of Understanding that governs wages, benefits, hours and working conditions Police Officers Association members.
2. This 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; and

RESOLUTION

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

SECTION 1. The City Council finds each recital set forth above to be true and correct, and by this reference incorporates each as an integral part of this Resolution.

SECTION 2. The City Council approves the attached Memorandum of Understanding with the Police Officers Association that covers the period July 1, 2024 through June 30, 2027.

SECTION 3. The City Manager is authorized to execute all documents and to perform all other necessary City acts to implement the Memorandum of Understanding.

SECTION 4. This resolution confers authority upon the City Manager to take all steps necessary to implement this MOU and authorizes budget adjustments if necessary to implement expenditures during FY 24/25, 25/26 and FY 26/27.

SECTION 5. This Resolution shall take effect immediately following its adoption.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 21st day of August, 2024, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE
Mayor

ATTEST:

SANDRA ANN KANDELL
Deputy City Clerk

APPROVED AS TO FORM:

BRIAN PIERIK
City Attorney

**CITY OF PACIFIC GROVE
POLICE OFFICERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

July 1, 2024 – June 30, 2027

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CITY OF PACIFIC GROVE
POLICE OFFICERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING

In accordance with state requirements, the City of Pacific Grove, through its negotiating team, and the Pacific Grove Police Officers' Association, through its negotiating team, have met and conferred in good faith on matters within the scope of representation.

As a result of these meetings, the parties make the following Memorandum of Understanding as required and subject to the conditions of Government Code Section 3505.1.

ARTICLE 1. PARTIES

This agreement is made and entered into between the City of Pacific Grove (herein called the "City") and the Pacific Grove Police Officers' Association, (herein called the "Association").

ARTICLE 2. RECOGNITION

2.1 The City recognizes the Pacific Grove Police Officers' Association as the exclusive representative of the employees in the Police Unit.

2.2 Non Discrimination.

The City and the Association will cooperate in pursuing a policy of no discrimination. Unit employees shall have the right to form, join, and participate in the activities of organizations of their own choosing for the purposes of representation on all matters of employer-employee relations including wages, hours, and other terms and conditions of employment. No employee will be interfered with, restrained, coerced, or discriminated against by the City or the Association because of their exercised rights established by law.

An employee not joining the Association is exercising their rights to self-representation in rights issues.

Nothing in this section prevents the Association and its representatives from representing the classifications in the unit in accordance with the MOU, State and Federal law, and the City of Pacific Grove Personnel Rules and Regulations.

ARTICLE 3. UNIT DESCRIPTION

The Police Unit consists of all regular employees in the following classifications: Safety Personnel: Police Officer, and Sergeant.

ARTICLE 4. COVERAGE

This Memorandum of Understanding applies to employees in the Police Unit as defined in Article 3.

ARTICLE 5. DURATION OF MOU

This MOU shall govern the period of July 1, 2024 – June 30, 2027.

ARTICLE 6. SCOPE OF MOU

All terms, benefits, and conditions of employment contained in this MOU shall remain in full force and effect for the term hereof. As long as there is no material breach of the terms hereof, and except as specifically provided herein, neither party shall be entitled to meet and confer with

respect to any subject fully covered by this MOU. No changes to the provisions of this MOU may be undertaken without the prior written consent of both parties to this Agreement, except as otherwise indicated herein.

ARTICLE 7. GRIEVANCE PROCEDURE

7.1 Definitions

- (a) “Grievant” means an employee(s) filing a grievance.
- (b) “Grievance” is a dispute arising from the application or interpretation of a specific article of this Memorandum of Understanding. “Grievance” is also a dispute arising from an action not covered by the Memorandum of Understanding, but which affects a term and condition of employment as defined in the Meyers-Milias-Brown Act. Provided, the “grievance” does not include disputes regarding management rights, i.e., the merits, necessity, or organization of any service or activity provided by the City, as set out in the Meyers-Milias-Brown Act and as more particularly described in City’s employer-employee organization relations resolution (no. 5249). The City may raise the issue of whether a matter constitutes a grievance during any stage of the grievance process. Employee discipline is processed in accordance with Policy 1021- Personnel Complaints and is not subject to the grievance procedure.
- (c) “Immediate Supervisor” is the employee directly supervising the grievant or in his or her absence his or her designee.
- (d) “Day” is a calendar day.

7.2 Informal Step

Before filing a grievance, the grievant shall discuss the matter with his or her immediate supervisor.

7.3 Step One

- (a) If the grievant is not satisfied with the response at the informal step, the grievant shall submit the grievance in writing to his or her immediate supervisor within 14 days of the action causing the grievance or of the date the action reasonably could have been expected to be known to the grievant.
- (b) Within 14 days of filing of the grievance, the immediate supervisor shall respond in writing to the grievance.

7.4 Step Two

- (a) If the grievant is not satisfied with the Step One response, the grievant may bring the grievance to the Chief of Police within 14 days of receipt of the Step One response.
- (b) The Chief of Police shall respond to the grievance in writing within 14 days of receipt of the grievance at Step Two.

7.5 Step Three

- (a) If the grievant is not satisfied with the Step Two response, the grievant may bring the grievance to the City Manager within 14 days of receiving the Step Two response.
- (b) The City Manager shall respond to the grievance in writing within 14 days of receipt of the grievance at Step Three.

7.6 City Council

- 1. If the grievant is not satisfied with the opinion rendered by the City Manager, they may request a hearing before the City Council. The request must be made within 14 days of the opinion rendered by the City Manager. That hearing shall be held as promptly as possible and in any event no more than 30 calendar days from the date of receipt of the request for hearing. The City Council decision is final.

7.7 Release Time

The grievant shall be entitled to release from duty without loss of pay for the hearing of grievance. Other employees may be released from duty without loss of pay to serve as representatives or witnesses. Such releases are subject to the staffing and operational needs of the Department.

7.8 No Discrimination

There shall be no restraint, interference, coercion, discrimination, or reprisal against any employee for exercising any rights under the grievance procedure.

7.9 Representation

- (a) The employee may be represented by the Association at any step of the grievance.
- (b) An employee is also entitled to represent him/herself individually at any step of the grievance procedure.
- (c) A grievant may not change his or her designation of representative organization, during the processing of a grievance except by mutual agreement of the parties.

7.10 Grievance Withdrawal

By mutual agreement of both parties the grievant and their representative may withdraw the grievance at any stage of the grievance procedure by giving written notice to the City representative who last acted on the grievance.

7.11 Waiver of Steps

By mutual written consent of both parties any step of the grievance procedure may be waived.

7.12 Reopener

The City and the Association agree to reopen negotiations on the narrow and specific issue of whether, or to what extent, to revise Article 7 Grievance Procedure of the MOU. The parties shall commence the meet and confer process as soon as reasonably possible following the first

full pay period after City Council approval of this MOU with a target completion date on or before June 30, 2025.

ARTICLE 8. SICK LEAVE

8.1 Sick Leave

- (a) Each full-time employee shall accrue eight hours of sick leave per month.
- (b) There shall be no limit on the amount of sick leave that may be accumulated.

8.2 Sick Leave Buy Out

- (a) Upon termination, other than by retirement, the employee shall be entitled to be paid for 50% of his or her accumulated sick leave, up to a maximum of 1,000 hours, at the time of such termination. (Example accumulated 1200 hours, maximum payout is for 500 hours i.e.: ½ of 1,000-hour limit.) Same for b.
- (b) Upon retirement the employee shall be entitled to payment for 50% of any accumulated sick leave, up to a maximum of 1,000 hours, in excess of that for which retirement credit is given.

8.3 Personal Necessity and Bereavement Leave.

- (a) Personal Necessity Leave – Employees may use accrued sick leave in the event of the personal illness of a family member, including father, mother, brother, sister, spouse, registered domestic partner, children, step-children, a grandparent, and in-laws.
- (b) Bereavement Leave – Up to a maximum of five days of paid leave will be granted per occurrence in the case of the death of a family member, including father, mother, brother, sister, spouse, child, step-parent, step-child, grandparent, in-laws, registered domestic partner, child of or any other member of the immediate household.

ARTICLE 9. RETIREMENT

9.1 Retirement Program

The retirement program for unit members includes the following elements:

- (a) This subsection shall apply only to employees who are not considered “new members” under the Public Employees’ Pensions Reform Act of 2013 (PEPRA) (i.e. “classic members”. CalPERS determines who is a “classic member” within the meaning of PEPRA. The City’s retirement plan shall consist of the following provisions:
 - A “3% at age 50” benefit formula (see Gov. Code 21362.2).
 - Final compensation to be based on the single highest year’s compensation.
- (b) For all employees who are “new members” within the meaning of PEPRA, the City’s retirement plan shall consist of the following provisions:
 - Defined benefit formula of “2.7% at age 57.”
 - Final compensation based on three highest consecutive years.

