NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, September 18, 2024, 6:00 P.M.

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

The Council will not begin consideration of any item on this agenda later than 10:00 p.m. unless such consideration is approved. Any items on this agenda not considered this evening will be continued to a future meeting.

Copies of the agenda packet are available for review at the Pacific Grove Library, in the Finance Department, and electronically at www.cityofpacificgrove.org/agendas. The most effective method of communication with the City Council is by sending an email to citycouncil@cityofpacificgrove.org. In order to allow the City Council adequate time to review communication related to an agenda item, it is recommended that the communication be sent no later than 9:00 AM on the day prior to the City Council meeting.

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

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

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

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://www.cityofpacificgrove.org/Zoom_CC

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

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Councilmember McDonnell

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

A. Mayor's Proclamation: Hispanic Heritage Month **PG 8**
Reference: Staphany Arriola, Management Analyst
Recommended Action: Receive proclamation for Hispanic Heritage Month.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

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

A. Report on Closed Session by City Attorney

B. Other

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

A. Written General Public Comment

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

5. **APPROVAL OF CITY COUNCIL MEETING MINUTES**
Items pulled from this section will be placed under 12. Unfinished and Ongoing Business

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

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

A. Ordinance to amend the City Salary Classification Schedule (POA) **PG 10**
Reference: Leticia Livian, Human Resources Director
Recommended Action: Hold second reading and adopt an ordinance amending the City Salary Classification Schedule (POA).
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. Check Register for August 2024 **PG 14**
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

B. Core Revenue Report for August 2024 **PG 41**
Reference: Lori Frati, Finance Manager
Recommended Action:

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

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

C. Fourth Quarter FY 23/24 Purchase Order Report **PG 46**
Reference: Lori Frati, Finance Manager
Recommended Action:

1. Receive the FY 23/24 Fourth Quarter Purchase Order Report.
2. Alternatively, discuss and take other action related to this item.

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

D. Fourth Quarter FY 23/24 Capital Project Report & Update **PG 52**
Reference: Jazelle Johnson, Accountant

Recommended Action:

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

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

E. Monterey-Salinas Transit Minutes of July 8 and August 19, 2024 **PG 55**

Reference: Joe Amelio, Councilmember

Recommended Action: Receive Minutes.

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. City Support of League of California Cities' Resolution at Annual Conference

Reference: Sandra Kandell, City Clerk **PG 66**

Recommended Action:

1. Support the resolution offered for consideration at the League of California Cities' Annual Conference.
2. Direct the City of Pacific Grove (City) Delegate to vote in favor of the resolution during the Conference General Assembly.
3. 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. City of Pacific Grove's Conflict of Interest Code **PG 91**

Reference: Sandra Kandell, City Clerk

Recommended Action: Review and file the City's Conflict of Interest Code acknowledging no amendment is required.

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

C. Cultural Resource and Tribal Monitoring Protocol **PG 94**

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Authorize an amendment with Rincon Consultants, Inc. to increase the contract amount by $39,943 plus a 10% contingency and extend the term through June 30, 2025
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

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

A. Minutes of the Task Force on Diversity, Equity and Inclusion's Meeting: August 12, 2024
Reference: Sandra Kandell, City Clerk/DEI Coordinator **PG 127**
Recommended Action: Receive minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Historic Resources Committee Meeting Minutes: March 27, 2024; April 24, 2024; July 24, 2024
Reference: Garrett McCown, Associate Planner **PG 130**
Recommended Action: Receive minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

C. Recreation Board Meeting Minutes: September 28, 2023, November 30, 2023, January 25, 2024, and February 22, 2024 **PG 147**
Reference: Katie Clark, Recreation Manager
Recommended Action: Receive minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

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

A. Fiscal Year 2024-25 Budget Amendments **PG 164**
Reference: Fred Marsh, Administrative Service Director
Recommended Action: 1. Request the City Attorney to read the title of the ordinance
2. Motion to waive further reading of the ordinance
3. Introduce and hold the first reading of an ordinance amending the operating and capital budget for the Fiscal Year 2024-25
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

B. Discussion of American Tin Cannery (ATC) Project; Proposed Resolution Declaring City's Intent to Vacate Excess Right-Of-Way Located on Portion of Sloat Avenue; Proposed Resolution Pursuant to Government Code Section 54221 for Exempt Surplus Land; Proposed Uncodified Ordinance Conditionally Ordering Vacation

Reference: Brian Pierik, City Attorney **PG 186**

Recommended Action: 1. Motion to adopt Resolution Declaring City's Intent to Vacate Excess Right-Of-Way Located on Portion of Sloat Avenue as described in Attachment 1;

2. Motion to adopt Resolution Pursuant to Government Code Section 54221 for Exempt Surplus Land as described in Attachment 2;

3. Proposed Uncodified Ordinance Conditionally Ordering Vacation as described in Attachment 3:

   a. Request the City Attorney read the title of the ordinance:

   b. Motion to waive further reading of the ordinance and introduce the Uncodified Ordinance Conditionally Ordering Vacation

   c. Direct a summary of a proposed ordinance be published as approved by the City Attorney.

4. Other action related to this agenda item as Council determines appropriate **CEQA:** Environmental Impact Report

12. UNFINISHED AND ONGOING BUSINESS

A. Pine Avenue Street Improvements, Fountain and 15th **PG 490**

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

Recommended Action:

1. Receive presentation
2. Authorize staff to discuss options with the Traffic Safety Commission and Pacific Grove Unified School District Staff to gain feedback on improvements and subsequently, bring back refined options to the City Council
3. Alternatively, discuss and take other action related to this item

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

B. Lighthouse Avenue Sidewalk Widening Project **PG 495**

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

Recommended Action:

1. Authorize the City manager to enter into an agreement with Silcon Constructors Inc. for the Lighthouse Avenue Widening Project for an amount not to exceed $242,360.53 plus a 25% contingency
2. Alternatively, discuss and take other action related to this item.

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

C. Second Amendment to Professional Services Agreement (PSA) with Rincon Consultants, Inc. for the Sixth Cycle Housing Element Update (HEU)

Reference: Alyssa Kroeger, Housing Program Manager **PG 497**

Recommended Action: Approve motion to authorize the Mayor to execute the Second Amendment to Professional Services Agreement (PSA) with Rincon Consultants, Inc. for the Sixth Cycle Housing Element Update (HEU) and associated updates to the Zoning Code, Land Use Element (LUE), and Health and Safety Element (HSE) and Program Environmental Impact Report (EIR) ("Project"), adding an amount not to exceed $157,699.00 to complete the following:

1. Cover out-of-scope work associated with alternative housing sites and methods to replace three (3) Unclassified sites for the 6th Cycle HEU ($134,209.00); and
2. Provide optional task funding to cover additional work only to be utilized in the event the City receives substantive comments from HCD ($23,490.00). (Attachment A)

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

13. **NEW BUSINESS**

14. **FULL PRESENTATIONS**

A. Pure Water Monterey Presentation **PG 667**
Reference: Paul Sciuto, Monterey One Water General Manager
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: Bill Peake, Mayor

MEETING DATE: September 18, 2024

SUBJECT: Mayor's Proclamation: Hispanic Heritage Month

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

RECOMMENDATION

Receive proclamation.

Attachments

Hispanic Heritage Month 2024

Mayor's Proclamation
HISPANIC HERITAGE MONTH

WHEREAS, each year, the federal, state, and local governments observe Hispanic Heritage Month from September 15 to October 15 by recognizing and celebrating the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

WHEREAS, September 15th is significant as a starting date for Latino Heritage month because it is the anniversary of independence for the Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua. In addition, Mexico and Chile celebrate their independence on September 16th and September 18th respectively, and Columbus Day or Dia de La Raza, which is October 12th, falls within this 30-day period; and

WHEREAS, Hispanics and Latinos are the largest ethnic group in the State of California and at 18.5% of the United States population, make up the largest ethnic or race minority group in America; and

WHEREAS, Hispanics and Latinos have and continue to serve as Civil Rights leaders, educators, public servants, business owners, activists, artists, colleagues, friends, and much more in our community and across the world; and their values—service to others, non-violence, acceptance of all people, respect for life and the environment, and celebrating community—are also America's values; and

WHEREAS, Hispanics and Latinos continue to enrich our Nation's character, shape our common future, and affirm the narrative of American unity and progress; and

WHEREAS, during National Hispanic Heritage Month, we celebrate Hispanic culture, honor the invaluable ways Hispanics contribute to our common goals, and work toward a stronger, more inclusive, more prosperous society for all; and

WHEREAS, the City of Pacific Grove Diversity, Equity, and Inclusion Task Force recommends proclamation of Hispanic Heritage Month each year.

NOW, THEREFORE, I, Bill Peake, Mayor of Pacific Grove, California, do hereby proclaim September 15, 2024 through October 15, 2024 "HISPANIC HERITAGE MONTH" and encourage all citizens to recognize the significance of Hispanic Heritage and history in our nation and City.

Bill Peake

_____

Bill Peake, Mayor

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Leticia Livian, Human Resources Director
MEETING DATE: September 18, 2024
SUBJECT: Ordinance to amend the City Salary Classification Schedule (POA)
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Hold second reading and adopt an ordinance amending the City Salary Classification Schedule (POA).

DISCUSSION
No changes were made between the first and second readings of the ordinance. The City Clerk caused a summary of the ordinance to be published on September 12, 2024.

On August 21, 2024, the Council adopted Resolution 24-037 to authorize the city manager to execute all documents and to perform all other necessary City acts to implement the Memorandum of Understanding (MOU) between the City of Pacific Grove (City) and the Pacific Grove Police Officers Association (POA).

The MOU approved increases to the salary range for Police Officer and Police Sergeant for 2024, 2025 and 2026. The salary increases and the effective dates are listed below.

1. 3% salary increase effective July 7, 2024; and
2. 3% salary increase effective the first full pay period in July 2025; and
3. 3% salary increase effective the first full pay period in July 2026.

Additionally, as part of the MOU, the salary step percentage between steps 5 and 6 and steps 6 and 7, will increase from 3.75% to 5%.

The City salary classification schedule identifies the job classifications approved by Council (e.g., Police Officer) and the hourly rates of pay for each classification at each step authorized by the Personnel Rules. To implement a salary increase, the salary classification schedule must be amended to incorporate the salary increase for the effective dates outlined in the MOU between the City and the POA. The action proposed in this Agenda Report is to implement the salary change for the first increase of 3% effective July 7, 2024.

Pursuant to Charter Article 25 and Pacific Grove Municipal Code (PGMC) Section 4.20.280, approval and amendment to the classification schedule must be adopted by the Council. The requested changes

are for Police Officer and Police Sergeant classifications only, all other classifications in the salary schedule remain the same. To view the entire salary schedule, please refer to the City's website, http://www.cityofpacificgrove.org/about-city/human-resources/salaries-benefits-and-mous

City Of Pacific Grove
Proposed New Salary Schedule - POA Hourly Rate

	Classification	Step 1A	Step 2B	Step 3C	Step 4D	Step 5E	Step 6F	Step 7G
Current Hourly	Police Sergeant	53.53	56.21	59.02	61.97	65.07	67.51	70.04
New Hourly	Police Sergeant	55.14	57.89	60.79	63.83	67.02	70.37	73.89
Current Hourly	Police Officer	46.33	48.65	51.08	53.63	56.32	58.43	60.62
New Hourly	Police Officer	47.72	50.11	52.61	55.24	58.01	60.91	63.95

OPTIONS

1. Provide alternative direction to staff.

FINANCIAL IMPACT:

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

Year 1 FY 24/25	$114,478 is budgeted for the 3% COLA. $36,000 will need to be amended in the budget for the percentage increase amounts between steps 5 and 6, and steps 6 and 7. This amount is included in the City-wide budget amendment that is included in Item 11A on this agenda.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Proposed Ordinance

ORDINANCE NO. 24-____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING THE CLASSIFICATION SCHEDULE FOR POLICE SERGEANT AND POLICE OFFICER

Findings

1. The City of Pacific Grove (City) entered into a new Memorandum of Understanding (MOU) with the Pacific Grove Police Officer Association; and

2. The MOU is effective from July 1, 2024 through June 30, 2027; and

3. The MOU contains three salary adjustments; and

4. The first salary adjustment takes effect on July 7, 2024; and

5. The second salary adjustment takes effect the first full pay period of July 2025; and

6. The third salary adjustment takes effect the first full pay period of July 2026; and

7. Modifications to the salary classification plan are for Police Officer and Police Sergeant Classifications only; and

8. Modifications to the salary classification plan must be amended for each described date; and

9. Amendment to the classification plan must be adopted by the City Council pursuant to Charter Article 25 and Pacific Grove Municipal Code (PGMC) Section 4.20.280; and

10. The City Council ratified the MOU and its implementation measures, including salary adjustment; and In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment pursuant Section 15378.