- (c) Sick leave conversion of 0.004 years of service for each day of accumulated sick leave (see Gov. Code 20965). This benefit is not available for the portion of sick leave cashed out under Article 8.
- (d) “Classic members” will pay the entire twelve percent (12%) member contribution. “New members” will pay 50% of the total normal cost of their retirement benefit. Pursuant to IRC Section 414 (h) (2), the unit members pay their CalPERS contribution on a pre-tax basis.
- (e) Effective in the first full pay period of December 2017 classic members shall contribute three percent (3%) towards the employer contribution towards CalPERS for a total twelve percent (12%) employee contribution.
- (f) 1959 survivor benefit (Fourth Level, Government Code 21574) Employees will pay the continuing cost of \$2.00 per month for each employee.
- (g) Military Service Credit as Public Service option (Government Code Section 21024). An employee may elect to purchase service credit for active military or merchant marine service before employment.

ARTICLE 10. HOLIDAYS

10.1 Paid Holidays

Holidays observed shall be as follows.

1. New Year’s Day
2. Martin Luther King Day
3. Presidents’ Day
4. Cesar Chavez Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Indigenous Peoples’ Day
10. Veterans’ Day
11. Thanksgiving Day
12. Thanksgiving Holiday (the Friday after Thanksgiving)
13. Christmas Eve
14. Christmas Day

10.2 Holiday Time for Sworn Members

Holiday time for sworn members working shifts that are longer than an 8-hour shift will be computed as eight hours. Employees may use vacation or accrued compensatory time to be paid for the difference between 8 hours and their shift hours.

ARTICLE 11. VACATION

11.1 Vacation credit is provided as follows: Full Years of Consecutive Service	Hours Earned per Hour* Paid	Maximum Hours Earned/Year
Less than 5	.0385	80
5	.0577	120
6	.0577	120
7	.0615	128
8	.0615	128
9	.0654	136
10	.0654	136
11	.0692	144
12	.0692	144
13	.0731	152
14	.0731	152
15	.0769	160
16	.0808	168
17	.0846	176
18	.0885	184
19	.0923	192
20+	.0962	200

*Straight Time Hours Paid

11.2 Vacation Accumulation

Employees may accumulate vacation to a maximum of 400 hours.

11.3 Vacation Use

If there is no disruption in service, vacations will be allowed up to one time the annual accrual if the Department approves the vacation. Longer vacations may be approved by the Chief on a case-by-case basis based upon the Chief's determination of operational need. This section may not apply in case of emergency or significant staff shortages. Any vacation request in excess of two consecutive weeks must get Chief prior approval through the chain of command.

For vacation requests that coincide with shift bid, members shall make their selection in order of seniority. Members who do not make their selection within 24 hours of the shift bid opening shall be passed and placed at the bottom of the list. The Department shall respond to vacation request no later than seven (7) days from submission of the request. Requests for vacation time off outside the bidding process can be made in hourly increments of at least one hour or more.

11.4 Vacation Buy Back

Regular employees with over five years of service may elect to cash out up to 40 hours of their vacation in any calendar year if the following conditions are met:

- The employee has used (taken) at least 40 hours of vacation during the preceding calendar year.
- The employee must have at least 40 hours of vacation remaining after the "cash out" of some of his or her vacation.

- (c) On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee's vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

ARTICLE 12. HOURS AND OVERTIME

12.1 Shift Hours

- (a) The Chief of Police or designee shall have full authority to schedule employees to regular patrol shifts that are between 8 and 12 hours in length or a combination of schedule options within the 8 to 12 hour shifts.
- (b) Officers assigned to designated traffic enforcement or School Resource are not included in "regular patrol" shifts unless assigned by the Chief.
- (c) The Chief of Police shall have the full authority to change employee schedules and shifts in the best interest of the City.
- (d) The Chief shall provide at least 21- days' notice and an opportunity to meet prior to implementing a new shift that does not currently exist.

12.2 Overtime

12.2.1 Contractual Overtime

Employees are entitled to overtime compensation at a rate of one and one-half times their hourly base rate for hours worked in excess of their regularly scheduled shift.

12.2.2 FLSA Overtime

The Pacific Grove Police Department has established a regularly recurring work period of fourteen (14) consecutive days for all eligible law enforcement personnel, regardless of rank, pursuant to 29 U.S.C. 207(k) of the Fair Labor Standards Act (FLSA).

Notwithstanding contractual overtime requirements set forth in this MOU the FLSA overtime threshold for the 14-day 207(k) work period is 86 hours. FLSA overtime is based on actual, physical hours worked in excess of the applicable FLSA threshold. For personnel subject to the 14-day 207(k) work period, the FLSA overtime threshold is exceeded when an employee's actual, physical hours worked during the 14-day work period exceed 86.

12.3 Lunch Breaks

- (a) Safety personnel assigned to 8-hour shifts and 10-hour shifts shall receive a paid 30-minute lunch period within their shifts.
 - i. That lunch period may be interrupted to respond to emergencies.

- (b) Safety personnel assigned to 12-hour shifts shall receive two paid 30-minute lunch periods.
 - i. Those lunch periods may be interrupted to respond to emergencies.

12.4 Call Back and Holdover

Except as provided in Section 12.5, an employee shall be credited with a minimum of three hours of pay at time and one-half if the employee is called back to work. An employee shall be credited with time and one-half for a shift extension period.

12.5 Court Time

- (a) An employee called back to appear in court shall receive a minimum of four hours pay or compensatory time off at time and one-half.
- (b) If the off-duty employee is scheduled to appear at two or more court appearances, and those appearances are scheduled two or more hours apart, the officer shall receive a minimum of four hours pay or compensatory time off at time and one-half for each appearance.
- (c) If the off-duty officer is scheduled to appear at two or more court appearances, and those appearances are scheduled less than two hours apart, the officer shall receive a minimum of four hours pay or compensatory time at time and one-half with the overtime commencing at the earliest subpoena time.
- (d) In no case will there be double compensation for overlapping court hours.
- (e) If the off-duty officer is scheduled to appear in court and is told they are on standby, such standby shall be on an unrestricted call back basis. During such unrestricted standby the officer will be entitled to compensation at straight time until they are released or reports to court.
- (f) The 4-hour minimum for court time begins when the officer checks in at the courthouse. Officers have a duty to report to court in a timely manner and no more than 45 minutes from when called upon by the court to report.
- (g) The officer must report their status to the Watch Commander at the beginning and end of the standby. It will be the officer's responsibility to ascertain when they must be in court, and to be there as directed by the Court Coordinator or deputy DA of the District Attorney's Office.
- (h) It will be the subpoenaed officer's responsibility to check the status of any subpoena after 1800 (6:00 p.m.) hours on the prior court day to ascertain if a court appearance has been canceled. In the event of a court cancellation entered into the City notification systems after 6:00 p.m. on the preceding day but before 6:00 a.m. on the court day, the officer shall receive a two (2) hour minimum at straight time if not otherwise scheduled to work during the time of the cancelled appearance. In the event of a court cancellation entered into the City notification system at or after 6:00 a.m. on the court day, the officer shall receive the four (4) hour minimum set forth in this section, if not otherwise scheduled to work during the time of the cancelled appearance. The applicable court pay is determined by when the cancellation is entered into the City notification system, not

the time the officer checks the system. Once the four-hour minimum has been met the employee shall be paid hourly at their overtime rate of pay.

- (i) The subpoenaed officer must re-verify the status of the trial by calling the Court Coordinator of the District Attorney's Office after 8:00 a.m. on the date of the trial.
- (j) In all instances, the subpoenaed officer is responsible for appearing in court when required.

12.6 Compensatory Time Off

- (a) Compensatory time off may be granted at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is due.
- (b) Accumulation of compensatory time will be limited to 250.
- (c) A compensatory time account will be maintained for each Association member.
- (d) When the balance in the account is in excess of 250, no further compensatory time will be accrued until the balance in the account is reduced below 250 hours.
- (e) On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to forty (40) hours of accrued compensatory time (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of accrued comp time the employee irrevocably elected to cash out in the prior year. However, if the employee's accrued comp time balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of comp time the employee has accrued at the time of the cash out.
- (f) At no time shall payments be made that are in excess of the account balance as of the request date.

12.7 Detective Call Back/On-Call

Detectives and Investigators, when assigned shall be on unrestricted "call back/on-call" status on a rotational basis so that at least one is always available to meet the departmental needs outside of regular working hours. Detectives and Investigators assigned to "call back/on-call" status will receive \$250 per week which may be paid at a prorated daily rate as needed. Weekly call back/on-call begins and ends at 4:00pm on Thursdays.

ARTICLE 13. UNIFORM ALLOWANCE

13.1 Uniform Allowance

Effective July 7, 2024, a uniform allowance of \$125.00 per month shall be paid to each unit member.

13.2 Uniform Patches

The City will provide police department patches for each newly hired member, and as needed thereafter.

13.3 Uniforms Upon Hire

Effective July 7, 2024, the City will purchase uniforms for all unit members upon hire, based on the department policy. Uniforms provided to unit members upon hire, will include the following:

- Two authorized uniform pants;
- Two authorized uniform long sleeve shirts;
- Two authorized uniform short sleeve shirts; and
- Two uniform ties.

13.4 Boot Reimbursement

Effective July 7, 2024, the City will reimburse each unit member up to \$250.00 per fiscal year for the purchase of safety boots, which comply with department policy. The purchase receipt shall be required when submitting a claim for reimbursement.

ARTICLE 14. DEPARTMENT ISSUED EQUIPMENT

14.1 General Policy

- (a) The City will purchase and supply department equipment for all sworn officers. The equipment purchased are items that are used in the course of duty and help maintain the safety of the officers and those they serve. The employee will be responsible for all care and maintenance of the city owned and issued equipment.
- (b) All department issued equipment and clothing will be replaced or repaired by the City if damaged in performing normal duties.
- (c) The City agrees to provide up to \$250 towards the replacement of the exterior vest every 5 years at issuance of a new ballistic vest subject to the Chief's prior approval of the choice of vest. The exterior vest may be replaced sooner upon the prior approval of the Chief when damaged beyond repair during the course of employment.

14.2 Equipment Furnished

The department issued equipment is listed in EXHIBIT A.

ARTICLE 15. HEALTH INSURANCE AND BENEFITS

15.1 City Paid Premium and Special Optional Benefits

- (a) The City contracts with the California Public Employees' Retirement System (CalPERS) for participation under the Public Employees Medical and Hospital Care Act (Government Code Section 22750, et. Seq. ["PEMHCA"]), for the purpose of providing medical insurance benefits for employees, and employees who have retired from employment with the City and who constitute "annuitants" as defined by PEMHCA.

- (b) City shall pay the employer required statutory minimum contribution for eligible employees and annuitants (as defined by Government Code section 22760) enrolled in the PERS (PERS-PORAC) health plans as required by PEMHCA.
- (c) Cafeteria Plan Benefit for Eligible Active Employees: In addition to the PEMHCA contribution set forth above, effective beginning July 7, 2024, the City will contribute according to the below plan enrollment levels. Employees who chose plans that are more expensive than the monthly employer contribution will have the additional premium costs paid through a payroll deduction. This amount will be provided to active employees through the City's Internal Revenue Code Section 125 cafeteria plan. The City will contribute according to the below plan enrollment levels:

Plan Enrollment Level	Monthly Employer Contribution (amount excludes PEMCHA)
Employee Only	\$950.00
Employee + 1 Dependent	\$1,425.00
Employee + 2 or More Dependents	\$1,875.00

(d) Effective December 1, 2024 for the 2025 plan year, the City's contribution to Employee + 1 Dependent shall increase by \$25.00 per month, and the City's contribution to Employee + 2 or More Dependents (Family) shall increase by \$50.00 per month.

(e) Effective December 1, 2025 for the 2026 plan year, the City's contribution to Employee + 1 Dependent shall increase by \$25.00 per month, and the City's contribution to Employee + 2 or More Dependents (Family) shall increase by \$50.00 per month.

(f) If, during the term of this Agreement, the City Council approves an increase to the City's monthly contributions to health premium costs of any other represented City bargaining unit, the Association may re-open negotiations on the narrow and specific issue of whether, or to what extent, the City will increase its contribution to health premium costs for employees represented by the Association.

15.2 Long Term Disability

The City will contribute \$24.50/month per employee to the Association sponsored LTD plan.

15.3 Inoculations

When not an allowable cost under the City health insurance plan, other health insurance plan of the member, or when the cost is only partially covered under such plan, the City will pay up to the full cost of the member's Hepatitis "B" inoculations, when the member so elects to receive this inoculation.

15.4 Opting out (Medical Plan Only)

- a) During open enrollment, eligible employees may elect to opt out of the City offered medical plans in accordance with section 15.4 (b). Employees hired after the first full pay period following City Council approval of this MOU may also elect to opt out of the City offered medical plan at the time of hire in accordance with section 15.4(b).

- b) An eligible employee may only opt out of City-offered medical plans and receive cash in the amount of \$250.00 per month, considered taxable cash in-lieu, only if they meet the following conditions:
 - 1. They submit proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction (“tax family”), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”);

And

- 2. The employee signs an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment, or within 30 days after the start of the plan year. An opt-out payment cannot be chosen if the employer knows that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

15.5 Deferred Compensation

- a) The City offers employees the opportunity to participate in a deferred compensation (457) plan on a voluntary basis through the payroll deduction plan. Participation and contributions are regulated by the rules and regulations established by the Internal Revenue Service (IRS) for such plan (457 Plans).
- b) Effective July 7, 2024, the City shall match up to \$50.00 per month of contributions made by the employee. In no case shall the City contribute in excess of \$50.00 per month to any individual employee’s deferred compensation.

ARTICLE 16 COMPENSATION

16.1 Salary

- (a) Year 1: Effective July 7, 2024 all bargaining unit members shall receive a three-percent (3%) salary increase.
- (b) Year 2: Effective in the first full pay period of July 2025 all bargaining unit members shall receive a three-percent (3%) salary increase.
- (c) Year 3: Effective in the first full pay period of July 2026 all bargaining unit members shall receive a three-percent (3%) salary increase.

16.2 Market Equity Adjustment

The parties shall negotiate on the narrow and specific issue of a market equity adjustment to enhance the base wage of the Police Officer and Police Sergeant classifications by the amount required to bring each classification to 95% of market median for total compensation as determined by the parties through negotiations. The parties shall commence the meet and confer process on market criteria/data points and benchmark agencies as soon as reasonably possible following completion of the ordinance

amendment process. Once the parties reach agreement on the market criteria/data points and agreed-to benchmark agencies, a total compensation survey shall be prepared jointly with a target completion date on or before April 30, 2025. Following the actual completion date of the total compensation survey, the parties shall complete any further meet and confer in the salary ordinance process needed to implement any market adjustments beyond the 3% COLA issued during Year 2 of the MOU. Any such market adjustments shall take effect on or after the first full pay period of July, 2025, but no sooner than completion of the ordinance amendment process.

16.3 Step Increases

- (a) Step increases must be based upon performance and goal achievements not solely longevity. These increases will be based upon each individual's overall performance as reflected in the most recent performance evaluation.
- (b) Employees are eligible for a step increase on their anniversary date or on the anniversary of their new classification date following completion of 2,080 hours of paid service, whichever is longer. Time spent on legally protected leaves of absence such as FMLA or CFRA count towards step increase eligibility.
- (c) Effective July 7, 2024, the percentage difference between Step 5 and Step 6 shall increase from 3.75% to 5% and the percentage difference between Step 6 and Step 7 shall increase from 3.75% to 5%.

16.4 Longevity Pay

- a) Effective July 7, 2024, the City will provide longevity pay in the amount of \$300.00 per month to unit members who have completed ten (10) continuous years of service as a City of Pacific Grove Peace Officer under California Penal Code section 830.1.
- b) Employees with prior law enforcement experience as a California Penal Code section 830.1 peace officer with another agency shall be entitled to credit up to five (5) years of prior experience as a California Penal Code section 830.1 peace officer towards satisfying the ten (10) years of service required with the City of Pacific Grove. Employees seeking such credit shall be required to submit satisfactory proof of prior experience to the City. Credit shall only be granted following submission of satisfactory proof.
- c) To the extent permitted by the California Public Employees' Retirement Law and CalPERS regulations, longevity pay shall be reported to CalPERS as special compensation for classic members and pensionable compensation for new members.

16.5 Specialty Assignment Pays

It is understood and agreed that specialty assignments are not deemed to be promotional and are at the pleasure of the Chief of Police and it is expected that the assignment will be rotated from time to time. Such rotation is not subject to the grievance procedure. Upon such rotation to and from the specialty assignment compensation and hours will be adjusted as provided in this Agreement. Specialty pay is pensionable as determined by CalPERS. Any person promoted, reclassified, or transferred to a position not eligible for benefits, as set forth in this Section shall lose the compensation.

16.5.1 FTO Training Premium

FTO's shall receive 5% in salary when they are assigned FTO duties by the Chief or designee. FTO duties may be assigned either full-time or on an as need basis as determined by the Chief. Corporals are assigned to FTO duties full-time.