Ordinance

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

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

SECTION 2. The position classification plan approved and adopted by the City Council pursuant to Charter Article 15 and PGMC § 4.20.280 is amended for the POA positions, with the following salary schedule:

City Of Pacific Grove

Proposed New Salary Schedule - POA Hourly Rate

Eff.	Classification	Step 1A	Step 2B	Step 3C	Step 4D	Step 5E	Step 6F	Step 7G
July 7, 2024	524-001 Police Sergeant	55.14	57.89	60.79	63.83	67.02	70.37	73.89
Eff.	**Classification**	**Step 1A**	**Step 2B**	**Step 3C**	**Step 4D**	**Step 5E**	**Step 6F**	**Step 7G**
July 7, 2024	516-001 Police Officer	47.72	50.11	52.61	55.24	58.01	60.91	63.95

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

SECTION 4. In accord with Article 15 of the City Charter, this ordinance shall become effective July 7, 2024.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this_____day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____

BILL PEAKE, Mayor

ATTEST:

_____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____

BRIAN PIERIK, City Attorney

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Lori Frati, Finance Manager

MEETING DATE: September 18, 2024

SUBJECT: Check Register for August 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 August 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 August

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO		ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	109833	V	07/12/24	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	-426.14
101	110026	V	07/26/24	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	-1,577.58
101	110026	V	07/26/24	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	-742.39
TOTAL CHECK									0.00	-2,319.97
101	110079	V	08/01/24	5171	COMCAST	133	5206	CH TV 9031	0.00	-14.09
101	110079	V	08/01/24	5171	COMCAST	133	5206	REC INTERNET 4972	0.00	-107.02
101	110079	V	08/01/24	5171	COMCAST	133	5206	PW INTERNET 7836	0.00	-155.98
101	110079	V	08/01/24	5171	COMCAST	133	5206	CH INTERNET	0.00	-163.23
101	110079	V	08/01/24	5171	COMCAST	133	5206	PW INTERNET CBL 411	0.00	-238.76
TOTAL CHECK									0.00	-679.08
101	110117	V	08/02/24	6155	ABACHERLI FENCE CO.	503	5223	TENNIS COURT GATES	0.00	-1,385.00
101	110118	V	08/02/24	5621	ACCENT CLEAN & SWEE	504	5201	FY23/24 STREET SWEE	0.00	-17,100.00
101	110142		08/02/24	6155	ABACHERLI FENCE CO.	503	5223	TENNIS COURT GATES	0.00	1,385.00
101	110142	V	08/02/24	10455	GRACE GORMAN	421	5215	REIMB LIFEGRD TRAIN	0.00	-320.00
TOTAL CHECK									0.00	1,065.00
101	110143		08/02/24	6155	ABACHERLI FENCE CO.	503	5223	TENNIS COURT GATES	0.00	1,385.00
101	110143	V	08/02/24	6155	ABACHERLI FENCE CO.	503	5223	TENNIS COURT GATES	0.00	-1,385.00
TOTAL CHECK									0.00	0.00
101	110144	V	08/02/24	5621	ACCENT CLEAN & SWEE	504	5201	FY23/24 STREET SWEE	0.00	-17,100.00
101	110144		08/02/24	5621	ACCENT CLEAN & SWEE	504	5201	FY23/24 STREET SWEE	0.00	17,100.00
TOTAL CHECK									0.00	0.00
101	110326		08/09/24	5171	COMCAST	133	5206	PW INTERNET 9527	0.00	106.23
101	110327		08/09/24	2024	PACIFIC GAS & ELECT	505	5222	GOLF STRT 438-9	0.00	38.58
101	110327		08/09/24	2024	PACIFIC GAS & ELECT	421	5222	REC 956-9	0.00	5,726.58
TOTAL CHECK									0.00	5,765.16
101	110328		08/09/24	10411	UNIVERSAL STAFFING	131	5201	TEMP SVC S.GEORGE	0.00	1,710.72
101	110328		08/09/24	10411	UNIVERSAL STAFFING	131	5201	TEMP SVC S.GEORGE	0.00	1,710.72
TOTAL CHECK									0.00	3,421.44
101	110330		08/09/24	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	742.39
101	110330		08/09/24	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,577.58
TOTAL CHECK									0.00	2,319.97
101	110331		08/09/24	2935	CALIF LAW ENFORCMEN	01	202	DED:3200 LTD PD	0.00	640.00
101	110332		08/09/24	1	CALPERS HEALTH	01	202	DED:3051 HEALTH EMP	0.00	510.71
101	110332		08/09/24	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	569.42
101	110332		08/09/24	1	CALPERS HEALTH	01	202	DED:4304 HEALTH	0.00	172.50
101	110332		08/09/24	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,708.55
101	110332		08/09/24	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	1,862.00
101	110332		08/09/24	1	CALPERS HEALTH	01	202	DED:119 HEALTH	0.00	1,480.52
101	110332		08/09/24	1	CALPERS HEALTH	01	202	DED:112 HEALTH	0.00	904.95

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	914.82
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	946.84
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:127 HEALTH	0.00	946.84
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,189.27
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	1,230.89
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:126 HEALTH	0.00	1,230.90
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	2,461.78
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,744.46
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	2,840.52
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,567.81
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	3,942.84
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	4,234.00
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	3,201.87
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	7,953.00
101	110332	08/09/24	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	6,154.46
TOTAL CHECK								0.00	50,768.95
101	110333	08/09/24	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	1,807.60
101	110334	08/09/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	11,560.18
101	110334	08/09/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	15,366.26
101	110334	08/09/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	35,836.27
TOTAL CHECK								0.00	62,762.71
101	110335	08/09/24	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	675.99
101	110336	08/09/24	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	2,125.00
101	110336	08/09/24	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	10,459.64
TOTAL CHECK								0.00	12,584.64
101	110337	08/09/24	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	396.92
101	110338	08/09/24	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	50.00
101	110339	08/09/24	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	63.72
101	110339	08/09/24	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	372.80
101	110339	08/09/24	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,178.57
101	110339	08/09/24	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,363.09
101	110339	08/09/24	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,353.97
TOTAL CHECK								0.00	11,332.15
101	110340	08/09/24	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	110341	08/09/24	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	416.90
101	110341	08/09/24	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	284.25
101	110341	08/09/24	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	112.77
101	110341	08/09/24	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	498.49
101	110341	08/09/24	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	758.56
TOTAL CHECK								0.00	2,070.97
101	110342	08/09/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	138.56

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110343	08/09/24	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	147.46
101	110343	08/09/24	2133	PERS	01	202	DED:08 PERS OTHER	0.00	352.70
101	110343	08/09/24	2133	PERS	01	202	DED:0004 SURV BEN	0.00	84.63
101	110343	08/09/24	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	458.00
101	110343	08/09/24	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	677.14
101	110343	08/09/24	2133	PERS	01	202	DED:0000 PERS	0.00	4,805.89
101	110343	08/09/24	2133	PERS	01	202	DED:07 PERS CITY	0.00	5,995.83
101	110343	08/09/24	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	9,093.66
101	110343	08/09/24	2133	PERS	01	202	DED:01 PERS	0.00	9,215.12
101	110343	08/09/24	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	9,771.04
101	110343	08/09/24	2133	PERS	01	202	DED:0002 PERS	0.00	3,144.97
101	110343	08/09/24	2133	PERS	01	202	DED:0006 PERS CITY	0.00	7,302.00
101	110343	08/09/24	2133	PERS	01	202	DED:0021 PERS REG M	0.00	11,947.17
101	110343	08/09/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	12,281.93
101	110343	08/09/24	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	-6.88
TOTAL CHECK								0.00	75,270.66
101	110344	08/09/24	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	839.61
101	110344	08/09/24	2943	POLICE OFFICERS ASS	01	202	DED:7204 ASSOC DUES	0.00	8.00
TOTAL CHECK								0.00	847.61
101	110345	08/09/24	2940	LEGAL SHIELD	01	202	DED:6100 LEGAL SVC	0.00	31.75
101	110346	08/09/24	8211	STANDARD INSURANCE	01	202	DED:3500 LIFE INS	0.00	1,401.75
101	110347	08/09/24	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	384.68
101	110348	08/09/24	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	2,774.83
101	110349	08/09/24	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	390.00
101	110349	08/09/24	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	153.56
101	110349	08/09/24	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	45.00
101	110349	08/09/24	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	69.80
101	110349	08/09/24	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	15.00
TOTAL CHECK								0.00	673.36
101	110350	08/09/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	4,419.09
101	110352	08/09/24	2133	PERS	01	202	17584804 ADMIN FEE	0.00	200.00
101	110352	08/09/24	2133	PERS	01	202	17627371 ADMIN FEE	0.00	200.00
101	110352	08/09/24	2133	PERS	01	202	17629804 ADMIN FEE	0.00	200.00
TOTAL CHECK								0.00	600.00
101	110356	08/13/24	8352	TRANSAMERICA EMPLOY	01	202	RPLC CK109833 JULY	0.00	343.22
101	110357	08/13/24	632	VISION SERVICE PLAN	01	202	AUG24 COVERAGE	0.00	60.06
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	585 LAUREL	0.00	106.38
101	110360	08/16/24	438	CALIFORNIA AMERICAN	421	5222	139 GRAND AVE	0.00	87.40
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	B & G 15%	0.00	96.00
101	110360	08/16/24	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST FIRE	0.00	102.15
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	765 LIGHTHSE IRRIG	0.00	43.71

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110360	08/16/24	438	CALIFORNIA AMERICAN	411	5222	165 FOREST AVE FIRE	0.00	60.89
101	110360	08/16/24	438	CALIFORNIA AMERICAN	421	5222	CENTRAL 4 IN FIRE	0.00	60.89
101	110360	08/16/24	438	CALIFORNIA AMERICAN	351	5222	600 PINE AVE FIRE	0.00	60.89
101	110360	08/16/24	438	CALIFORNIA AMERICAN	351	5222	643 HYDRANTS HYDT	0.00	46.84
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	130 LIGHTHOUSE IRRI	0.00	106.38
101	110360	08/16/24	438	CALIFORNIA AMERICAN	421	5222	611 CENTRAL AVE	0.00	190.70
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	100 OCEANVW IRRIG	0.00	210.83
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	196 OCEANVW IRRIG	0.00	210.83
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	619 OCEANVIEW IRRIG	0.00	210.83
101	110360	08/16/24	438	CALIFORNIA AMERICAN	131	5222	300 FOREST AVE	0.00	210.83
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	429 LIGHTHOUSE IRRG	0.00	210.83
101	110360	08/16/24	438	CALIFORNIA AMERICAN	501	5222	SUNSET-CORPYARD18%	0.00	115.20
101	110360	08/16/24	438	CALIFORNIA AMERICAN	131	5222	300 FOREST IRRIG	0.00	141.33
101	110360	08/16/24	438	CALIFORNIA AMERICAN	351	5222	600 PINE	0.00	284.39
101	110360	08/16/24	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVW-SWIM PL	0.00	3,160.25
101	110360	08/16/24	438	CALIFORNIA AMERICAN	421	5222	230 17-MILE DRIVE	0.00	4,109.95
101	110360	08/16/24	438	CALIFORNIA AMERICAN	421	5222	616 OCEANVIEW IRRG	0.00	4,640.54
101	110360	08/16/24	438	CALIFORNIA AMERICAN	421	5222	980 PIEDMONT BALL P	0.00	6,474.57
101	110360	08/16/24	438	CALIFORNIA AMERICAN	421	5222	150 FOREST-JEWELL P	0.00	6,918.44
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	391 OCEANVW-BERWICK	0.00	10,560.98
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	1051 OCEANVIEW IRRG	0.00	336.30
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	863 OCEANVIEW IRRG	0.00	337.94
101	110360	08/16/24	438	CALIFORNIA AMERICAN	421	5222	515 JUNIPERO	0.00	363.24
101	110360	08/16/24	438	CALIFORNIA AMERICAN	201	5222	304 16TH ST BDOM-FR	0.00	386.60
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	165 FOREST-MUSEUM	0.00	396.89
101	110360	08/16/24	438	CALIFORNIA AMERICAN	301	5222	580 PINE	0.00	425.12
101	110360	08/16/24	438	CALIFORNIA AMERICAN	131	5222	300 FOREST	0.00	456.51
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	263 GROVE ACRES	0.00	687.38
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	610 OCEANVW IRRIGPK	0.00	829.49
101	110360	08/16/24	438	CALIFORNIA AMERICAN	401	5222	550 CENTRAL	0.00	959.05
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	1025 MORSE-PLATT PK	0.00	1,305.93
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	711 OCEANVIEW IRRG	0.00	1,538.07
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	930 SINEX	0.00	1,714.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	707 OCEANVIEW-NAIAD	0.00	1,723.41
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	620 OCEANVIEW/BATH	0.00	1,822.09
101	110360	08/16/24	438	CALIFORNIA AMERICAN	421	5222	114 CALEDONIA PK	0.00	2,284.60
101	110360	08/16/24	438	CALIFORNIA AMERICAN	201	5222	300 FOREST FIRE-50%	0.00	30.44
101	110360	08/16/24	438	CALIFORNIA AMERICAN	131	5222	300 FOREST FIRE-50%	0.00	30.45
101	110360	08/16/24	438	CALIFORNIA AMERICAN	501	5222	MECH 5%	0.00	32.00
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	800 LIGHTHSE PLANTE	0.00	43.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	792 LIGHTHSE IRRIG	0.00	43.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	582 LIGHTHSE IRRIG	0.00	43.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	840 LIGHTHSE PLANTE	0.00	43.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	850 LIGHTHSE PLANTE	0.00	43.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	882 LIGHTHSE PLANTE	0.00	43.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	106 7TH ST PARK	0.00	43.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	2100 SUNSET DRIVE	0.00	43.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	131	5222	308 16TH ST.	0.00	43.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	503	5222	748 LIGHTHSE IRRG	0.00	43.71
TOTAL CHECK								0.00	54,519.35
101	110381	08/16/24	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	114.00

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110381	08/16/24	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	2,439.22
101	110381	08/16/24	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	2,501.82
101	110381	08/16/24	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	48.67
101	110381	08/16/24	106	AMERICAN SUPPLY COM	503	5305	JANITORIAL SUPPLIES	0.00	18.68
TOTAL CHECK								0.00	5,122.39
101	110382	08/16/24	8566	ARCHIVESOCIAL	301	5201	SOCIAL MEDIA ARCHIV	0.00	4,397.40
101	110382 V	08/16/24	8566	ARCHIVESOCIAL	301	5201	SOCIAL MEDIA ARCHIV	0.00	-4,397.40
TOTAL CHECK								0.00	0.00
101	110383	08/16/24	6988	ARLON MOORE	503	5275	REIMB SAFETY BOOTS	0.00	250.00
101	110384	08/16/24	6154	AT&T	133	5206	LH INTERNET 1267	0.00	153.73
101	110385	08/16/24	5363	AT&T CALNET 3	133	5206	LIBRARY INTERNET 33	0.00	235.50
101	110385	08/16/24	5363	AT&T CALNET 3	301	5206	PD INTERNET 8120	0.00	1,046.42
101	110385	08/16/24	5363	AT&T CALNET 3	133	5206	ADMIN INTERNET 3242	0.00	2,080.89
101	110385	08/16/24	5363	AT&T CALNET 3	133	5212	ADMIN PHONE 3342	0.00	29.95
101	110385	08/16/24	5363	AT&T CALNET 3	133	5212	CH GNRTR ALARM 3254	0.00	30.41
TOTAL CHECK								0.00	3,423.17
101	110386	08/16/24	8476	AT&T MOBILITY	133	5212	LIBRARY PHONE 1990	0.00	80.48
101	110387	08/16/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	6.04
101	110387	08/16/24	213	BAKER & TAYLOR COMP	401	5301	LIBRARY SUPPLIES	0.00	25.12
101	110387	08/16/24	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	89.80
101	110387	08/16/24	213	BAKER & TAYLOR COMP	401	5303	BOOKS & MATERIALS	0.00	277.40
TOTAL CHECK								0.00	398.36
101	110388	08/16/24	10427	CATACUTAN CONSULTIN	131	5201	INTERIM ADMIN SVC D	0.00	26,826.21
101	110389	08/16/24	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	117.94
101	110389	08/16/24	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	28.83
101	110389	08/16/24	1040	CENGAGE LEARNING/GA	401	5303	BOOKS & MATERIALS	0.00	20.97
TOTAL CHECK								0.00	167.74
101	110390	08/16/24	553	CHICAGO TITLE COMPA	201	5291	REIMB RE-RECORDING	0.00	153.75
101	110391	08/16/24	9628	COUNTY OF SAN MATEO	301	5215	RED DOT TRAINING MI	0.00	600.00
101	110391 V	08/16/24	9628	COUNTY OF SAN MATEO	301	5215	RED DOT TRAINING MI	0.00	-600.00
TOTAL CHECK								0.00	0.00
101	110392	08/16/24	706	CUMMINS-ALLISON COR	131	5225	JETSORT RENEWAL	0.00	673.39
101	110393	08/16/24	846	DROUGHT RESISTANT N	503	5223	CITY HALL LANDSCAPE	0.00	79.16
101	110394	08/16/24	5325	EDWARDS TRUCK CENTE	505	5227	UNIT 26 SMOG	0.00	160.00
101	110394	08/16/24	5325	EDWARDS TRUCK CENTE	505	5227	UNIT 34 SMOG	0.00	160.00
TOTAL CHECK								0.00	320.00
101	110395	08/16/24	10481	EIDE BAILLY LLP	131	5201	JULY YEAREND CLOSEO	0.00	38,149.25