16.5.2 Designated Traffic Enforcement Pay

- (a) Police Officers, while assigned to designated traffic enforcement shall receive an additional 5% of their base salary. Unit members are eligible for this specialty pay only when specifically assigned to such duty by the Chief or designee and not for performing traffic duties as related to law enforcement or riding a motorcycle while on regular patrol. There shall be no additional benefits for Police Officers so assigned arising from such assignment.
- (b) Upon rotation to and from assignment to a designated traffic enforcement unit, compensation and hours will be adjusted as provided in this agreement. When there is less than full- time assignment of such duty, compensation will be adjusted on a pro-rata basis.

16.5.3 School Resource Officer Duty Pay

- (a) Police Officers, while assigned, as the School Resource Officer shall receive an additional 5% of their base salary. There shall be no additional benefits for Police Officers so assigned arising from such assignment.
- (b) Upon rotation to and from assignment as School Resource Officer, compensation and hours will be adjusted as provided in this agreement. Where there is less than full - time assignment of such duty, compensation will be adjusted on a pro-rata basis.

16.5.4 Detective Division Premium

Detectives/Investigations: Bargaining unit members who are routinely and consistently assigned to a detective or investigative division, shall receive an additional 5% in base salary.

16.5.5 Watch Commander

An officer other than a corporal or sergeant assigned by the Chief or designee as watch commander shall receive an additional 5% in base salary for the shift they work as watch commander.

16.5.6 Corporal Assignment

The Chief may assign bargaining unit members to the Corporal assignment consistent with the needs of the Department. A unit member assigned to a Corporal assignment shall receive an additional 5% in base salary.

16.6 Educational Incentive Pay

Members are eligible for additional compensation as provided in this section.

- (a) Upon compliance with this Section, eligible members shall receive an amount equal to 2.5% of their base pay upon satisfactory completion of 30 semester units of college level, job-related or general education courses that count towards a degree from an accredited college or university as approved by the Police Chief or for satisfactory completion of an AA degree major from an accredited college or university as defined below.

- (b) An amount equal to an additional 3% of their base pay shall be paid to eligible bargaining unit members as a result of satisfactory completion of a BA/BS degree major from an accredited college or university as defined below.
- (c) An amount equal to an additional 1% of their base pay shall be paid to eligible bargaining unit members as a result of satisfactory completion of an MA/MS or LLB degree major from an accredited college or university as defined below
- (d) Bargaining unit members shall be eligible for a maximum of 6.5% under this section 16.6.
- (e) Definitions
 - i. “Base pay” for the purpose of this section 16.6 means the hourly salary as set forth herein for the range and step of the eligible person and shall specifically exclude any compensation received for overtime, clothing allowance or other fringe benefits.
 - ii. “Satisfactory completion” means a grade of “C” or better in each course.
 - iii. “College level” means any post-high school college or university accredited by the California State Department of Education, the Western Association of Schools and Colleges, or equivalent organizations in other states or counties, or which has the prior approval of the City Manager.
 - iv. “Job-related” means any academic course related to technical police science skills. The determination of the Chief of Police of the eligibility of any course shall be final. In the case of doubt the employee shall request the written determination of the Chief of Police in advance of enrollment in the course.
- (f) No person shall be eligible for the benefits under this Section unless and until they have satisfactorily completed the FTO period.
- (g) Prior to the payment of compensation under this Section, eligible employees shall submit a list of courses and credits to the department head on forms provided by the Chief of Police, together with the transcripts or other proof of satisfactory completion as may be required.
- (h) Payment for Educational Pay shall be granted the full first pay period following the Chief’s approval as indicated on a Personnel Action Form with the transcripts or other acceptable proof attached. Except under unusual circumstances beyond the control of the member, retroactive payment of Educational Pay shall not exceed six months.
- (i) All such courses shall be taken by the employee during off-duty hours.

16.7 POST Certificate Pay

Bargaining unit members are eligible to receive POST Certificate pay equal to 5% of their base pay for the attainment of the qualifications after completion of their probationary period as defined in the following paragraphs:

- (a) Intermediate P.O.S.T (2.5%)

(b) Advance P.O.S.T (3%)

(c) Final Qualifying Event for P.O.S.T. shall be the date of issue of the P.O.S.T. certificate.

16.8 Shift Differential

Members regularly assigned to a shift that works between the hours of 1900 hours (7:00 p.m.) and 0700 hours (7:00 a.m.) shall receive shift differential premium pay equal to 2.5% of the employee's base rate of pay. Members who are assigned to cover the full shift that works between the hours of 1900 hours (7:00 p.m.) and 0700 hours (7:00 a.m.) shall also receive shift differential premium pay equal to 2.5% of the employee's base rate of pay for all hours worked during the shift and for hold-over hours directly worked at the request of the Department immediately before or after the regular 7pm to 7am shift. Members who work a partial shift or otherwise work between 7:00PM and 7:00AM are not eligible for shift differential.

16.9 Tuition Reimbursement Plan

The purpose of the Tuition Reimbursement Plan is to help defray the cost of the Association Members college education. All such courses shall be taken by the employee during off-duty hours. The Plan is available to those who are enrolled in a college or university that has been approved by the Chief of Police or City Manager and who are seeking a degree not yet obtained. Employees must have successfully completed their probationary period to be eligible for this benefit.

- (a) The City will reimburse any member of the Association an amount not to exceed a total of \$1,500 for a single fiscal year for the successful completion of any job related courses of college level education following compliance with this section.
- (b) Any such course must have the prior approval of the Police Chief or the City Manager.
- (c) After the completion of probation, a member may request reimbursement of up to a maximum of \$4,500, which includes \$1,500 for the current year, and the balance above \$1,500 as an advance against future service under the preceding conditions. This constitutes an advance in part, and the part that is advanced must be repaid should the member leave City service prior to serving the requisite time of one year for each \$1,500 so advanced, or pro-rata for fractions thereof.
- (d) Reimbursement will be made for books and tuition upon presentation of proof of successful completion of approved courses.

The Tuition Reimbursement Plan may also be used to attend approved schools or conferences taken by the employee during off-duty hours.

16.10 P.O.S.T. Reimbursement Plan

- (a) The City will reimburse any member of the Association an amount not to exceed a total of \$1,500 for a single fiscal year for the successful completion of a P.O.S.T. certified course or non-P.O.S.T. course that has been approved by the Chief of Police or City Manager.
- (b) Successful completion of a P.O.S.T. certified course shall include receiving the appropriate reimbursement from P.O.S.T. Travel outside the Monterey, San Benito or

Santa Cruz Counties shall receive a travel and per diem allowance when such allowance has been approved in advance by the Police Chief or City Manager.

- (c) Payment of the travel and per diem allowance shall count toward the maximum tuition reimbursement of \$1,500 per fiscal year.

16.11 Physical Fitness Evaluation and Incentive Program

Members will participate in the City's fitness program offered to general employees. A maximum of \$1,323.00 may be awarded every fiscal year.

Fitness Level	Score	Compensation
Excellent	100-80	\$1,323.00
Fit	60 – 80	\$882.00
Fair	40- 60	\$441.00
Needs Work	0 – 40	\$0

16.12 Bilingual Pay

Effective the pay period that includes January 1, 2023, the City will add bilingual pay for Spanish at \$200 per month for employees who take and pass the test as required by the City.

ARTICLE 17. OTHER

17.1 Personnel Rules and Regulations

The Association agrees that it has received a copy of the rules and regulations and has met its obligation under law regarding this document.

17.2 Assigned Training- Off Site

- (a) Time spent in assigned training is compensable hours worked.
- (b) Time spent traveling to assigned training is compensable hours worked if the travel occurs during the employee's normal working hours, regardless of the day of the week.
- (c) An employee must receive prior authorization from the Chief or designee to receive overtime compensation for time spent in assigned training or travelling to or from assigned training.

17.3 Travel Per Diem will be provided in accordance with the City travel policies. Travel reimbursement for POST training shall conform to POST rules.

17.4 Authorization for Checking Messages Off Duty

With the exception of on call members, members of the association who are issued telephones are not required to check their telephones while off duty and therefore are not authorized to work overtime to check their telephones.

17.5 Assigned Training – On-Site

Employees who are called in for training on an employee's regular day off shall be paid a four-hour minimum. This four-hour minimum does not apply to an employee who has voluntarily

elected to work on their day off or for employees where the training runs contiguous to their shift. Training is not contiguous to a shift if it starts or ends more than 60 minutes from the start or end of the shift the employee is working.

ARTICLE 18. FUTURE NEGOTIATIONS

Except as specifically provided herein, the parties hereto acknowledge and agree that they have reached settlement regarding all total compensation and non-compensation items, and that said issues are settled through the period expiring June 30, 2027, provided that either party may request to meet and confer upon written notice given to the other party.

The parties therefore agree to waive any and all rights or obligations to meet and confer until a reasonable period prior to June 30, 2027, except as specifically provided herein.

CITY OF PACIFIC GROVE

PACIFIC GROVE POLICE OFFICERS'
ASSOCIATION.

By:

By:

Matthew Mogensen, City Manager
City of Pacific Grove

Paul Nagamine,
POA President

Date: _____

Date: _____

Leticia Livian, HR Director
City of Pacific Grove

Date: _____

Exhibit A

Item	Quantity	Description
1	1	Ballistic vest-with outer carrier
2	1	Department issued service weapon with holster
3	2	Spare magazines for department issued weapon
4	1	Double magazine pouch
5	1	Duty belt
6	1	Under belt
7	1	Baton-36" with holder
8	1	Handcuff case (double)
9	2	Pair of handcuffs with keys
10	1	Glove case
11	1	Chemical spray 4" with holder
12	1	Rain jacket and rain pants
13	1	Police badge for uniform
14	1	Flat police badge for wallet
15	1	Police hat badge for Class A uniform
16	1	Ballistic helmet with shield
17	1	Gas mask with bag
18	1	Asp baton 26" with holder
19	1	Flashlight
20	1	Body worn camera
21	1	Taser with holster and two cartridges
22	1	Traffic reflective vest
23	1	Cellular phone
24	1	Portable radio and holder
25	1	Department issued rifle



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: August 21, 2024
SUBJECT: Master Services and Purchasing Agreement with Axon Enterprise, Inc.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Motion to authorize the Mayor to execute Master Services and Purchasing Agreement with Axon Enterprise, Inc. for five years for Fleet cameras, Body Worn cameras and Taser equipment for a total amount not to exceed \$407,855.99.

DISCUSSION

This item presents a proposed Master Services and Purchasing Agreement (“Agreement”) with Axon Enterprise, Inc. for Fleet camera, Body Worn camera and Taser equipment (Attachment 1).

Axon Enterprise, Inc. (“Axon”) has provided the City with pricing for the purchase and use of Axon Devices and Services as set forth in the Quotes attached to the Agreement for the following:

1. Fleet Cameras: \$125,22.06 (Exhibit 1 to Agreement)
2. Body Worn Cameras: \$145,955.60 (Exhibit 2 to Agreement)
3. Taser: \$136,675.33 (Exhibit 3 to Agreement)

The term of the Agreement is 60 months. The total amount of the Agreement is \$470,855.99. The cost per year under the Agreement is \$81,571.20.

The recommended action is a Motion to authorize the Mayor to sign the Agreement with Axon for the devices and services specified in the Agreement.

OPTIONS

None.

FINANCIAL IMPACT:

As specified in the Agreement, the total amount is not to exceed \$407,855.99 for five years with yearly cost of \$81,571.20.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Master Services and Purchasing Agreement with Axon Enterprise, Inc.



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

The Quote for Fleet (Q-597307) is attached as Exhibit 1 and the Subscription Term shall start on 11/1/2024 and end on 10/31/2029. .

The Quote for Body Worn Camera (Q-561072) is attached as Exhibit 2 and the Subscription Term shall start on 12/1/2024 and end on 11/30/2029.

The Quote for TASER (Q-558604) is attached as Exhibit 3 and the Subscription Term shall start on 12/14/2024 and end on 11/30/2029.

- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 1 (one) year ("**Renewal Term**"), however, Agency may cancel a future Renewal Term provided the Agency gives Axon a minimum of 60 days' written notice prior to the start of the upcoming Renewal Term. For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront yearly basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees. Payments on this Agreement shall not exceed \$407,855.99 unless approved in advance in writing by the City.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.



Master Services and Purchasing Agreement

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
7. **Warranty.**
 - 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
 - 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
 - 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
 - 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
 - 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
 - 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
 - 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive.** Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
 - 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
 - 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
 - 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.



Master Services and Purchasing Agreement

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance and endorsements.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
- 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-



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appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
 - 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
 - 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
 - 18.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.
 - 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
 - 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
 - 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
 - 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
 - 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
 - 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
 - 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.



Master Services and Purchasing Agreement

AXON:

Axon Enterprise, Inc.

DocuSigned by:
A handwritten signature in black ink, appearing to read 'R. Driscoll Jr.', enclosed within a blue DocuSign signature box.

Signature: _____

Name: Robert E. Driscoll Jr.

Title: Deputy General Counsel

Date: 8/7/2024 | 8:44 AM MST

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____



Master Services and Purchasing Agreement for Customer

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- e. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.



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- b. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**



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16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
17. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - d. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
 - f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
18. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - h. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
 - k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - m. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
19. **Axon Narrative**. AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
20. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.



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21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
 23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.



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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need



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• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer



Master Services and Purchasing Agreement for Customer

computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating



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for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.



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Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



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-
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Quote Appendix



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-597307-45498.781DB

Issued: 07/25/2024

Quote Expiration: 09/05/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 110159

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Pacific Grove Police Dept. - CA 580 Pine Ave Pacific Grove, CA 93950-3335 USA	Pacific Grove Police Dept. - CA 580 Pine Ave Pacific Grove CA 93950-3335 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Cathy Madalone Phone: (831) 648-3168 Email: cmadalone@cityofpacificgrove.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$121,670.80
ESTIMATED TOTAL W/ TAX	\$125,225.06

Discount Summary

Average Savings Per Year	\$2,537.04
TOTAL SAVINGS	\$12,685.20

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$25,794.16	\$744.56	\$26,538.72
Oct 2024	(\$1,460.00)	\$0.00	(\$1,460.00)
Sep 2025	\$24,334.16	\$702.43	\$25,036.59
Sep 2026	\$24,334.16	\$702.43	\$25,036.59
Sep 2027	\$24,334.16	\$702.43	\$25,036.59
Sep 2028	\$24,334.16	\$702.41	\$25,036.57
Total	\$121,670.80	\$3,554.26	\$125,225.06

Quote Unbundled Price:	\$134,356.00
Quote List Price:	\$126,131.80
Quote Subtotal:	\$121,670.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$1,460.00)	(\$1,460.00)	\$0.00	(\$1,460.00)
Fleet3B	Fleet 3 Basic	9	60	\$176.64	\$161.41	\$161.41	\$87,161.40	\$3,554.26	\$90,715.66
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	9	60		\$66.61	\$66.61	\$35,969.40	\$0.00	\$35,969.40
A la Carte Services									
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$121,670.80	\$3,554.26	\$125,225.06

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	9	1	10/01/2024
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	9	1	10/01/2024
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	9	1	10/01/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	9	1	10/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	9	11/01/2024	10/31/2029
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	18	11/01/2024	10/31/2029
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	9	11/01/2024	10/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	9
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	9
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	9	10/01/2025	10/31/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	9	10/01/2025	10/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	580 Pine Ave	Pacific Grove	CA	93950-3335	USA

Payment Details

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	9	\$7,535.08	\$0.00	\$7,535.08
Year 1	Fleet3B	Fleet 3 Basic	9	\$18,259.08	\$744.56	\$19,003.64
Total				\$25,794.16	\$744.56	\$26,538.72

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$1,460.00)	\$0.00	(\$1,460.00)
Total				(\$1,460.00)	\$0.00	(\$1,460.00)

Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	9	\$7,108.57	\$0.00	\$7,108.57
Year 2	Fleet3B	Fleet 3 Basic	9	\$17,225.59	\$702.43	\$17,928.02
Total				\$24,334.16	\$702.43	\$25,036.59

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	9	\$7,108.57	\$0.00	\$7,108.57
Year 3	Fleet3B	Fleet 3 Basic	9	\$17,225.59	\$702.43	\$17,928.02
Total				\$24,334.16	\$702.43	\$25,036.59

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	9	\$7,108.57	\$0.00	\$7,108.57
Year 4	Fleet3B	Fleet 3 Basic	9	\$17,225.59	\$702.43	\$17,928.02
Total				\$24,334.16	\$702.43	\$25,036.59

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$0.00	\$0.00	\$0.00
Year 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	9	\$7,108.57	\$0.00	\$7,108.57
Year 5	Fleet3B	Fleet 3 Basic	9	\$17,225.59	\$702.41	\$17,928.00
Total				\$24,334.16	\$702.41	\$25,036.57

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-313209, Q-416924

Agency is terminating those contracts effective 11/1/2024 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$1,460.00

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract Q-224949. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

7/25/2024

DocuSigned by:

55DAEBB131A4424...