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110398	08/16/24	7884	GARDAWORLD	131	5201	AUGUST SERVICE	0.00	90.84
101	110398	08/16/24	7884	GARDAWORLD	131	5201	JULY EXCESS SERVICE	0.00	47.54
TOTAL CHECK								0.00	138.38
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	503	5223	DRYWALL	0.00	19.98
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	503	5223	BIKE PATH	0.00	60.03
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	503	5223	BIKE PATH REPAIRS	0.00	60.03
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	503	5223	BATH PATH	0.00	76.75
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	503	5223	MEM BENCH SUPPLIES	0.00	16.65
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	513	5309	TREE SUPPLIES	0.00	74.26
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	503	5223	MEMORIAL BENCHES	0.00	100.24
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	503	5223	MEMORIAL BENCHES	0.00	150.36
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	503	5223	BIKE PATH REPAIRS	0.00	180.00
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	503	5322	TOOLS	0.00	250.39
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	503	5223	REC TRAIL FENCE	0.00	2,901.43
TOTAL CHECK								0.00	3,890.12
101	110402	08/16/24	8391	HOMETEK	503	5223	MEM BENCH INSCRPTIO	0.00	165.00
101	110403	08/16/24	7433	IPS GROUP, INC	301	5213	METER FEES	0.00	1,750.79
101	110404	08/16/24	7086	LIBRARY IDEAS, LLC	401	5303	BOOKS & MATERIALS	0.00	4.00
101	110406	08/16/24	5364	MONTEREY BAY AIR RE	101	5261	FY24/25 CAPITA ASSM	0.00	8,231.30
101	110407	08/16/24	9510	MICHAEL ISEKICHI MI	301	5215	RED DOT TRAINING	0.00	265.68
101	110407	08/16/24	9510	MICHAEL ISEKICHI MI	301	5215	POST FIELD TRAINING	0.00	487.08
TOTAL CHECK								0.00	752.76
101	110408	08/16/24	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	111.68
101	110408	08/16/24	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	242.49
101	110408	08/16/24	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	31.13
101	110408	08/16/24	3304	MIDWEST TAPE	401	5303	BOOKS & MATERIALS	0.00	90.93
TOTAL CHECK								0.00	476.23
101	110410	08/16/24	3807	MONTEREY COUNTY WEE	101	5221	2ND RDNG SUNSET HOS	0.00	130.50
101	110411	08/16/24	1782	CITY OF MONTEREY LI	401	5201	CONTRACT SERVICES	0.00	214.50
101	110412	08/16/24	1798	MONTEREY ONE WATER	351	5207	WATER FIRE 2363	0.00	472.32
101	110412	08/16/24	1798	MONTEREY ONE WATER	503	5222	WATER-B&G 0930 / 41	0.00	4,204.72
101	110412	08/16/24	1798	MONTEREY ONE WATER	421	5222	WTR REC 0839/1082/	0.00	708.48
101	110412	08/16/24	1798	MONTEREY ONE WATER	131	5222	WATER FIN 2241	0.00	826.56
101	110412	08/16/24	1798	MONTEREY ONE WATER	501	5222	WATER PW 5282	0.00	118.08
101	110412	08/16/24	1798	MONTEREY ONE WATER	401	5222	WATER - LIB 1124	0.00	118.08
TOTAL CHECK								0.00	6,448.24
101	110413	08/16/24	1825	MOTOROLA	301	5201	CONTRACT SERVICES P	0.00	4,935.92
101	110414	08/16/24	7417	MP EXPRESS	301	5301	PD FORMS	0.00	164.56
101	110415	08/16/24	6431	QUADIENT FINANCE US	131	5211	POSTAGE	0.00	1,174.37

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110416	08/16/24	1958	ODP BUSINESS SOLUTI	201	5301	OFFICE SUPPLIES	0.00	142.82
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	503	5227	UNIT 55 REPAIRS	0.00	250.74
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	301	5227	PD UNIT 4 REPAIRS	0.00	6.92
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	502	5309	MECHANICAL STOCK	0.00	49.15
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	502	5309	MECH STOCK	0.00	54.06
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	503	5227	STREETS REPAIRS	0.00	36.69
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	301	5227	UNIT 40 REPAIRS	0.00	42.59
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	505	5227	UNIT 34 REPAIRS	0.00	68.89
TOTAL CHECK								0.00	509.04
101	110418	08/16/24	2001	OVERHEAD DOOR OF SA	503	5223	FIRE DEPT DOOR	0.00	7,925.39
101	110420	08/16/24	2023	PACIFIC GAS & ELECT	301	5222	FLOCK PROJECT	0.00	3,000.00
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	503	5223	BLDG & MAINT REPAIR	0.00	860.66
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	505	5309	STREET SUPPLIES	0.00	166.73
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	351	5223	FIRE DEPT REPAIRS	0.00	251.81
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	421	5291	REC SUPPLIES	0.00	25.07
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	301	5223	POLICE B&G MAINT	0.00	18.56
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	301	5291	BATTERIES	0.00	18.56
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	401	5223	LIBRARY REPAIRS	0.00	102.03
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	301	5291	KEYS / SUPPLIES	0.00	6.10
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	421	5309	POOL SUPPLIES	0.00	6.11
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	502	5309	MECH SUPPLIES	0.00	92.34
TOTAL CHECK								0.00	1,547.97
101	110422	08/16/24	2062	PACIFIC WEST WATER	131	5301	WATER SYSTEM FINANC	0.00	42.85
101	110422	08/16/24	2062	PACIFIC WEST WATER	201	5301	WATER SYSTEM CDD	0.00	42.85
TOTAL CHECK								0.00	85.70
101	110423	08/16/24	9950	PARK PLANET	503	5223	ADA SWING	0.00	1,738.47
101	110424	08/16/24	2219	PURE WATER	501	5309	PW WATER	0.00	33.15
101	110424	08/16/24	2219	PURE WATER	502	5309	MECH WATER	0.00	33.15
101	110424	08/16/24	2219	PURE WATER	503	5309	B&G WATER	0.00	33.15
101	110424	08/16/24	2219	PURE WATER	505	5309	STREET WATER SVC	0.00	33.15
TOTAL CHECK								0.00	132.60
101	110425	08/16/24	7621	READY REFRESH	301	5291	WATER SERVICE PD	0.00	404.16
101	110426	08/16/24	9813	ROBB HILL	401	5215	LIBRARY DELIVERIES	0.00	43.87
101	110427	08/16/24	9802	ROBERT HALF	131	5201	TEMP FINANCE	0.00	2,263.88
101	110428	08/16/24	9334	RUSSELL AURIA PEST	503	5201	LVRS PT TREE FEEDIN	0.00	4,900.00
101	110429	08/16/24	7413	SALINAS VALLEY PROS	301	5275	UNIFORM LOPEZ	0.00	1,420.24
101	110430	08/16/24	3828	SAME DAY SHRED	301	5291	SHREDDING	0.00	60.00

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	503	5201	GOLF COURSE ALARM	0.00	10.93
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	503	5201	FIRE DEPT ALARM	0.00	523.33
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	301	5223	FY 24/25 ALARM SERV	0.00	612.00
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	131	5291	FY 24/25 ALARM SERV	0.00	361.75
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	351	5223	FY 24/25 ALARM SERV	0.00	1,188.00
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	401	5223	FY 24/25 ALARM SERV	0.00	2,652.00
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	411	5223	FY 24/25 ALARM SERV	0.00	3,084.00
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	421	5223	FY 24/25 ALARM SERV	0.00	3,894.00
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	503	5223	FY 24/25 ALARM SERV	0.00	5,136.00
TOTAL CHECK								0.00	17,462.01
101	110432	08/16/24	10430	SLOAN'S PLACE PRODU	130	5201	EDC CONCERT SERIES;	0.00	4,547.32
101	110433	08/16/24	2606	SUMMIT UNIFORMS	301	5275	VEST UNIFORMS	0.00	554.53
101	110433	08/16/24	2606	SUMMIT UNIFORMS	301	5275	VEST UNIFORMS	0.00	35.00
101	110433	08/16/24	2606	SUMMIT UNIFORMS	301	5275	VEST UNIFORMS	0.00	10.94
TOTAL CHECK								0.00	600.47
101	110434	08/16/24	5252	ULINE	301	5291	EVIDENCE BOXES	0.00	121.67
101	110436	08/16/24	10411	UNIVERSAL STAFFING	131	5201	SG 7/8 - 7/12/24	0.00	1,710.72
101	110436	08/16/24	10411	UNIVERSAL STAFFING	131	5201	S.GEORGE 8/5 - 8/9/	0.00	1,710.72
TOTAL CHECK								0.00	3,421.44
101	110437	08/16/24	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 1 REPAIRS	0.00	105.36
101	110437	08/16/24	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 7 REPAIRS	0.00	273.15
101	110437	08/16/24	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 5 REPAIRS	0.00	220.97
101	110437	08/16/24	9303	WATSONVILLE CHRYSLE	301	5227	CREDIT ON ACCT 3614	0.00	-46.44
101	110437	08/16/24	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 4 REPAIRS	0.00	57.20
101	110437	08/16/24	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 4 REPAIRS	0.00	96.98
101	110437	08/16/24	9303	WATSONVILLE CHRYSLE	301	5227	UNIT 4 REPAIRS	0.00	100.09
TOTAL CHECK								0.00	807.31
101	110438	08/16/24	10479	YASMIN PAGLINAWAN	01	4203	RFND PERMIT	0.00	274.80
101	110439	08/16/24	10483	SAN MATEO CTY SHERI	301	5215	RED DOT TRAINING MI	0.00	600.00
101	110440	08/16/24	8748	CIVICPLUS	301	5201	SOCIAL MEDIA ARCHIV	0.00	4,397.40
101	110441	08/22/24	2952	AFLAC	01	202	JULY 2024 BILLING	0.00	2,158.39
101	110442	08/23/24	2952	AFLAC	01	202	DED:5200 AFLAC PREM	0.00	742.39
101	110442	08/23/24	2952	AFLAC	01	202	DED:5201 AFLAC P/T	0.00	1,577.58
TOTAL CHECK								0.00	2,319.97
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:108 HEALTH	0.00	1,708.55
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:103 HEALTH	0.00	3,201.87
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:2071 HEALTH	0.00	1,862.00
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:125 HEALTH	0.00	2,461.78
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:104 HEALTH	0.00	2,744.46
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:123 HEALTH	0.00	2,840.52
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:533 HEALTH	0.00	3,567.81

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:2072 HEALTH	0.00	4,234.00
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:106 HEALTH	0.00	4,599.98
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:2073 HEALTH FAM	0.00	7,953.00
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:122 HEALTH	0.00	6,627.88
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:3051 HEALTH EMP	0.00	510.71
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:109 HEALTH	0.00	569.42
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:119 HEALTH	0.00	1,480.52
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:112 HEALTH	0.00	904.95
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:116 HEALTH	0.00	914.82
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:121 HEALTH	0.00	946.84
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:127 HEALTH	0.00	946.84
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:105 HEALTH	0.00	1,189.27
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:124 HEALTH	0.00	1,230.89
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:126 HEALTH	0.00	1,230.90
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:4304 HEALTH	0.00	172.50
101	110443	08/23/24	1	CALPERS HEALTH	01	202	DED:531 HEALTH	0.00	350.62
TOTAL CHECK								0.00	52,250.13
101	110444	08/23/24	3134	CITY OF PACIFIC GRO	01	202	DED:3301 AFLAC MED	0.00	1,807.60
101	110445	08/23/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	16,617.97
101	110445	08/23/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	41,246.80
101	110445	08/23/24	3393	EFT	01	202	DED:*FM MEDICARE	0.00	11,393.72
101	110445	08/23/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-547.36
101	110445	08/23/24	3393	EFT	01	202	DED:*SCA STATE TAX	0.00	-147.40
101	110445	08/23/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	147.40
101	110445	08/23/24	3393	EFT	01	202	DED:*FT FEDERAL TX	0.00	547.36
TOTAL CHECK								0.00	69,258.49
101	110446	08/23/24	2946	PACIFIC GROVE CITY	01	202	DED:7000 ASSOC DUES	0.00	840.00
101	110447	08/23/24	2938	MASS MUTUAL (457 PL	01	202	DED:4000 DEF COMP	0.00	10,459.64
101	110447	08/23/24	2938	MASS MUTUAL (457 PL	01	202	DED:3999 ROTH IRA	0.00	1,725.00
TOTAL CHECK								0.00	12,184.64
101	110448	08/23/24	2936	MTRY COUNTY DEPT OF	01	202	DED:0023 GARNISH	0.00	396.92
101	110449	08/23/24	2949	PACIFIC GROVE MANAG	01	202	DED:7203 ASSOC DUES	0.00	50.00
101	110450	08/23/24	2051	CITY OF PACIFIC GRO	01	202	DED:1006 WORK COMP	0.00	60.83
101	110450	08/23/24	2051	CITY OF PACIFIC GRO	01	202	DED:1009 WORK COMP	0.00	155.87
101	110450	08/23/24	2051	CITY OF PACIFIC GRO	01	202	DED:1005 WORK COMP	0.00	1,235.49
101	110450	08/23/24	2051	CITY OF PACIFIC GRO	01	202	DED:1010 WORK COMP	0.00	3,405.39
101	110450	08/23/24	2051	CITY OF PACIFIC GRO	01	202	DED:1003 WORK COMP	0.00	6,941.30
TOTAL CHECK								0.00	11,798.88
101	110451	08/23/24	2052	CITY OF PACIFIC GRO	01	202	DED:7510 PERS REIMB	0.00	29.42
101	110452	08/23/24	2053	CITY OF PACIFIC GRO	01	202	DED:2103 DENTAL FAM	0.00	805.97
101	110452	08/23/24	2053	CITY OF PACIFIC GRO	01	202	DED:2101 DENTAL	0.00	284.25
101	110452	08/23/24	2053	CITY OF PACIFIC GRO	01	202	DED:201 DENTAL	0.00	112.77
101	110452	08/23/24	2053	CITY OF PACIFIC GRO	01	202	DED:200 DENTAL	0.00	454.80