8/7/2024 | 8:44 AM MST

Signature

Date Signed



Q-561072-45498.777DB

Quote Expiration: 09/05/2024

Delivery Method:

SHIP TO	BILL TO
Pacific Grove Police Dept. - CA 580 Pine Ave Pacific Grove, CA 93950-3335 USA	Pacific Grove Police Dept. - CA 580 Pine Ave Pacific Grove CA 93950-3335 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Cathy Madalone Phone: (831) 648-3168 Email: cmadalone@cityofpacificgrove.org Fax:

Program Length	60 Months
TOTAL COST	\$140,908.86
ESTIMATED TOTAL W/ TAX	\$145,955.60

Average Savings Per Year	\$14,037.35
TOTAL SAVINGS	\$70,186.74

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	\$28,181.78	\$1,089.49	\$29,271.27
Nov 2025	\$28,181.77	\$989.31	\$29,171.08
Nov 2026	\$28,181.77	\$989.31	\$29,171.08
Nov 2027	\$28,181.77	\$989.31	\$29,171.08
Nov 2028	\$28,181.77	\$989.32	\$29,171.09
Total	\$140,908.86	\$5,046.74	\$145,955.60

Quote Unbundled Price:	\$211,095.60
Quote List Price:	\$188,018.40
Quote Subtotal:	\$140,908.86

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$2,347.14)	(\$2,347.14)	\$0.00	(\$2,347.14)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$309.60	\$309.60	\$28.65	\$338.25
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	60	\$73.05	\$36.07	\$36.07	\$8,656.80	\$645.61	\$9,302.41
BWCamTAP	Body Worn Camera TAP Bundle	30	60	\$41.69	\$33.80	\$33.80	\$60,840.00	\$4,372.48	\$65,212.48
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	26			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	4			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	60		\$0.65	\$0.65	\$39,000.00	\$0.00	\$39,000.00
BasicLicense	Basic License Bundle	30	60		\$16.27	\$16.25	\$29,250.00	\$0.00	\$29,250.00
ProLicense	Pro License Bundle	2	60		\$43.40	\$43.33	\$5,199.60	\$0.00	\$5,199.60
A la Carte Services									
85144	AXON BODY - PSO - STARTER	1			\$13,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$140,908.86	\$5,046.74	\$145,955.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	11/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	11/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	26	1	11/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	5	1	11/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	29	1	11/01/2024
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	29	1	11/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	5	1	11/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	11/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	11/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	11/01/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	05/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	1	05/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	11/01/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	31	1	11/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	12/01/2024	11/30/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	30	12/01/2024	11/30/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	12/01/2024	11/30/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	12/01/2024	11/30/2029
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	12/01/2024	11/30/2029

Services

Bundle	Item	Description	QTY
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	11/01/2025	11/30/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	30	11/01/2025	11/30/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	11/01/2025	11/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	580 Pine Ave	Pacific Grove	CA	93950-3335	USA

Payment Details

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	\$8,244.73	\$0.00	\$8,244.73
Year 1	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	30	\$6,183.54	\$0.00	\$6,183.54
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,830.08	\$136.48	\$1,966.56
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	30	\$12,861.76	\$924.36	\$13,786.12
Year 1	ProLicense	Pro License Bundle	2	\$1,099.21	\$0.00	\$1,099.21
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$309.60	\$28.65	\$338.25
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$2,347.14)	\$0.00	(\$2,347.14)
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	4	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	26	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$28,181.78	\$1,089.49	\$29,271.27

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Nov 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	\$7,688.83	\$0.00	\$7,688.83
Year 2	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	30	\$5,766.61	\$0.00	\$5,766.61
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,706.68	\$127.28	\$1,833.96
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	30	\$11,994.55	\$862.03	\$12,856.58
Year 2	ProLicense	Pro License Bundle	2	\$1,025.10	\$0.00	\$1,025.10
Total				\$28,181.77	\$989.31	\$29,171.08

Nov 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	\$7,688.83	\$0.00	\$7,688.83
Year 3	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	30	\$5,766.61	\$0.00	\$5,766.61
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,706.68	\$127.28	\$1,833.96
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	30	\$11,994.55	\$862.03	\$12,856.58
Year 3	ProLicense	Pro License Bundle	2	\$1,025.10	\$0.00	\$1,025.10
Total				\$28,181.77	\$989.31	\$29,171.08

Nov 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	\$7,688.83	\$0.00	\$7,688.83
Year 4	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	30	\$5,766.61	\$0.00	\$5,766.61
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,706.68	\$127.28	\$1,833.96
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	30	\$11,994.55	\$862.03	\$12,856.58
Year 4	ProLicense	Pro License Bundle	2	\$1,025.10	\$0.00	\$1,025.10
Total				\$28,181.77	\$989.31	\$29,171.08

Nov 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1000	\$7,688.83	\$0.00	\$7,688.83
Year 5	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	30	\$5,766.61	\$0.00	\$5,766.61
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	4	\$1,706.68	\$127.29	\$1,833.97
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	30	\$11,994.55	\$862.03	\$12,856.58
Year 5	ProLicense	Pro License Bundle	2	\$1,025.10	\$0.00	\$1,025.10
Total				\$28,181.77	\$989.32	\$29,171.09

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-312506, Q-332905

Agency is terminating those contracts effective 12/1/2024 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$2,037.54

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-312506 - INUS208294 - 12/4/2023 - \$17,496.56

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes Q-227983, Q-252012, & Q-270475. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

7/25/2024
DocuSigned by:

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8/7/2024 | 8:44 AM MST

Signature

Date Signed





AGuc Lcæmñj ephᴉs9
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-556072-252469884. D

Issued: 07/25/2024

Quote Expiration: 09/03/2024

Estimated Contract Start Date: 12/01/2024

Account Number: 110159

Payment Terms: N30

Delivery Method:

BSHP I T	DI00 I T
Pacific Grove Police Dept. - CA 580 Pine Ave Pacific Grove, CA 93950-3335 USA	Pacific Grove Police Dept. - CA 580 Pine Ave Pacific Grove CA 93950-3335 USA Email:

BAQLB ELPELRLI AI HNL	PEW AEMYTRI AYI
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Cathy Madalone Phone: (831) 648-3168 Email: cmadalone@cityofpacificgrove.org Fax:

QCuæ BCt t am

Program Length	60 Months
I T I AOYTBI	\$126,734.40
LBI WAI L. I T I AOñ WAI	\$136,675.33

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Average Savings Per Year	\$5,395.28
I T I AO BANIRXB	\$26,976.40

Part ecoBC t t am

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Nov 2024	\$25,346.88	\$1,988.17	\$27,335.05
Nov 2025	\$25,346.88	\$1,988.17	\$27,335.05
Nov 2026	\$25,346.88	\$1,988.17	\$27,335.05
Nov 2027	\$25,346.88	\$1,988.17	\$27,335.05
Nov 2028	\$25,346.88	\$1,988.25	\$27,335.13
I ual	\$1,063,297	\$4,279.3	\$130,859.3

QCuae UcbCcdled Pnjsse: \$153,817.97

QCuae Oj oPnjsse: \$1,432.97

QCuae BCbaual: \$1,083.27

Pnjsycg

All deliverables are detailed in Delivery Schedules section lower in proposal

Met	. ei snpxguc	Qar	I erh	UcbCcdled	Oj oPnjsse	ReoPnjsse	BCbaual	I aG	I ual
Pmgnrat									
C00010	BUNDLE - TASER 10 CERTIFICATION	26	60	\$96.93	\$81.24	\$81.24	\$126,734.40	\$9,940.93	\$136,675.33
A la Yame Bernjssei									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
I ual							\$1,083.27	\$4,279.13	\$130,859.33

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BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	26	2	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	26	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	26	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	520	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	260	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	26	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	26	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	11/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	11/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	11/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	11/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	11/01/2028

Buho ane

DCcde	Het	. ei snxquc	QI M	Li qt aed Bæm. æ	Li qt aed Lcd . æ
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	26	12/01/2024	11/30/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	26	12/01/2024	11/30/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2024	11/30/2029

Bemusei

DCcde	Het	. ei snxquc	QI M
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	26
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

n amacgei

DCcde	Het	. ei snxquc	QI M	Li qt aed Bæm. æ	Li qt aed Lcd . æ
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	26	11/01/2025	11/30/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	26	11/01/2025	11/30/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	11/01/2025	11/30/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2025	11/30/2029

Bf yxycg Ousaquci

Ousaquc RCt bem	Boræo	Ygr	Boræ	Zy	YuCcom
1	580 Pine Ave	Pacific Grove	CA	93950-3335	USA
2	580 Pine Ave	Pacific Grove	CA	93950-3335	USA

Part eco. eayli

RuW, 7, 2						
Hwuse Plac	Het	. ei snxquc	Qor	BChauæl	I aG	I uæl
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	26	\$25,346.88	\$1,988.17	\$27,335.05
I uæl				\$, 5p82096	\$1p466918	\$, 8p335975

. es, 7, 2						
Hwuse Plac	Het	. ei snxquc	Qor	BChauæl	I aG	I uæl
Invoice Upon Fulfillment	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
I uæl				\$7977	\$7977	\$7977

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Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	26	\$25,346.88	\$1,988.17	\$27,335.05
I uæl				\$, 5p82096	\$1p466918	\$, 8p335975

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Hwuse Plac	Het	. ei snxquc	Qor	BChauæl	I aG	I uæl
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	26	\$25,346.88	\$1,988.17	\$27,335.05
I uæl				\$, 5p82096	\$1p466918	\$, 8p335975

RuW, 7, 8						
Hwuse Plac	Het	. ei snxquc	Qor	BChauæl	I aG	I uæl
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	26	\$25,346.88	\$1,988.17	\$27,335.05
I uæl				\$, 5p82096	\$1p466918	\$, 8p335975

RuW, 7, 6						
Hwuse Plac	Het	. ei snxquc	Qor	BChauæl	I aG	I uæl
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	26	\$25,346.88	\$1,988.25	\$27,335.13
I uæl				\$, 5p82096	\$1p4669 5	\$, 8p335913

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Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

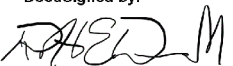
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/25/2024

DocuSigned by:

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8/7/2024 | 8:44 AM MST

Signature

Date Signed





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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Debby Beck, Council Member
MEETING DATE: August 21, 2024
SUBJECT: Reinstallation of Crosswalks and Stop Sign at Fountain Avenue and Pine Avenue
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

RECOMMENDATION

1. Discussion and action on the reinstallation of crosswalks at the intersection of Fountain Avenue and Pine Avenue, where a previously existing crosswalk has been removed.
2. Before the Council takes action to direct the reinstallation of the crosswalks at the intersection of Fountain Avenue and Pine Avenue, the Council should find that this action is exempt from CEQA pursuant to Class 1 categorical exemption in CEQA Guidelines Section 15301 and also the Common Sense Exemption in CEQA Guidelines Section 15061 (b)(3)

DISCUSSION

The intersection currently spans four lanes of traffic, presenting a safety concern for middle school children who walk along Fountain Avenue to and from school. The absence of a crosswalk at this key intersection puts students at risk, as they are forced to cross multiple lanes of traffic without proper pedestrian infrastructure.

****Proposal:****

1. ****Reinstallation of Crosswalks:**** - Install crosswalks on both the West and East sides crossing Pine Avenue. Ensure that the crosswalks are clearly marked and visible to both pedestrians and drivers.
2. ****Installation of Light-Up Crossings:**** - Consider installing light-up pedestrian crossings at the four-way intersection to increase visibility, particularly during school hours and low-light conditions.
3. ****Reinstallation of Stop Sign:**** - Reinstall a stop sign at the intersection to regulate traffic flow and enhance pedestrian safety.

****Rationale:****

The reinstallation of crosswalks and a stop sign at this intersection is essential to ensure the safety of our middle school students and other pedestrians. With a crossing at every other intersection along Fountain Avenue, it is critical to provide consistent and safe crossing points throughout the area, particularly near the school zone. These measures will help prevent accidents and make the journey to and from school safer for our youth.

****Action Required:**** - Approval of the proposed reinstallation of crosswalks and the stop signs

OPTIONS

Allocate a budget for the installation of light-up crossings, if deemed necessary and schedule the installation work to minimize disruption during the school year. Or take alternative action.

FINANCIAL IMPACT:

Financial impacts include the costs to install any new infrastructure, street markings, signs or other traffic control devices

FOCUSED PRIORITY AREA: Not Applicable.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk/DEI Coordinator
MEETING DATE: August 21, 2024
SUBJECT: Pacific Grove Deer Awareness Annual Report by Carmelita Garcia
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines
Section 15378

RECOMMENDATION

Receive presentation.

Attachments

PPT



Credit Image C. Garcia

PG DEER AWARENESS/RESOURCE 2023-2024 ANNUAL REPORT

OUR MISSION:
**TO ADVOCATE FOR THE SAFETY
OF OUR NATIVE DEER
IN PACIFIC GROVE
THROUGH EDUCATION
AND PUBLIC OUTREACH**

Presented: August 21, 2024



Credit Image C. Garcia



Image Credit Josh Ratsep

- **Pacific Grove Is home to black-tailed deer, a species native to Monterey County** and they have adaptive strategies that allow them to use human spaces for their own needs.
- The start of rutting season generally begins in **mid-October** and lasts through early **December**. The rut can also start as early as the end of **September**.
- The rut is the peak-breeding season for deer, their behavior changes. Rutting activities include rubbing their antlers on trees and rocks causing the velvet covering to come off. They will also spar with each other to establish dominance.
- **Does often go into heat within a consistent 24–72 hour period each year. The buck will stay with the doe for 1-3 days and then leave.**



Image Credit Josh Ratsep

They do care

The process by Urban Trapping Wildlife Control for removal:

- ** They examine and photograph the carcass

- ** They remove the carcass

- ** Disinfect the area and surrounding ground where the carcass was lying

- ** They contact the local CA Dept. of Fish and Wildlife to discuss the carcass

- ** If requested, will transport the carcass to the local CDFW

- ** CDFW may have a necropsy done to determine cause of death

- ** If warranted those results are sent to the State

- ** Urban Trapping Wildlife Control then completes a report

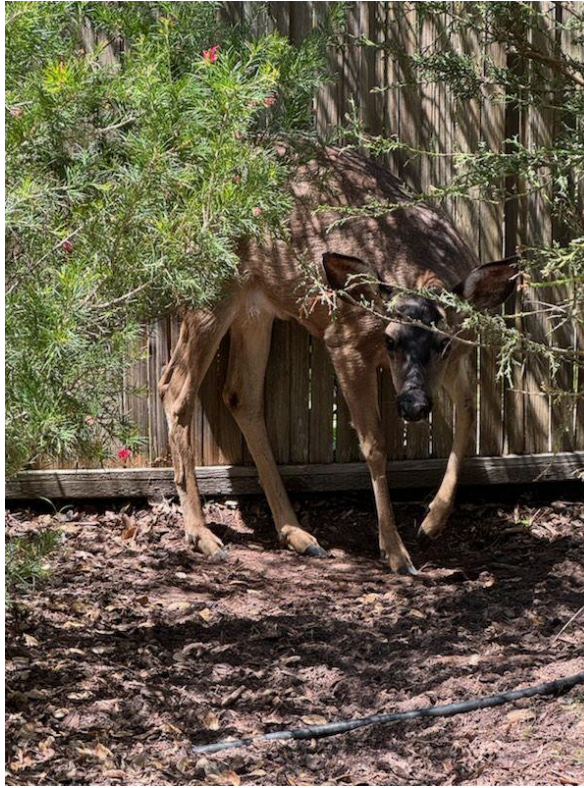


Image Credit Urban Trapping Wildlife Control



Image Credit Urban Trapping Wildlife Control



Image Credit Urban Trapping Wildlife Control

These are two separate does that stood by while their fawn was taken away. Both had been hit by vehicles.

This young buck just showed up and hung around for a couple of weeks. He was monitored by the residents at Canterbury Woods, Urban Trapping, CA Department of Fish & Wildlife, and PG Deer Awareness/Resource. He had been hit by a vehicle and his entire rack was crushed. The poor guy died a few days later in a nearby yard.

CREATING PUBLIC AWARENESS

20A The Carmel Pine Cone April 19, 2024

Group pays for removal of dead deer

By KELLY NIX

A DEER advocacy group is partnering with a wildlife specialist to remove deer carcasses from residential properties in Pacific Grove at no charge.

The group, P.G. Deer Awareness, advocates for the protection of the animals through education and outreach. Based on an inventory the group started taking in 2021, the deer population has grown dramatically, from 82 in 2022 to 173 in 2023.

The number of deaths has also increased, which can present a conundrum for homeowners who come across a dead deer on their properties, according to the group, headed by former P.G. Mayor Carmelita Garcia and Renee Nesper.

The nonprofit has come up with a solution, and it won't cost homeowners a cent.

No charge

In March, it "entered into an agreement with Dan Burton of Urban Trapping Wildlife Control," Garcia told The Pine Cone. "As a result, P.G. Deer Awareness now provides a free service to deceased deer from private properties."

Burton told The Pine Cone that since January, he's removed six deer in the city,

including one Tuesday night. The deer awareness group pays him for the removals. Deer usually die from illnesses, old age or vehicle collisions.

According to Burton, the California Department of Fish and Wildlife will test the deer carcasses for chronic wasting disease, a highly contagious and 100 percent fatal illness that has not yet been detected in California.

"If chronic wasting disease infected our local P.G. deer herds, it would decimate the population," Burton said.

Wide berth

Meanwhile, Garcia reminded residents that fawning season has arrived and to watch out for the little ones. Protective mothers have been known to charge people in Pacific Grove, so it's important to give the does and their young ones a wide berth.