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110452	08/23/24	2053	CITY OF PACIFIC GRO	01	202	DED:2102 DENTAL	0.00	498.49
TOTAL CHECK								0.00	2,156.28
101	110453	08/23/24	2054	CITY OF PACIFIC GRO	01	202	DED:0005 SUTA	0.00	136.71
101	110454	08/23/24	2133	PERS	01	202	DED:0022 PERS SP MS	0.00	158.63
101	110454	08/23/24	2133	PERS	01	202	DED:0025 PERS RT MS	0.00	163.08
101	110454	08/23/24	2133	PERS	01	202	DED:0004 SURV BEN	0.00	88.35
101	110454	08/23/24	2133	PERS	01	202	DED:0009 PERS OTHER	0.00	458.00
101	110454	08/23/24	2133	PERS	01	202	DED:08 PERS OTHER	0.00	353.45
101	110454	08/23/24	2133	PERS	01	202	DED:0018 PERS SP SF	0.00	677.14
101	110454	08/23/24	2133	PERS	01	202	DED:0006 PERS CITY	0.00	7,302.00
101	110454	08/23/24	2133	PERS	01	202	DED:0021 PERS REG M	0.00	12,486.83
101	110454	08/23/24	2133	PERS	01	202	DED:0020 PERS ER M3	0.00	13,006.88
101	110454	08/23/24	2133	PERS	01	202	DED:0002 PERS	0.00	3,144.97
101	110454	08/23/24	2133	PERS	01	202	DED:01 PERS	0.00	9,240.27
101	110454	08/23/24	2133	PERS	01	202	DED:0017 PERS RG SF	0.00	9,628.77
101	110454	08/23/24	2133	PERS	01	202	DED:0011 PERS ER SF	0.00	10,337.82
101	110454	08/23/24	2133	PERS	01	202	DED:0000 PERS	0.00	5,187.22
101	110454	08/23/24	2133	PERS	01	202	DED:07 PERS CITY	0.00	6,046.35
101	110454	08/23/24	2133	PERS	01	202	DED:0019 PERS RT SF	0.00	24.39
101	110454	08/23/24	2133	PERS	01	202	DED:15 PERS-RETRO	0.00	54.71
TOTAL CHECK								0.00	78,358.86
101	110455	08/23/24	2943	POLICE OFFICERS ASS	01	202	DED:7205 ASSOC DUES	0.00	878.53
101	110456	08/23/24	8352	TRANSAMERICA EMPLOY	01	202	DED:5202 TRANSAMERI	0.00	384.68
101	110457	08/23/24	4177	UNION BANK OF CALIF	01	202	DED:4005 PARS-457	0.00	671.60
101	110458	08/23/24	632	VISION SERVICE PLAN	01	202	DED:2503 VISION FAM	0.00	390.00
101	110458	08/23/24	632	VISION SERVICE PLAN	01	202	DED:300 VISION	0.00	167.52
101	110458	08/23/24	632	VISION SERVICE PLAN	01	202	DED:2502 VISION	0.00	69.80
101	110458	08/23/24	632	VISION SERVICE PLAN	01	202	DED:302 VISION	0.00	15.00
101	110458	08/23/24	632	VISION SERVICE PLAN	01	202	DED:301 VISION	0.00	45.00
TOTAL CHECK								0.00	687.32
101	110459	08/23/24	7956	STATE DISABILITY TA	01	202	DED:0026 SDI	0.00	4,239.63
101	110460	08/23/24	8703	AUDREY C CRAY	131	5202	6/28-8/9/24 SERVICE	0.00	2,602.20
101	110461	08/26/24	2133	PERS	101	5145	AUG 2024 UAL	0.00	250.00
101	110461	08/26/24	2133	PERS	513	5145	AUG 2024 UAL	0.00	500.00
101	110461	08/26/24	2133	PERS	130	5145	AUG 2024 UAL	0.00	1,333.33
101	110461	08/26/24	2133	PERS	502	5145	AUG 2024 UAL	0.00	4,083.33
101	110461	08/26/24	2133	PERS	501	5145	AUG 2024 UAL	0.00	4,333.33
101	110461	08/26/24	2133	PERS	133	5145	AUG 2024 UAL	0.00	6,416.67
101	110461	08/26/24	2133	PERS	505	5145	AUG 2024 UAL	0.00	8,416.67
101	110461	08/26/24	2133	PERS	421	5145	AUG 2024 UAL	0.00	10,750.00
101	110461	08/26/24	2133	PERS	401	5145	AUG 2024 UAL	0.00	12,500.00
101	110461	08/26/24	2133	PERS	121	5145	AUG 2024 UAL	0.00	13,583.33
101	110461	08/26/24	2133	PERS	131	5145	AUG 2024 UAL	0.00	13,916.67

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 01 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110461	08/26/24	2133	PERS	201	5145	AUG 2024 UAL	0.00	14,833.33
101	110461	08/26/24	2133	PERS	503	5145	AUG 2024 UAL	0.00	16,833.33
101	110461	08/26/24	2133	PERS	351	5145	AUG 2024 UAL	0.00	107,666.67
101	110461	08/26/24	2133	PERS	301	5145	AUG 2024 UAL	0.00	135,596.92
TOTAL CHECK								0.00	351,013.58
101	110462	08/26/24	2133	PERS	131	5202	GASB 68 REPORT	0.00	1,400.00
101	110463	08/26/24	2133	PERS	01	202	17651819 ADMIN FEE	0.00	200.00
TOTAL CASH ACCOUNT								0.00	1,031,856.57
TOTAL FUND								0.00	1,031,856.57

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 15 - HOUSING FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110461	08/26/24	2133	PERS	204	5145	AUG 2024 UAL	0.00	1,833.33
TOTAL CASH ACCOUNT								0.00	1,833.33
TOTAL FUND								0.00	1,833.33

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 18 - GAS TAX FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110360	08/16/24	438	CALIFORNIA AMERICAN	508	5222	ST FUND 50%	0.00	320.01
101	110461	08/26/24	2133	PERS	508	5145	AUG 2024 UAL	0.00	2,333.33
TOTAL CASH ACCOUNT								0.00	2,653.34
TOTAL FUND								0.00	2,653.34

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 24 - STILLWELL CHILDREN'S POOL

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110070 V	08/01/24	7629	NEW ANNUVIA COMPANY	425	5291	LIFEGRD CERT CLASSE	0.00	-1,405.73
101	110381	08/16/24	106	AMERICAN SUPPLY COM	425	5309	POOL SUPPLIES	0.00	355.61
101	110381	08/16/24	106	AMERICAN SUPPLY COM	425	5309	POOL SUPPLIES	0.00	355.61
101	110381	08/16/24	106	AMERICAN SUPPLY COM	425	5309	POOL SUPPLIES	0.00	355.61
TOTAL CHECK								0.00	1,066.83
TOTAL CASH ACCOUNT								0.00	-338.90
TOTAL FUND								0.00	-338.90

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 27 - LIGHTHOUSE MAINT.& IMPV.

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110360	08/16/24	438	CALIFORNIA AMERICAN	413	5222	90 ASILOMAR	0.00	182.03
101	110399	08/16/24	8861	GHOST TOWN PUBLICAT	413	5501	LIGHTHSE GIFTSHOP	0.00	293.50
101	110405	08/16/24	4692	ROMONA F. LOWE	413	5501	LIGHTHOUSE MERCH	0.00	200.00
101	110409	08/16/24	8886	MINUTEMAN PRESS	413	5309	LIGHTHOUSE TICKETS	0.00	471.71
101	110412	08/16/24	1798	MONTEREY ONE WATER	413	5222	WATER - LTHSE - 70	0.00	118.08
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	413	5223	LIGHTHOUSE REPAIRS	0.00	22.48
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	413	5223	FY 24/25 ALARM SERV	0.00	960.00
TOTAL CASH ACCOUNT								0.00	2,247.80
TOTAL FUND								0.00	2,247.80

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 30 - OPERATING GRANTS

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110141 V	08/02/24	623	COMMUNITY HUMAN SER	334	5209	PLHA GRANT AGREEMEN	0.00	-40,166.00
101	110204 V	08/02/24	623	COMMUNITY HUMAN SER	334	5209	PLHA GRANT AGREEMEN	0.00	-40,166.00
101	110302	08/02/24	623	COMMUNITY HUMAN SER	334	5209	PLHA GRANT AGREEMT	0.00	40,166.00
101	110302 V	08/02/24	623	COMMUNITY HUMAN SER	334	5209	PLHA GRANT AGREEMT	0.00	-40,166.00
TOTAL CHECK								0.00	0.00
101	110303 V	08/02/24	623	COMMUNITY HUMAN SER	334	5209	PLHA GRANT AGREEMT	0.00	-40,166.00
101	110305 V	08/05/24	623	COMMUNITY HUMAN SER	334	5209	PLHA GRANT AGREEMT	0.00	-40,166.00
TOTAL CASH ACCOUNT								0.00	-160,664.00
TOTAL FUND								0.00	-160,664.00

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 40 - POETRY PROMOTION FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110412	08/16/24	1798	MONTEREY ONE WATER	405	5291	WATER POETRY 1013	0.00	171.56
TOTAL CASH ACCOUNT								0.00	171.56
TOTAL FUND								0.00	171.56

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 42 - PUB SAFETY AUG FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110359	08/14/24	1751	MONTEREY COUNTY EME	303	5201	FY24/25 EMERGENCY D	0.00	134,833.00
TOTAL CASH ACCOUNT								0.00	134,833.00
TOTAL FUND								0.00	134,833.00

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 43 - SLESF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110396	08/16/24	9033	ENTERPRISE FM TRUST	304	5225	FY24/25 LEASED VEHI	0.00	2,199.53
TOTAL CASH ACCOUNT								0.00	2,199.53
TOTAL FUND								0.00	2,199.53

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 70 - EMP BENEFIT FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110351	08/09/24	1	CALPERS HEALTH	703	5123	AUG24 RET & CHANGES	0.00	16,711.30
101	110353	08/13/24	2133	PERS	703	5122	1959 SURVIVOR 2024	0.00	5,980.00
101	110354	08/13/24	8211	STANDARD INSURANCE	703	5123	AUG2024 PREMIUMS	0.00	2,586.72
101	110355	08/13/24	9360	STANDARD INSURANCE	703	5234	JULY 2024 DENTAL	0.00	6,369.04
TOTAL CASH ACCOUNT								0.00	31,647.06
TOTAL FUND								0.00	31,647.06

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 71 - WORKERS COMP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110461	08/26/24	2133	PERS	701	5145	AUG 2024 UAL	0.00	750.00
TOTAL CASH ACCOUNT								0.00	750.00
TOTAL FUND								0.00	750.00

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 72 - LIABILITY INS FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110461	08/26/24	2133	PERS	702	5145	AUG 2024 UAL	0.00	666.67
TOTAL CASH ACCOUNT								0.00	666.67
TOTAL FUND								0.00	666.67

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 74 - LOCAL WATER PROJECT

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110327	08/09/24	2024	PACIFIC GAS & ELECT	741	5222	LMP 792-1	0.00	8,417.00
101	110360	08/16/24	438	CALIFORNIA AMERICAN	741	5222	1313 OCEAN VIEW BLV	0.00	167,808.35
101	110412	08/16/24	1798	MONTEREY ONE WATER	741	5222	WATER LWP 7087	0.00	14,690.53
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	741	5223	FY 24/25 ALARM SERV	0.00	1,467.00
TOTAL CASH ACCOUNT								0.00	192,382.88
TOTAL FUND								0.00	192,382.88

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 75 - CEMETERY FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110360	08/16/24	438	CALIFORNIA AMERICAN	601	5222	1254 DELMONTECEM70%	0.00	250.35
101	110360	08/16/24	438	CALIFORNIA AMERICAN	601	5222	CEM 4%	0.00	25.60
TOTAL CHECK								0.00	275.95
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	601	5309	MORTAR MIX	0.00	11.33
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	601	5309	MORTAR MIX	0.00	22.65
101	110401	08/16/24	1199	HAYWARD LUMBER COMP	601	5309	MORTAR MIX	0.00	45.32
TOTAL CHECK								0.00	79.30
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	601	5227	CEMETERY 71D	0.00	80.24
101	110431	08/16/24	2448	SENTRY ALARM SYSTEM	601	5309	FY 24/25 ALARM SERV	0.00	768.00
101	110461	08/26/24	2133	PERS	601	5145	AUG 2024 UAL	0.00	3,750.00
TOTAL CASH ACCOUNT								0.00	4,953.49
TOTAL FUND								0.00	4,953.49

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 76 - SEWER FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110327	08/09/24	2024	PACIFIC GAS & ELECT	611	5222	PW SEWER 4175-4	0.00	40.60
101	110360	08/16/24	438	CALIFORNIA AMERICAN	611	5222	100 OCEANVW IRRIG	0.00	43.71
101	110360	08/16/24	438	CALIFORNIA AMERICAN	611	5222	1273 CRESPI POND 50	0.00	64.88
101	110360	08/16/24	438	CALIFORNIA AMERICAN	611	5222	SEWER 8%	0.00	51.20
TOTAL CHECK								0.00	159.79
101	110394	08/16/24	5325	EDWARDS TRUCK CENTE	611	5227	UNIT 47 REPAIRS	0.00	214.24
101	110397	08/16/24	960	FERGUSON ENTERPRISE	611	5309	SEWER SUPPLIES	0.00	77.61
101	110400	08/16/24	3409	GREEN RUBBER-KENNED	611	5309	SEWER SUPPLIES	0.00	249.60
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	611	5227	SEWER UNIT 44 REPAI	0.00	125.90
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	611	5227	SEWER UNIT 4 REPAIR	0.00	28.39
101	110417	08/16/24	9576	O'REILLY AUTO ENTER	611	5227	UNIT 47 REPAIRS	0.00	91.54
TOTAL CHECK								0.00	245.83
101	110419	08/16/24	2024	PACIFIC GAS & ELECT	611	5222	PW TRUE UP CHG 126-	0.00	31,769.48
101	110421	08/16/24	2034	PACIFIC GROVE HARDW	611	5309	SEWER OP SUPPLIES	0.00	24.82
101	110424	08/16/24	2219	PURE WATER	611	5309	SEWER WATER SVC	0.00	33.15
101	110435	08/16/24	2737	UNDERGROUND SERVICE	611	5291	STATE FEE COSTS	0.00	892.68
101	110461	08/26/24	2133	PERS	611	5145	AUG 2024 UAL	0.00	11,750.00
TOTAL CASH ACCOUNT								0.00	45,457.80
TOTAL FUND								0.00	45,457.80

SELECTION CRITERIA: transact.yr='25' and transact.period='2'
ACCOUNTING PERIOD: 3/25

FUND - 77 - GOLF FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DIVISION	ACCNT	----DESCRIPTION----	SALES TAX	AMOUNT
101	110360	08/16/24	438	CALIFORNIA AMERICAN	621	5222	1254 DELMONTEGOLF30	0.00	107.30
101	110360	08/16/24	438	CALIFORNIA AMERICAN	625	5222	77 ASILOMAR GOLF HS	0.00	2,633.40
101	110360	08/16/24	438	CALIFORNIA AMERICAN	621	5222	77 ASILOMAR FIRE SV	0.00	102.16
101	110360	08/16/24	438	CALIFORNIA AMERICAN	621	5222	1273 CRESPI POND 50	0.00	64.88
TOTAL CHECK								0.00	2,907.74
TOTAL CASH ACCOUNT								0.00	2,907.74
TOTAL FUND								0.00	2,907.74
TOTAL REPORT								0.00	1,293,557.87

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: September 18, 2024

SUBJECT: Core Revenue Report for August 2024

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

RECOMMENDATION

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

DISCUSSION

The City of Pacific Grove's General Fund revenues are primarily derived from Property Tax, Transient Occupancy Tax and Sales and Use Tax revenues. In the Fiscal Year 23/24 Amended Budget and the Fiscal Year 24/25 Adopted Budget, these three revenue sources were estimated to generate approximately $22 million and 23 million dollars. These revenues account for approximately 70% of the General Fund's ongoing revenues.

This agenda report includes te following two attachments.

- Fiscal Year 23/24 - Core Revenue Report: Includes taxes that were received in August, but applicable to Fiscal Year 23-24.
- Fiscal Year 24/25 - Core Revenue Report: Includes taxes that were received in August that are applicable to Fiscal Year 24-25

OPTIONS

N/A - This is information only.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Core Revenue Report FY23-24

Core Revenue Report August 24-25

Core Revenue Report

Fiscal Year 2023/24

Preliminary and Unaudited, Revenue Received

The following tables include the FY23/24 budget and year to date revenues. The receipts represent funds received to date. The year-to-date sales tax and transient occupancy final amounts are subject to accrual through late August.

PROPERTY TAX

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

Property Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY23/24	9,881,000	10,001,562	101%

TRANSIENT OCCUPANCY TAX (TOT)

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

Transient Occupancy Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY23/24	6,753,000	6,730,240	100%

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

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

Lodging Period	2021/22	2022/23	2023/24	Net Difference
July	673,475	797,756	834,401	36,645
August	730,578	818,939	795,551	(23,388)
September	578,129	639,644	671,498	31,854
October	475,290	589,714	640,567	50,853
November	431,862	411,136	433,937	22,801
December	378,655	371,160	366,055	(5,102)
January	314,248	370,713	371,289	576
February	412,711	336,276	294,952	(41,324)
March	476,041	446,634	538,604	91,970
April	568,275	574,513	569,017	(5,496)
May	612,496	623,891	548,249	(76,642)
June	621,212	573,141	666,120	92,979
Total	**6,272,972**	**6,553,517**	**6,730,240**	**175,726**

SALES AND USE TAX

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

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

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

Sales and Use Tax	Amended Budget	YTD Receipts	% of Amended Budget
FY23/24	6,039,000	5,925,871	98%

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

Remittance Period	2021/22	2022/23	2023/24	Net Difference
July Advance	303,144	350,801	464,029	133,228
August Advance	507,200	364,694	444,973	80,009
September True-up	287,224	475,273	690,001	214,728
October Advance	311,118	411,967	411,284	(683)
November Advance	324,181	424,467	499,859	75,392
December True-up	479,810	658,665	570,119	(88,546)
January Advance	260,937	368,119	385,286	17,167
February Advance	316,738	384,955	482,865	97,910
March True-up	471,617	621,062	556,659	(64,403)
April Advance	329,326	468,572	365,146	(103,426)
May Advance	436,035	498,977	524,696	257,719
June True-Up	513,452	556,703	530,954	(25,749)
Total	**4,540,782**	**5,584,256**	**5,925,871**	**619,095**
June 2024 payments are anticipated to be received in late August as the State pays the City two months in arrears				

Core Revenue Report
Fiscal Year 2024/25
August

The following tables include the FY24/25 budget and year to date revenues. The receipts represent funds received to date.

PROPERTY TAX

Property Tax is the first largest source of the General Fund revenue. The City typically receives property tax payments in December, April, and June. The following table presents Fiscal Year 2024/25 budget, and revenues received to date.

Property Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY24/25	10,296,000	0	0%

TRANSIENT OCCUPANCY TAX (TOT)

Transient Occupancy Tax (TOT) is the General Fund's second-largest source of revenue which the City receives on a monthly basis. The following table presents Fiscal Year 2024/25 budget and revenues received to date.

Transient Occupancy Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY24/25	6,922,000	837,115	12%

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

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

Lodging Period	2022/23	2023/24	2024/25	Net Difference
July	797,756	834,401	837,115	2,714
August	818,939	795,551		
September	639,644	671,498		
October	589,714	640,567		
November	411,136	433,937		
December	371,160	366,055		
January	370,713	371,289		
February	336,276	294,952		
March	446,634	538,604		
April	574,513	569,017		
May	623,891	548,249		
June	573,141	666,120		
Total	**6,553,517**	**6,730,240**		
August revenues are expected to be received in late September as the City receives taxes one month in the arrears.				

SALES AND USE TAX

Sales and Use tax are the third largest source of the City's General Fund revenues. The City receives a 1% Bradley Burns Tax, a 1% Measure U Transactions and Use Tax and Measure A revenues, a 0.50% Transactions and Use Tax.

The following table presents the Fiscal Year 24/25 budget and revenues received to date.

Sales and Use Tax	Adopted Budget	YTD Receipts	% of Adopted Budget
FY24/25	6,094,000	0	%

The following table presents Fiscal Year 2024/25 revenues received to date.

Remittance Period	2022/23	2023/24	2024/25	Net Difference
July Advance	350,801	464,029		
August Advance	364,694	444,973		
September True-up	475,273	690,001		
October Advance	411,967	411,284		
November Advance	424,467	499,859		
December True-up	658,665	570,119		
January Advance	368,119	385,286		
February Advance	384,955	482,865		
March True-up	621,062	556,659		
April Advance	468,572	365,146		
May Advance	498,977	524,696		
June True-Up	556,703	-	-	-
Total	**4,540,782**	**5,584,256**		
July 2024 payments are anticipated to be received in late September as the State pays the City two months in arrears				

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Lori Frati, Finance Manager

MEETING DATE: September 18, 2024

SUBJECT: Fourth Quarter FY 23/24 Purchase Order Report

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

RECOMMENDATION

1. Receive the FY 23/24 Fourth Quarter Purchase Order Report.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

The Fourth Quarter Purchase Order Report includes information on purchase orders that were issued under $40,000. This report is intended to be consistent with the reporting requirement in Section 2.16.160 of the City's Purchasing Systems and Procedures.

Purchase orders are required for purchases of supplies, services, materials, equipment, and contractual services over $5,000.

The Purchase Order Report includes:

- Vendor name
- Date the purchase order was issued
- Description of the encumbered funds
- Purchase order amount
- Year-to-date expenses through the Fourth Quarter

This report was previously a part of the Quarterly Budget Report, but based on the recommendation from the Finance Subcommittee, it is now presented independently.

OPTIONS

N/A - This is informational only

FINANCIAL IMPACT:

There is no financial impact associated with receiving this report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Fourth Quarter Purchase Order Report

Purchase Orders - Less than $40,000
Fourth Quarter FY 23/24

ORDER	DEPARTMENT	DIVISION	PROJECT	VENDOR NAME	ORDER	DESCRIPTION2	AMOUNT	EXPENSES	STATUS
24000046	CITY ATTORNEY	111		OPPENHEIMER INVESTIGATIONS GRP LLC	09/15/23	CONFIDENTIAL INVESTIGATION	25,000	11,841	OPEN
24000064	CITY ATTORNEY	111		NOLAND, HAMERLY, ETIENNE & HOSS	10/04/23	LEGAL CASES #21CV002786	17,297	16,811	OPEN
24000140	CITY ATTORNEY	111		BEST BEST & KRIEGER ATTORNEYS	12/15/23	DEVELOPMENT, REAL ESTATE, AND CEQA	39,000	1,462	OPEN
24000157	CITY ATTORNEY	111		NIELSEN MERKSAMER	01/15/24	CONSULTING LEGAL SERVICES	27,430	22,764	OPEN
24000142	CITY COUNCIL	101		ONE WORKPLACE L. FERRARI	12/18/23	CITY COUNCIL CHAIRS	39,841	39,841	CLOSED
24000163	CITY COUNCIL	101		QUADIENT LEASING USA, INC.	02/11/24	FY 23/24 MAIL MACHINE	2,001	2,001	CLOSED
24000002	CITY MANAGER	121		WELLS FARGO VENDOR FINANCE SERV	07/06/23	FY 23/24 KONICA LEASE	15,550	15,325	OPEN
24000006	CITY MANAGER	121		BRYCE CONSULTING INC.	07/19/23	COMPENSATION STUDY	8,151	7,885	OPEN
24000043	CITY MANAGER	121		CUSTOM INK	09/13/23	80 FLEECE VESTS WITH CITY LOGO	5,374	5,374	CLOSED
24000133	CITY MANAGER	121		GOOD CITY COMPANY	11/14/23	CITY-WIDE WILDLIFE & HABITAT PROTECTION	20,694	20,694	CLOSED
24000152	CITY MANAGER	121		HDL ECONSOLUTIONS	01/11/24	ECONOMIC DEVELOPMENT SERVICES	4,405	4,380	OPEN
24000212	CITY MANAGER	130		SLOAN'S PLACE PRODUCTIONS LLC	07/05/24	EDC CONCERT SERIES; PRODUCTION AND MANAGEMENT	10,500	2,902	OPEN
24000217	CITY MANAGER	121		CITY MANAGEMENT ADVISORS, LLC	06/04/24	AGREEMENT	27,000	9,000	OPEN
24000019	COMMUNITY DEVELOPMENT	225	TRC23-03	GOOD CITY COMPANY	07/26/23	420 LA CALLE CORTE TRC23-03 (REIMBURSABLE)	26,490	26,420	OPEN
24000022	COMMUNITY DEVELOPMENT	225	TRC19-04	HR & ASSOCIATES	07/28/23	ATC PLANNING SERVICES FY24	9,113	9,100	OPEN
24000088	COMMUNITY DEVELOPMENT	201		GOOD CITY COMPANY	11/06/23	PLANNING SERVICES	4,485	1,853	OPEN
24000090	COMMUNITY DEVELOPMENT	201	TRC23-03	RINCON CONSULTANTS, INC	11/06/23	420 LA CALLE CORTE-INITIAL STUDY	15,219	15,217	OPEN
24000092	COMMUNITY DEVELOPMENT	201		RINCON CONSULTANTS, INC	11/06/23	PROVIDE ON-CALL CEQA SUPPORT	20,000	-	OPEN
24000094	COMMUNITY DEVELOPMENT	201		IWORQ SYSTEMS	11/06/23	IWORQ - ANNUAL PERMIT & CODE ENFORCEMENT	22,375	22,375	CLOSED
24000105	COMMUNITY DEVELOPMENT	201		BEST BEST & KRIEGER ATTORNEYS	11/06/23	HOUSING POLICY CITY'S 6TH CYCLE HOUSING	30,095	-	OPEN
24000107	COMMUNITY DEVELOPMENT	202		ROBIN L. HASTINGS	11/06/23	ENVIRONMENTAL REVIEW FOR PROJECTS	600	-	OPEN
24000108	COMMUNITY DEVELOPMENT	201		DECKARD TECHNOLOGIES, INC	11/06/23	SOFTWARE FOR STR COMPLIANCE	7,000	7,000	CLOSED
24000109	COMMUNITY DEVELOPMENT	202		BENEVATE INC	11/06/23	SOFTWARE FOR ADMIN & REPORTING OF HOUSING REHAB	9,700	8,600	OPEN
24000184	COMMUNITY DEVELOPMENT	201		ONE WORKPLACE L. FERRARI	04/17/24	OFFICE FURNITURE	9,922	9,922	**CLOSED**
24000083	FINANCE	131		CENTRALSQUARE TECHNOLOGIES, LLC	10/25/23	ACCOUNTING SOFTWARE UPGRADE PROJECT	2,000	1,566	OPEN
24000146	FINANCE	131		CHAVAN & ASSOCIATES, LLP	12/22/23	YEAR-END ACCTNG, GASB96, GASB87 LEASES	26,000	13,425	OPEN
24000159	FINANCE	131		CALTRONICS BUSINESS SYSTEMS	01/22/24	COPIES FROM THE KONIKA PRINTERS	18,000	15,529	OPEN
24000160	FINANCE	131		CLEARGOV	01/29/24	DIGITAL BUDGET BOOK & CLEAR PLANS	9,888	9,888	CLOSED
24000161	FINANCE	131		CLEARGOV	01/29/24	FISCAL TRANSPARENCY SOFTWARE	6,950	6,950	CLOSED
24000213	FINANCE	131		CATACUTAN CONSULTING, LLC	07/17/24	INTERIM ADMIN SERVICES DIVISION DIRECTOR	21,630	21,630	CLOSED
24000219	FINANCE	131		THE PUN GROUP, LLP	08/13/24	FY 24/25 CITY AUDIT, ACFR, & GANN REVIEW	5,650	5,650	CLOSED
24000008	FIRE	351		MISSION UNIFORM SERVICE INC.	07/24/23	LINEN & UNIFORM CLEANING CITYWIDE FY24	27,000	27,854	**CLOSED**
24000017	FIRE	351		MISSION LINEN SUPPLY INC.	07/26/23	FD LINEN CLEANING FY24	4,700	4,361	OPEN
24000143	FIRE	351		CITY OF MONTEREY	12/18/23	WILDFIRE PROTECTION STUDY - COST SHARE	33,117	33,117	CLOSED
24000003	INFORMATION TECHNOLOGY	133		JCG TECHNOLOGIES INC	07/06/23	AGENDAQUICK,PUBLIC RECORDS, SUITEVIEW	13,751	13,751	CLOSED
24000004	INFORMATION TECHNOLOGY	133		SHI INTERNATIONAL CORP	07/19/23	HPE SUPPORT RENEWALS	7,782	18,377	**CLOSED**
24000005	INFORMATION TECHNOLOGY	133		QUEST SOFTWARE INC	07/19/23	KACE PRODUCTS REMOTE CONSULTING	3,916	3,916	CLOSED
24000018	INFORMATION TECHNOLOGY	133		GEOGRAPHIC TECHNOLOGIES GROUP INC.	07/26/23	GIS IMPLEMENTATION PHASE 2	26,350	8,566	OPEN
24000044	INFORMATION TECHNOLOGY	133		CITIES DIGITAL, INC	09/15/23	FY24 LASERFICHE CLOUD DOC MANAGEMENT	25,750	25,750	CLOSED
24000045	INFORMATION TECHNOLOGY	133		MK SOLUTIONS, INC.	09/15/23	LIBRARY SELF CHECKOUT KIOSK	9,373	9,373	CLOSED
24000063	INFORMATION TECHNOLOGY	133		GEOGRAPHIC TECHNOLOGIES GROUP INC.	10/03/23	GIS SUPPORT SERVICES	10,000	2,292	OPEN
24000071	INFORMATION TECHNOLOGY	133		CAPE ROMAIN SOLUTIONS INC	10/25/23	WATCHGUARD SOFTWARE SUBSCRIPTIONS	17,927	17,927	CLOSED
24000134	INFORMATION TECHNOLOGY	133		CLIENT FIRST CONSULTING GROUP, LLC	11/15/23	IT INFRASTRUCTURE HA ASSESSMENT	15,000	13,525	OPEN
24000136	INFORMATION TECHNOLOGY	133		ESRI, INC.	11/21/23	ESRI GIS LICENSING RENEWAL	9,240	9,240	CLOSED
24000139	INFORMATION TECHNOLOGY	133		PROTELESIS	12/05/23	PHONE SYSTEM UPGRADE, MAINTENANCE, SUPPORT	7,323	7,323	CLOSED
24000158	INFORMATION TECHNOLOGY	133		PEOPLE INFORMATION EARTH SERVICES	01/17/24	GIS SOFTWARE - AWS HOSTING FEES	3,548	3,548	CLOSED
24000176	INFORMATION TECHNOLOGY	133		CDW GOVERNMENT INC	03/11/24	ADOBE SOFTWARE SUBSCRIPTION RENEWAL	4,199	4,199	CLOSED