"Please stay away if you happen to come across them," she said. "If you see a doe standing in the middle of a street, most likely she has a fawn in that general area and is protecting it from intruders."

To have a deer carcass removed from private property in Pacific Grove, call Garcia at (831) 251-8118, or email at cg54@comcast.net.

Get your complete Pine Cone every Thursday night by email — Free and easy subscriptions at <https://carmelpinecone.com>

Website: pgdeerawareness/resource.org
Facebook: pgdeerawareness/resource

PG DEER AWARENESS RESOURCE WELCOMES EVERYONE TO THE 2024 CAR WEEK

Pacific Grove's fawning season is wrapping up. We ask that you drive carefully while visiting. Please keep in mind if you see one deer there are likely more around it. Our fawns are walking and playing around now. They are not quite tuned into moving vehicles, so please drive carefully. We thank you for caring and wish you all a wonderful time during the 2024 Car Week.

PG Chamber SPOTLIGHT

PGCOC has a FB following of 20k and 11k on Instagram. The Spotlight has a distribution of 800. You can search us on their website and our website will populate.

PG Chamber SPOTLIGHT

IMPORTANT REMINDER FROM PG DEER AWARENESS



Fawning season is projected to begin **mid April and run until July**. Our first reported birth last year was on April 13, 2023. Deer are very generational, so, if you had fawns born in your yard or in nearby neighborhoods, does will return to give birth. As a reminder, if you see a fawn by itself, do not panic. The mother is out foraging and will return. Please drive carefully and be on the lookout during this very special period of time.

ANOTHER ANNOUNCEMENT!!

PG Deer Awareness/Resource has entered into an agreement with Urban Trapping Wildlife Control for the removal of deceased Deer from **PRIVATE PROPERTY** in PACIFIC GROVE. There is no charge for this service. Contact **(831) 251-8118** or email cg54@comcast.net if you need this service.

IMPORTANT: DO NOT GO NEAR THE DECEASED DEER. FYI...DEER THAT ARE INJURED AND MOBILE CANNOT BE CAPTURED AND/OR TRANSPORTED.

Fawns and doe grazing in Pacific Grove PHOTO SOURCE: Carmelita Garcia

PG Deer Awareness Resource
Our Mission is to Advocate for the safety of our Native Deer in Pacific Grove through Education and Public Outreach



PG Deer Awareness Resource is a Non-Profit organization. Tax ID 99-3250295
Donations can be sent to P.G.D., Box 51903 Pacific Grove, CA 93950



Contact PG Deer Awareness Resource for free removal of deceased deer from **PRIVATE PROPERTY** in PACIFIC GROVE. (831) 251-8118

PLEASE BE AWARE OF OUR DEER AND DRIVE CAUTIOUSLY ESPECIALLY AT DUSK AND DAWN



Follow us on Facebook: PG Deer Awareness

Autumn (late October - November) is deer mating season and deer are likely to be more active.

Spring (April - June) is when fawns are born. Does become extremely protective this time of year, especially when they sense danger. If you encounter a spotted doe, change your direction and walk away. Avoid taking their fawn to nearby.

Do not wear "blendards" (jeans). Mothers (and babies) only have a day or so to find their fawn. Blendards are typically NOT helpful.

A loaded day is a roller coaster. Keeping them loaded makes the chance of a negative wildlife experience.

Contact Pacific Grove Police Department (831) 448-2143 for removal of deceased deer from **PUBLIC PROPERTY**.

PUBLIC OUTREACH

May 16, 2024 we provided a presentation to the residents at Canterbury Woods. Dan Burton with Urban Trapping Wildlife and Control presented information about the process they take in removing deer carcass from private property. Renee Nesper presented information regarding deer resistant plants.

We will be presenting this annual report to the residents of Canterbury Woods on September 4, 2024.

In June 2024 we distributed a total of 671 rack cards to:
23 local hospitality establishments (including the Asilomar Conference Grounds)
5 business (those that had areas for display)
Pacific Grove Tourists Information Center
Pacific Grove Chamber of Commerce
Pacific Grove Library
City Hall
Asilomar State Parks Office



IMAGE CREDIT BOB PACELLI

2022 and 2023, we participated at the Monterey Bay Charter School May Day Festival.

2023 and 2024, we participated at the Good Ol' Days.

2023 and 2024, we participated in the annual National Night Out hosted by the Pacific Grove Police Department.

MOVING FORWARD

Our major goal for the 2024-2025 fawning season, is contacting as many as we can, major delivery services/companies that services Pacific Grove, including but not limited to:

UPS, AMAZON, FED EX, USPS, DHL, GREEN WASTE, CONSTRUCTION COMPANIES, LANDSCAPING COMPANIES, TREE SERVICE COMPANIES, UBER, INSTACART, DOORDASH, TAXI, ROOFING, LYFT

We plan to achieve this goal by contacting these companies and arranging a “Meet and Greet” to provide information about Pacific Grove’s Native Deer. Letters will be sent, use of social media, and we will approach local papers to print articles regarding the fawning season. Our presence at the Monday Farmer’s Market, Good Ol’ Days, and other events will continue.

Another goal is to raise funds for narrative signage for residents and tourists alike to learn about our deer. Signs could be placed in areas where deer are commonly seen.



Image Credit Pierre Sokolsjy



Image Credit Ron Henry

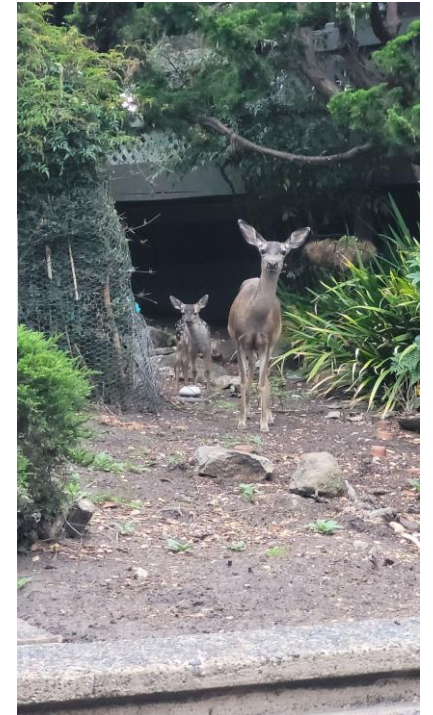


Image Credit Rudy Z.

CAUSE OF DEATH

LUNGWORM

IT'S A PARASITE

Adult deer are somewhat resistant, but they can still get lungworm if they are stressed or don't have good nutrition.

Lungworm can cause health issues and even death in deer.

Deer can get lungworm by eating infective larvae that are passed in the feces of other deer.

The larvae can also be found on pasture or in snails and slugs that deer eat.

In severe cases, the worms can become so abundant that they make it difficult for the deer to breathe, a condition known as "lungworm pneumonia". This can and most often develops into Chronic Wasting Disease.

Once consumed, the larvae pass through the deer's stomach and intestines, and then migrate to the lungs through the lymphatic and blood systems.

In the lungs, the larvae develop into adult worms that live in the airways and lay eggs.

The eggs are then coughed up and swallowed by the deer, where they hatch into larvae and are passed in their feces again.

Deer that are weaned in the fall are most susceptible to lungworm because they haven't yet developed immunity, and the autumn environment is favorable for the parasite's survival.

STATS FOR THE 2023-2024 RUTTING/FAWNING SEASON
AND COMPARISON

2023	DOE	87	BUCK	38	SINGLE FAWNS	16	SETS OF TWINS	16 (32)	TOTAL # FAWNS	48
2024	DOE	132	BUCK	32	SINGLE FAWNS	46	SETS OF TWINS	23 (46)	TOTAL # FAWNS	90
GROWTH		+45		-6		+ 30		+7		+42

REPORTED DEATHS

DOE	11
BUCK	3
FAWNS	10

ACTUAL GROWTH TOTALS FOR 2024

DOE	+34
BUCK	-9
FAWNS	+80

The food source for the deer this year was scarce. Natural habitat like yards that the deer rely on for a food source are disappearing due to construction (old and new). Tall fences are being built that keep deer out of yards.

Pacific Grove has the highest mortality rate in all of Monterey County.

**Well, here is your
typical deer family
meandering on the
rocks!!**

**These deer are so
lucky to live in such a
beautiful place!!**



Image Credit Christene Johnson

THANK YOU

PG Deer Awareness/Resource wishes to thank everyone in the community for helping us help our local deer. We feel we are making strides in educating our residents and tourists alike about our local deer and how to live among them in a friendly way.

To all of you who have taking your time to share your beautiful, funny, and heartwarming photographs on social media with us THANK YOU.

Thank you to the City for allowing us to share our experience with you.