24000178	INFORMATION TECHNOLOGY	133		CARAHSOFT	03/13/24	DOCUSIGN DIGITAL SIGNATURE PROGRAM	4,315	4,315	CLOSED
24000186	INFORMATION TECHNOLOGY	133		AVILA CONSTRUCTION COMPANY	04/22/24	PG LIBRARY IT BASEMENT IMPROVEMENTS REF ORIGINAL PO	38,702	38,702	CLOSED
24000195	INFORMATION TECHNOLOGY	133		CIVICPLUS	05/10/24	CIVICREC SOFTWARE SUBSCRIPTION	9,434	9,434	CLOSED
24000196	INFORMATION TECHNOLOGY	133		DELL COMPUTER	05/10/24	MICROSOFT 365 LICENSES	21,718	21,718	CLOSED
24000202	INFORMATION TECHNOLOGY	133		GOVERNMENTJOBS.COM, INC	05/20/24	NEOGOV HR SOFTWAER SUBSCRIPTION	6,374	6,374	CLOSED
24000207	INFORMATION TECHNOLOGY	133		LENOVO USA INC	06/03/24	COMPUTERS	25,934	-	OPEN
24000221	INFORMATION TECHNOLOGY	133		DEBTBOOK	08/15/24	DEBTBOOK SOFTWARE 5/25/2024-5/25/2025	11,700	11,700	CLOSED
24000010	LIBRARY	401		PACIFIC LIBRARY PARTNERSHIP	07/25/23	PLP MEMBERSHIP FEES	8,641	8,641	CLOSED
24000011	LIBRARY	401		BYWATER SOLUTIONS, LLC	07/25/23	KOHA HOSTING AND SUPPORT	8,166	8,166	CLOSED
24000012	LIBRARY	401		CALIFA GROUP	07/25/23	EBSCO DATABASE PACKAGE	9,183	9,183	CLOSED
24000013	LIBRARY	401		OVERDRIVE, INC.	07/25/23	DIGITAL BOOKS & MATERIALS	6,800	3,500	OPEN
24000014	LIBRARY	402		CASEWERKS, LLC	07/25/23	CUSTOM LOCAL HISTORY DISPLAY CASE	14,070	14,070	CLOSED
24000015	LIBRARY	402		CHRISTINE LEONORA CROZIER	07/25/23	ART CURATION & INSTALLATION	7,750	1,470	OPEN
24000016	LIBRARY	401		VANESSA K SONNICHSEN	07/25/23	MOBILE OUTREACH VEHICLE METAL FABRICATION	9,166	9,166	CLOSED
24000034	LIBRARY	401		OVERDRIVE, INC.	08/16/23	DIGITAL BOOKS & MATERIALS	3,608	3,608	CLOSED
24000141	LIBRARY	402		CHRISTINE LEONORA CROZIER	12/18/23	INSTALL EXHIBIT PER CURATOR	6,720	6,720	CLOSED
24000173	LIBRARY	401	GRT22-01	LIBRARY IDEAS, LLC	03/07/24	SUPPLIES - LIBRARY OUTREACH VEHICLE	-	-	CLOSED
24000183	LIBRARY	402		CHRISTINE LEONORA CROZIER	03/21/24	ART CURATION & INSTALLATION	11,470	3,180	OPEN
24000187	LIBRARY	402	GRT22-01	OVERDRIVE, INC.	04/22/24	DIGITAL CONTENT USING PROJECT FUNDS (GRT22-01)	11,999	11,999	CLOSED
24000199	LIBRARY	402	GRT22-01	LIBRARY IDEAS, LLC	05/13/24	LIB BOOKS FOR OUTRCH VEH	13,348	13,348	CLOSED
24000026	POLICE	304		ENTERPRISE FM TRUST	08/02/23	POLICE DEPARTMENT LEASED VEHICLES	25,714	25,714	CLOSED
24000069	POLICE	301		MAACO COLLISION REPAIR & AUTO PAINT	10/18/23	POLICE VEHICLE REPAIR	5,552	5,552	CLOSED
24000070	POLICE	301		AT&T MOBILITY	10/24/23	DEPARTMENT CELLPHONE	25,000	22,151	OPEN
24000073	POLICE	301		VERIZON BUSINESS	10/25/23	SECURE PORT ACCESS	10,447	10,447	CLOSED
24000074	POLICE	301		VERIZON WIRELESS	10/25/23	WIRELESS MOBILE CONNECTION	8,000	5,962	OPEN
24000077	POLICE	301		MPRSRU	10/25/23	REGIONAL RESPONSE TEAM (SWAT)	5,000	5,000	CLOSED
24000082	POLICE	301		VESTIS SERVICES, LLC	10/25/23	DEPARTMENT LINEN SERVICE	8,000	7,869	OPEN
24000084	POLICE	301		SPCA OF MONTEREY COUNTY	10/30/23	COUNTY ANIMAL SHELTER FEES	15,000	12,512	OPEN
24000098	POLICE	301		MARK'S BARN AUTO BODY	11/06/23	PATROL CAR #2 REPAIR	9,375	6,990	OPEN
24000120	POLICE	301		GOGOV, INC.	11/09/23	PERMITTING MANAGEMENT SYSTEM	8,016	8,016	CLOSED
24000121	POLICE	301		IPS GROUP, INC	11/09/23	METER MAINTENANCE	10,000	10,761	**CLOSED**
24000122	POLICE	301		IPS GROUP, INC	11/09/23	METER BANK FEES	25,000	11,062	OPEN
24000123	POLICE	301		LEXIPOL LLC	11/09/23	LEXIPOL SUITE	13,000	7,068	OPEN
24000125	POLICE	301		SPEAK WRITE	11/09/23	TRANSCRIPTION SERVICES	9,128	9,128	CLOSED
24000126	POLICE	301		TRACNET CORPORATION	11/09/23	RECORDS MANAGEMENT SYSTEM	19,000	9,400	OPEN
24000129	POLICE	301		MARK'S BARN AUTO BODY	11/09/23	POLICE DEPT. UNIT 2 REPAIRS	6,990	-	OPEN
24000147	POLICE	301		ANDREA M. MORELAND	12/27/23	BACKGROUND INVESTIGATIONS	19,429	18,663	OPEN
24000172	POLICE	304		FLOCK GROUP, INC.	03/07/24	AUTOMATED LICENSE PLATE READERS	37,500	37,500	CLOSED
24000175	POLICE	304		AXON ENTERPRISE, INC	03/11/24	YR 5-FLEET 2 CAMERA SYSTEM UNLIMITED PLAN	10,383	10,383	CLOSED
24000189	POLICE	304		MARK43, INC.	05/03/24	1ST DOJ SUMBISSION AFTER GO LIVE DATE (PD RMS)	15,380	15,380	CLOSED
24000190	POLICE	304		MARK43, INC.	05/03/24	3RD YEAR PAYMENT (PD RMS)	3,336	3,336	CLOSED
24000191	POLICE	304		ZERO MOTORCYCLES INC	05/03/24	2022 ELECTRIC MOTORCYCLE	11,177	11,177	CLOSED
24000192	POLICE	304		USIQ, INC.	05/03/24	RED DOT TECHNOLOGY & EQUIPMENT	13,777	3,278	OPEN
24000193	POLICE	304		PROFORCE LAW ENFORCEMENT	05/03/24	POLICE PATROL RIFLES	7,768	-	OPEN
24000206	POLICE	301		CUBA MOBILE WINDOW TINT	06/03/24	DEPT. BUILDING WINDOW TINTING 2024	7,385	7,385	CLOSED
24000210	POLICE	301		FIELDS OUTDOOR ADVENTURES LLP	06/18/24	AMMUNITION	9,559	8,750	OPEN
24000220	POLICE	304		MARK43, INC.	08/14/24	YEAR 4 RMS FOR POLICE DEPT RECORDS MANAGEMENT SYSTEM	13,836	13,836	CLOSED
24000001	PUBLIC WORKS	503		SENTRY ALARM SYSTEMS INC.	07/06/23	FY 23/24 ALARM SERVICES	19,674	19,674	CLOSED
24000029	PUBLIC WORKS	503		LLORIN-VELASQUEZ CORPORATION	08/02/23	FY23/24 CEMETERY MARKER TRIMMING	31,800	29,150	OPEN
24000030	PUBLIC WORKS	509	CIP23-23	BEAR ELECTRICAL SOLUTIONS	08/03/23	19TH & SUNSET CROSSWALK SAFETY	29,500	29,500	CLOSED
24000035	PUBLIC WORKS	841	CIP23-13	HECTOR VARELAS	08/21/23	BATHROOM REPAIRS AT CHATAUQUA HALLL	20,394	20,394	CLOSED

24000038	PUBLIC WORKS	503		BRIAN WHITSON	08/31/23	FY23/24 JANITORIAL SERVICE - PG MUSEUM	25,545	25,545	CLOSED
24000039	PUBLIC WORKS	503		BRIAN WHITSON	08/31/23	FY23/24 CLEANING - CITY HALL	6,800	6,110	OPEN
24000042	PUBLIC WORKS	503		TOM'S SITE SERVICES	09/11/23	FY 23/24 PORTAPOTTY RENTALS - PUBLIC PARKS	4,570	4,570	CLOSED
24000049	PUBLIC WORKS	503		MY PRO DRY LLC	09/27/23	FIRE DEPT DUCT CLEANING FY24	4,650	-	OPEN
24000050	PUBLIC WORKS	841		WISS, JANNEY, ELSTNER ASSOC., INC.	09/27/23	CIP23-17 CHAUTAUQUA HALL PRESERVATION	37,250	37,248	OPEN
24000053	PUBLIC WORKS	931	CIP22-10	GHD INC.	09/28/23	GHD LOVERS POINT PIER - STRUCTURAL REVIEW	9,071	9,071	CLOSED
24000054	PUBLIC WORKS	503		GACHINA LANDSCAPE MANAGEMENT	09/28/23	FY23/24 PARK MOWING SERVICES	15,351	15,351	CLOSED
24000056	PUBLIC WORKS	508		BEAR ELECTRICAL SOLUTIONS	09/29/23	FY24 TRAFFIC SIGNAL MAINTENANCE	7,000	4,970	OPEN
24000059	PUBLIC WORKS	505		INTERSTATE TRAFFIC CNTL PROD	09/29/23	STREET PAINT FY23/24	15,503	15,503	CLOSED
24000061	PUBLIC WORKS	503	TRC23-01	ALLSTAR PAINTING & MAINT	10/03/23	ANIMAL KENNEL REPAIR - TRC23-01 STORM	9,250	9,250	CLOSED
24000062	PUBLIC WORKS	503		ALLSTAR PAINTING & MAINT	10/03/23	REC BLDG REPAIR - TREE DAMAGE	13,800	13,800	CLOSED
24000065	PUBLIC WORKS	505		STRESSCRETE	10/04/23	DOWNTOWN STREET LAMPS	16,695	16,695	CLOSED
24000066	PUBLIC WORKS	513		CREEKSIDE CENTER FOR	10/04/23	ANNUAL MONARCH SANCTUARY REPORT	10,000	11,550	**CLOSED**
24000075	PUBLIC WORKS	611		RINCON CONSULTANTS, INC	10/25/23	ARCHEO PROTOCOL - PO CARRY FORWARD	4,477	2,035	OPEN
24000080	PUBLIC WORKS	503		RENTAL DEPOT MONTEREY	10/25/23	RENTAL EQUIPMENT	13,000	10,296	OPEN
24000099	PUBLIC WORKS	503		TERMCO SPRAY TECHNOLOGY	11/06/23	B&G EQUIPMENT - SPRAYER	5,623	-	OPEN
24000100	PUBLIC WORKS	741		COMMERCIAL PUMP SERVICES INC	11/06/23	LOCAL WATER PROJECT EQUIPMENT	9,269	-	OPEN
24000101	PUBLIC WORKS	612		ALBION ENVIRONNMENTAL, INC.	11/06/23	ARCHEO MONITORING - FY22/23 STREET REHAB	12,604	760	OPEN
24000102	PUBLIC WORKS	503		MY PRO DRY LLC	11/06/23	CITY HALL VENT CLEANING	6,000	-	OPEN
24000110	PUBLIC WORKS	461	CIP21-05	CALIFORNIA JPIA	11/06/23	ADA TRANSITION PLAN	25,500	25,500	CLOSED
24000111	PUBLIC WORKS	611	CIP21-05	MONTEREY PENINSULA ENGINEERING,INC.	11/06/23	EMERGENCY SEWER WORK AT 225 GROVE ACRE	-	-	CLOSED
24000113	PUBLIC WORKS	611		CALIFORNIA MARINE SANCTUARY FOUND.	11/06/23	ANNUAL WATER QUALITY MONITORING FY23/24	12,425	6,700	OPEN
24000114	PUBLIC WORKS	503		CALNON PAINTING	11/06/23	FIRE STATION PAINTING	6,875	6,875	CLOSED
24000115	PUBLIC WORKS	503		CALNON PAINTING	11/06/23	CHAUTAUQUA HALL BELL TOWER MAINTENANCE	5,175	-	OPEN
24000116	PUBLIC WORKS	503		REPUBLIC ELEVATOR, INC.	11/06/23	ELEVATOR INSPECTIONS - QUARTERLY	8,200	4,094	OPEN
24000117	PUBLIC WORKS	631	CIP24-05	TOPE'S TREE SERVICE	11/06/23	GEORGE WASH. PARK TREE WORK CIP24-05	9,860	9,860	CLOSED
24000118	PUBLIC WORKS	611		NEILL ENGINEERS CORP.	11/06/23	NEIL ENGINEERS RETAINER (ADMIN ENG.)	12,000	12,000	CLOSED
24000119	PUBLIC WORKS	611		RINCON CONSULTANTS, INC	11/06/23	ARCHAEOLOGICAL & TRIBAL COMPLIANCE	7,921	6,996	OPEN
24000127	PUBLIC WORKS	631	CIP18-46	MONTEREY PENINSULA ENGINEERING,INC.	11/09/23	POINT PINOS COASTAL TRAIL PROJECT	37,953	14,250	OPEN
24000130	PUBLIC WORKS	841	CIP23-18	CHRISTOPHER DINNER HEATING INC	11/09/23	SHEET METAL REPLACEMENT - CH ROOF REPAIR (CIP23-18)	14,920	14,920	CLOSED
24000131	PUBLIC WORKS	503		MONTEREY BAY PEST CONTROL, INC.	11/13/23	ANNUAL PEST CONTROL SERVICES	11,660	11,965	**CLOSED**
24000132	PUBLIC WORKS	611		MONTEREY PENINSULA ENGINEERING,INC.	11/14/23	EMERGENCY SEWER WORK AT 225 GROVE ACRE	21,588	21,588	CLOSED
24000135	PUBLIC WORKS	631	CIP24-06	4LEAF	11/15/23	OUTDOOR DINING - LIGHTHOUSE	37,500	1,540	OPEN
24000137	PUBLIC WORKS	503		TOM'S SITE SERVICES	11/29/23	FY 23/24 PORTAPOTTY RENTALS - LABOR DAY	4,284	4,284	CLOSED
24000144	PUBLIC WORKS	841	CIP23-18	COASTAL ROOFING AND SOLAR	12/21/23	CITY HALL ROOF REPAIR (CIP23-18)	16,646	16,646	CLOSED
24000145	PUBLIC WORKS	501		DENISE DUFFY & ASSOCIATES, INC.	12/21/23	CRESPI POND BIOLOGICAL ASSESSMENT	5,448	5,448	CLOSED
24000148	PUBLIC WORKS	505		KATHY'S LIFT TRUCK & LIGHTING SVC.	12/27/23	LIGHTPOLE REPLACEMENT AT SINEX AND FOREST	22,500	22,500	CLOSED
24000149	PUBLIC WORKS	611		STATE WATER RESOURCES CONTROL BOARD	12/27/23	ANNUAL STATE PERMITS & FEES - SEWER OPERATIONS	22,000	18,100	OPEN
24000150	PUBLIC WORKS	505		BEAR ELECTRICAL SOLUTIONS	12/27/23	LOVERS POINT LIGHT REPAIR	9,995	9,995	CLOSED
24000153	PUBLIC WORKS	621		PRO FORMA ADVISORS LLC	01/12/24	GOLF COURSE ASSESSMENT	25,000	21,929	OPEN
24000154	PUBLIC WORKS	601		JENSEN ENTERPRISES INC	01/12/24	BURIAL VAULT ASSEMBLY	6,916	6,916	CLOSED
24000156	PUBLIC WORKS	501	TRC23-01	DENISE DUFFY & ASSOCIATES, INC.	01/14/24	GREAT TIDE POOL SITE RECONSTRUCTION - ENG. (TRC23-01)	-	-	CLOSED
24000164	PUBLIC WORKS	505		ALFREDOS CONCRETE	02/11/24	ADA RAMP AT 226 LOBOS & SHORT	17,672	17,672	CLOSED
24000165	PUBLIC WORKS	611		CALIFORNIA MARINE SANCTUARY FOUND.	02/11/24	E9C WATER QUALITY MONITORING (JUNE-NOV)	8,762	8,762	CLOSED
24000166	PUBLIC WORKS	503		COASTAL FABRICATION COMPANY, INC	02/11/24	ALUMINUM BENCH SUPPORT LEGS FOR MEMORIAL BENCHES	5,587	5,587	CLOSED
24000168	PUBLIC WORKS	505		MONTEREY REGIONAL WASTE MGMT DIST.	02/11/24	SB1383 IMPLEMENTATION ACTIVITIES	27,531	27,531	CLOSED
24000169	PUBLIC WORKS	611		MONTEREY ONE WATER - MONTEREY	02/11/24	FAT, OIL, & GREASE INSPECTIONS	15,000	10,451	OPEN
24000170	PUBLIC WORKS	503		REPUBLIC ELEVATOR, INC.	02/11/24	YOUTH CENTER ELEVATOR REPAIR	13,534	13,534	CLOSED
24000174	PUBLIC WORKS	503		GRANITE ROCK COMPANY	03/11/24	SAND FOR THE VOLLEYBALL COURTS	8,394	5,674	OPEN
24000177	PUBLIC WORKS	841	CIP23-10	CHRISTOPHER DINNER HEATING INC	03/12/24	FIRE STATION ROOF REPAIR 23-10	14,310	14,310	CLOSED
24000179	PUBLIC WORKS	503		COAST COUNTIES GLASS, INC	03/21/24	DOOR REPLACEMENT- THE GRILL @ GOLF	8,767	-	OPEN

24000180	PUBLIC WORKS	503		GACHINA LANDSCAPE MANAGEMENT	03/21/24	2024 GOPHER AND MOLE CONTROL AT CITY	7,692	2,544	OPEN
24000181	PUBLIC WORKS	611		MONTEREY PENINSULA ENGINEERING,INC.	03/21/24	EMERGENCY SEWER WORK - 1112 RIPPLE	14,000	14,000	CLOSED
24000182	PUBLIC WORKS	503		GREG PATTERSON	03/21/24	PW GATE REPAIR	5,860	4,893	OPEN
24000185	PUBLIC WORKS	503		CALNON PAINTING	04/19/24	BELL TOWER REPAIRS	5,175	5,175	CLOSED
24000194	PUBLIC WORKS	503		WATSONVILLE FORD	05/08/24	PW TRANSIT CONNECT	37,252	37,252	CLOSED
24000197	PUBLIC WORKS	611		MONTEREY PENINSULA ENGINEERING,INC.	05/10/24	EMEREGENCY SEWER WORK - 525 BEAUMONT	12,312	12,312	CLOSED
24000198	PUBLIC WORKS	513		RUSSELL AURIA PEST CONTRAL SERV.	05/13/24	TREE FEEDING	5,525	5,525	CLOSED
24000200	PUBLIC WORKS	508		DAVE'S REPAIR SERVICE	05/20/24	FUEL SYSTEM READER AND SCREEN REPAIR	6,200	6,200	CLOSED
24000201	PUBLIC WORKS	503		GREEN VALLEY LANDSCAPING, INC.	05/20/24	PERKINS PARK WEEDING	20,500	20,500	CLOSED
24000203	PUBLIC WORKS	505		PBM SUPPLY & MFG INC	05/20/24	SPRAYER	8,139	8,182	**CLOSED**
24000205	PUBLIC WORKS	503		ADEPT ELECTRICAL SERVICES, INC.	05/21/24	FIX LIBRARY CEILING LIGHTS	5,389	5,389	CLOSED
24000208	PUBLIC WORKS	501		DENISE DUFFY & ASSOCIATES, INC.	06/03/24	GWP BIOLOGICAL ASSESSMENT	34,989	7,020	OPEN
24000209	PUBLIC WORKS	501		GREEN FIELDS FALCONRY	06/18/24	GULL ABATEMENT FY23/24	24,692	24,692	CLOSED
24000215	PUBLIC WORKS	631	TRC21-02	DAY ELECTRIC INC.	07/29/24	PW GENERATOR (TRC21-02)	39,165	39,165	CLOSED
24000218	PUBLIC WORKS	501		BUREAU VERITAS TECHNICAL ASSESSMENT	08/12/24	REC	26,887	17,717	OPEN
24000222	PUBLIC WORKS	505		GARDENLAND POWER EQUIPMENT	08/20/24	REPLACE MOWER	5,301	5,301	CLOSED
24000223	PUBLIC WORKS	503		QUINN COMPANY	08/27/24	MOWER RENTAL 5/13-5/28/24	8,903	8,903	CLOSED
24000093	RECREATION	421		REPUBLIC ELEVATOR, INC.	11/06/23	ELEVATOR REPAIRS AT YOUTH CENTER	10,511	7,405	OPEN
24000162	RECREATION	421		BSN SPORTS LLC	01/29/24	SPORTS PROGRAM EQUIPMENT	8,000	1,324	OPEN

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: September 18, 2024

SUBJECT: Fourth Quarter FY 23/24 Capital Project Report & Update

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

RECOMMENDATION

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

DISCUSSION

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

Out of the 33 Capital Improvement Plan projects, 21 have been successfully completed. An additional 7 projects are currently in the "Construction/Work in Progress Phase" and are showing significant progress.

As of June 30, 2024, approximately 49% of the FY 22/23 CIP Project carry forwards are complete through the end of the Fourth Quarter FY 23/24.

While the financial report shows that 33% of the total collective CIP budgeted funds have been expended, this figure does not fully reflect the true progress of the CIP program or the individual projects. This expenditure figure is influenced by a few large-scale, multi-million dollar, multi-year projects. Despite significant progress, these multi-year projects are more complex due to their scale, with expenditures expected to ramp up over time as engineering and design phases advance and construction commences.

OPTIONS

N/A - This is informational only.

FINANCIAL IMPACT:

There is no financial impact associated with receiving this report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Q4 CIP Report

Capital Improvement Project Budget Report

Fourth Quarter - Fiscal Year 23/24

Project	Fund Name	Fund	Division	Account	Project Name	Status	Adopted Budget	Amended Budget	Expenditures as of 6/30/2024
CIP18-46	Capital Improvement	63		6021	Tide Pool & Point Pinos	Substantially Complete	$ -	*$ 35,902*	*$ 26,121*
CIP18-46 Total								***$ 35,902***	***$ 26,121***
CIP20-13	Sewer	76		6051	Main Sewer Line Improvement	Complete	$ -	$ 19,807	$ -
CIP20-13 Total								**$ 19,807**	**$ -**
CIP21-05	Strong Disbursement	46		6021	ADA Compliance Assessment & Transition Plan	Complete	$ -	$ 26,550	$ 25,500
CIP21-05 Total								**$ 26,550**	**$ 25,500**
CIP22-03	Sewer	76		6051	Phase 9 Sewer Improvements	Complete	$ -	$ 997,387	$ 717,533
CIP22-03 Total								**$ 997,387**	**$ 717,533**
CIP22-10	Koo Estate Donation	93		6031	Lovers' Point Pier Repair	FY 23-24 Scope of Work Complete	$ -	$ 1,196	$ 9,071
CIP22-10 Total								**$ 1,196**	**$ 9,071**
CIP22-13	ARPA	84		6041	Backstop Replacement Municipal Ball Park	Complete	$ -	$ 25,736	$ 25,736
CIP22-13	McIndoo Donation	92		6031	Backstop Replacement Municipal Ball Park	Complete	$ -	$ 17,387	$ 17,387
CIP22-13	Koo Estate Donation	93		6031	Backstop Replacement Municipal Ball Park	Complete	$ -	$ 7,000	$ 4,808
CIP22-13	Capital Improvement	63		6021	Backstop Replacement Municipal Ball Park	Complete	$ -	$ 96,000	$ 90,254
CIP22-13 Total								**$ 146,123**	**$ 138,185**
CIP22-21	ARPA	84		6031	GW Park Playground & ADA Compliant Playground	Complete	$ -	$ 25,000	$ 151
CIP22-21 Total								**$ 25,000**	**$ 151**
CIP23-01	Local Streets and Roads	17		6041	FY 22/23 Street Rehabilitation Project	Complete	$ -	$ 780,350	$ 744,284
CIP23-01	RMRA SB1	47		6041	FY 22/23 Street Rehabilitation Project	Complete	$ -	$ 74,923	$ 74,923
CIP23-01	Sewer	76		6051	FY 22/23 Street Rehabilitation Project	Complete	$ -	$ 106,529	$ 107,197
CIP23-01 Total								**$ 961,802**	**$ 926,404**
CIP23-02	Local Streets and Roads	17		6041	FY 22/23 Crack & Slurry Seal	Complete	$ -	$ 39,330	$ 39,330
CIP23-02	RMRA SB1	47		6041	FY 22/23 Crack & Slurry Seal	Complete	$ -	$ 28,519	$ 28,519
CIP23-02 Total								**$ 67,849**	**$ 67,849**
CIP23-03	RSTP (TAMC)	20		6041	Cedar, Sunset, & Congress Intersection	Construction/Work in Progress	$ -	$ 1,000,000	$ 349,144
CIP23-03 Total								**$ 1,000,000**	**$ 349,144**
CIP23-04	Local Streets and Roads	17		6041	David Ave Street Rehabilitation	Project Development	$ -	$ 266,157	$ 14,667
CIP23-04	Sewer	76		6041	David Ave Street Rehab	Project Development	$ -	$ 156,000	$ -
CIP23-04 Total								**$ 422,157**	**$ 14,667**
CIP23-05	Lighthouse	27		6021	Point Pinos Lighthouse Roof Repair	Bids/RFP	$ -	$ 57,950	$ -
CIP23-05 Total								**$ 57,950**	**$ -**
CIP23-06	Sewer	76		6051	Pump Station Replacement	FY 23-24 Scope of Work Complete	$ -	$ 109,837	$ 86,933
CIP23-06 Total								**$ 109,837**	**$ 86,933**
CIP23-07	Museum Improvement	08	412	6021	Museum Mezzanine Upgrades	Complete	$ -	$ 75,000	$ -
CIP23-07 Total								**$ 75,000**	**$ -**
CIP23-08	Museum Improvement	08	412	6021	Museum Basement Moisture Control	Construction/Work in Progress	$ -	$ 38,800	$ -
CIP23-08 Total								**$ 38,800**	**$ -**
CIP23-09	Gas Tax	18		6041	Street Sign Upgrades	Complete	$ -	$ 799	$ 799
CIP23-09 Total								**$ 799**	**$ 799**
CIP23-10	ARPA	84		6021	Fire Station Roof Repair	Construction/Work in Progress	$ -	$ 26,200	$ 27,736
CIP23-10 Total								**$ 26,200**	**$ 27,736**
CIP23-12	ARPA	84		6021	Fire Dept. Bathroom & Shower Remodel	Construction/Work in Progress	$ -	$ 153,550	$ 635
CIP23-12 Total								**$ 153,550**	**$ 635**
CIP23-13	ARPA	84		6021	Chautauqua Hall Bathroom Repairs	Complete	$ -	$ 24,072	$ 24,072
CIP23-13 Total								**$ 24,072**	**$ 24,072**
CIP23-15	ARPA	84		6021	Crespi Pond Bathroom Remodel/Repairs	Defunded	$ -	$ 4,451	$ 4,451
CIP23-15 Total								**$ 4,451**	**$ 4,451**
CIP23-16	ARPA	84		6041	Safety Lighting at Robert Down Elementary	Complete	$ -	$ 4,710	$ 4,710
CIP23-16 Total								**$ 4,710**	**$ 4,710**
CIP23-17	ARPA	84		6021	Chautauqua Hall Preservation Plan	Complete	$ -	$ 38,000	$ 37,248
CIP23-17 Total								**$ 38,000**	**$ 37,248**
CIP23-18	ARPA	84		6021	City Hall Roof Repair	Complete	$ -	$ 49,722	$ 31,612
CIP23-18 Total								**$ 49,722**	**$ 31,612**
CIP23-21	ARPA	84		6041	David Ave Sidewalk	Bids/RFPs	$ -	$ 625,080	$ 28,435
CIP23-21 Total								**$ 625,080**	**$ 28,435**
CIP23-22	ARPA	84		6031	Recreation Board's Park Inventory	Project Development	$ -	$ 15,000	$ -
CIP23-22 Total								**$ 15,000**	**$ -**
CIP23-23	RSTP (TAMC)	20		6041	Flashing Beacon 19th & Sunset	Complete	$ -	$ 29,500	$ 29,500
CIP23-23 Total								**$ 29,500**	**$ 29,500**
TRC21-02	Capital Improvement	63		6021	PW Fire and Reconstruction	Complete	$ -	$ 371,652	$ 67,563
TRC21-02 Total								**$ 371,652**	**$ 67,563**
CIP24-01	Local Streets and Roads	17		6041	FY23/24 Street Rehabilitation Project	Construction/Work in Progress	$ 536,088	$ 536,088	$ -
CIP24-01	RMRA SB1	47		6041	FY23/24 Street Rehabilitation Project	Construction/Work in Progress	$ 505,049	$ 505,049	$ -
CIP24-01	Capital Improvement	63		6041	FY23/24 Street Rehabilitation Project	Construction/Work in Progress	$ 300,000	$ 300,000	$ 87,045
CIP24-01	Sewer	76		6051	FY23/24 Street Rehabilitation Project	Construction/Work in Progress	$ 300,000	$ 600,000	$ 33,777
CIP24-01 Total							**$ 1,641,137**	**$ 1,941,137**	**$ 120,822**
CIP24-02	Local Streets and Roads	17		6041	FY23/24 Crack & Slurry Seal Project	Complete	$ 150,000	$ 185,000	$ 143,495
CIP24-02	Capital Improvement	63		6041	FY23/24 Crack & Slurry Seal Project	Complete	$ 200,000	$ 200,000	$ 202,046
CIP24-02	ARPA	84		6041	FY23/24 Crack & Slurry Seal Project	Complete		$ 15,290	$ 14,400
CIP24-02 Total							**$ 350,000**	**$ 400,290**	**$ 359,941**
CIP24-03	Capital Improvement	63		6054	Priority Stormwater Repair Project on Syida Dr	Project Development	$ 100,000	$ 100,000	$ 4,077
CIP24-03 Total							**$ 100,000**	**$ 100,000**	**$ 4,077**
CIP24-04	Sewer	76		6051	Sewer Collection System Master Plan Projects 1,6 & 9	Construction/Work in Progress	$ 1,800,000	$ 1,800,000	$ 42,396
CIP24-04 Total							**$ 1,800,000**	**$ 1,800,000**	**$ 42,396**
CIP24-05	Capital Improvement	63		6031	George Washington Park (GWP) Enhancement Project	Construction/Work in Progress	$ 50,000	$ 131,952	$ 11,060
CIP24-05 Total							**$ 50,000**	**$ 131,952**	**$ 11,060**
CIP24-06	Capital Improvement	63		6041	Design of Sidewalk Extension for Outside Dining Uses	Complete	$ 50,000	$ 50,000	$ 40,264
CIP24-06 Total							**$ 50,000**	**$ 50,000**	**$ 40,264**
						Grand Total:	**$ 3,991,137**	**$ 9,751,475**	**$ 3,196,880**

Percentage Expended - Projects from Prior Year: ***49%***

Combined Percentage Expended: ***33%***

General Fund Projects Completed: ***41%***

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Joe Amelio, Councilmember

MEETING DATE: September 18, 2024

SUBJECT: Monterey-Salinas Transit Minutes of July 8 and August 19, 2024.

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

RECOMMENDATION

Receive minutes.

Attachments

MST minutes 7-8-24

MST minutes 8-19-24

MEETING OF THE MST BOARD OF DIRECTORS

Meeting Minutes
July 8, 2024
10:00 am (Pacific)

Present:	Mary Ann Carbone, Chair (Zoom)	City of Sand City
	Lorraine Worthy, Vice Chair	City of Gonzales
	Jeff Baron	City of Carmel-by-the-Sea
	Kim Shirley	City of Del Rey Oaks
	Liesbeth Visscher	City of Marina
	Ed Smith	City of Monterey
	Dave Pacheco	City of Seaside
	Anna Velazquez	City of Soledad
	Wendy Root-Askew	County of Monterey
Absent:	Joe Amelio	City of Pacific Grove
	Tony Barrera	City of Salinas
	Ariana Rodriguez	City of Greenfield
	Mike LeBarre	City of King
Counsel:	Michael D. Laredo	De Lay & Laredo
Staff:	Carl Sedoryk	General Manager/CEO
	Lisa Rheinheimer	Deputy CEO
	Kelly Halcon	Chief Human Resources Officer
	Michael Kohlman	Chief Information Officer
	Michelle Overmeyer	Director of Planning and Innovation
	Jeanette Alegar-Rocha	Deputy Secretary/Clerk to the Board
	Andrea Williams	Finance Manager
	Beronica Carriedo	C/S & Community Relations Supervisor
	Christine Church	Communications Supervisor
	Cristy Sugabo	Mobility Manager
	Daniel Bruno	Scheduling Assistant
	Dave Bielsker	Transit Scheduler
	Elena Grigorichina	Operations Specialist
	Emma Patel	Planning Manager
	Ezequiel Rebollar	IT System Engineer
	Ikuyo Yoneda-Lopez	Marketing & Communications Manager
	Jacob Huggins	IT Specialist

	Jose Sanchez Barajas	Communications Systems Specialist
	Kevin Allshouse	Contract Transportation Manager
	Marzette Henderson	Transportation Manager
	Natalie Flores	Associate Planner
	Paul Lopez	Facilities Manager
	Scott Taylor	IT Manager
	Daniel Rodriguez	Customer Service Representative
	Ursulla Scardina	Communications Specialist
	Vince Dang	Project Management Coordinator
Public:	Shannon Rose	Member of the Public
	Karen Helms	Member of the Public
	Helen Chandler	Member of the Public
	Dick Stevens	Member of the Public
	Huei Villa	Member of the Public
	David Cox	MV Transportation
	Chris Duymich	AMBAG
	Javier Gomez	Monterey County Board of Supervisors

1. CALL TO ORDER

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

1-2. Pledge of Allegiance.

Chair Carbone called the meeting to order at 10:02 a.m. Roll call was taken and a quorum was established. Director Pacheco led the pledge of allegiance.

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

Carl Sedoryk reviewed the highlights of the agenda.

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

3. CONSENT AGENDA

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

3-1. Adopt Resolution 2025-01 Recognizing Barry Lee, Operations Supervisor as Employee of the Month for July 2024. (Marzette Henderson) (Page 7)

3-2. Approve Minutes of the MST Board Meeting on June 10, 2024. (Jeanette Alegar-Rocha) (Page 9)

3-3. Receive Draft Minutes of the MST Board Operations Performance Committee Meeting on June 10, 2024. (Jeanette Alegar-Rocha) (Page 17)

3-4. Receive Report on Lost and Found Items Left on MST Property for the Month of February 2024. (Beronica Carriedo) (Page 21)

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

3-6. Receive FY 2025-2026 MST Committee Assignments. (Carl Sedoryk) (Page 37)

3-7. Adopt Resolution 2025-02 in Appreciation for MST Leadership Anna Velazquez. (Carl Sedoryk) (Page 39)

3-8 Hydrogen Upgrades and Microgrid Design. (Norman Tuitavuki) (Page 41)
a) Direct Staff to Amend the Approved FY 2025 Capital Improvement Program to Include the Hydrogen Upgrade and Microgrid Design Project and the Associated Grant Funding in the Amount of $2,810,220, and
b) Authorize the General Manager/CEO, or Their Designee to Enter into a Contract with Kimley-Horn and Associates for Hydrogen Upgrades and Microgrid Design for a Total Cost not to Exceed $839,172.

3-9. Receive Draft Minutes of the Mobility Advisory Committee Held on May 29, 2024. (Ruben Gomez) (Page 43)

3-10. Appoint Aimee Fuller-Cuda to the Mobility Advisory Committee for a 3-year Term. (Cristy Sugabo) (Page 47)

3-11. Receive Schedule of Actions for Issuing a Request for Proposals (RFP) and Awarding a Contract for MST's Paratransit, On Call, and Other Fixed-Route Public Transit Services. (Norman Tuitavuki) (Page 51)

3-12. Authorize the General Manager/CEO, or Their Designee to Enter into a Contract with the Don Chapin Company, Inc. for Construction on the South County Circulator Bus Stops in the Cities of Gonzales and Soledad in an Amount not to Exceed $567,676. (Steven Bruno/Vince Dang) (Page 55)

3-13. Reject Claim by the Claimant Alejandro Airada. (Jarred Augusta) (Page 57)

There were no public comments on the Consent Agenda.

Director Velazquez had a question on agenda item 3-12 regarding the coordination of project implementation timelines for the bus stops in the City of Soledad and Gonzales and the construction of the community center in Gonzales.

Vince Dang provided an update that he is coordinating with the City of Gonzales public works director Patrick Dobbins for the community center and the on call engineer for the City of Soledad.

Director Velazquez asked to coordinate a meeting to ensure that there are no further delays.

On a motion by Director Worthy, seconded by Director Pacheco and carried by the following roll call vote, the Board approved all items on the Consent Agenda:

AYES:	**9**	**Baron, Carbone, Pacheco, Root-Askew, Shirley, Smith, Velazquez, Visscher, Worthy**
NOES:	**0**	
ABSENT:	**4**	**Amelio, Barrera, LeBarre, Rodriguez**
ABSTAIN:	**0**	
RECUSE:	**0**	

4. PUBLIC HEARINGS

None.

5. ACTION ITEMS

5-1. Receive Update on the SURF! Busway and Bus Rapid Transit Project. (Lisa Rheinheimer) (Page 59)

The MST Board received an update on the SURF! Busway and Bus Rapid Transit Project. The main updates reviewed were related to permitting activities.

There were no public comments on 5-1.

5-2. Adopt MST's Storage, Distribution and Administration of Naloxone (Narcan) Policy. (Kelly Halcon) (Page 67)

Huei Villa, a member of the public, commented that administrating medication of any kind should be by medical personnel.

On a motion by Director Velazquez, seconded by Director Smith and carried by the following roll call vote, the Board approved item 5-2:

AYES:	**9**	**Baron, Carbone, Pacheco, Root-Askew, Shirley, Smith, Velazquez, Visscher, Worthy**
NOES:	**0**	
ABSENT:	**4**	**Amelio, Barrera, LeBarre, Rodriguez**
ABSTAIN:	**0**	
RECUSE:	**0**	

5-3. Adopt MST's Workplace Violence Prevention Plan and Policy. (Kelly Halcon)

There were no public comments on 5-3.

Director Smith left the meeting at 10:39 a.m.

On a motion by Director Velazquez, seconded by Director Worthy and carried by the following roll call vote, the Board approved item 5-3:

AYES:	**8**	**Baron, Carbone, Pacheco, Root-Askew, Shirley, Velazquez, Visscher, Worthy**
NOES:	**0**	
ABSENT:	**5**	**Amelio, Barrera, LeBarre, Rodriguez, Smith**
ABSTAIN:	**0**	
RECUSE:	**0**	

6. RECOGNITIONS AND SPECIAL PRESENTATIONS10:39 A.M.

6-1. July 2024 Employee of the Month – Barry Lee, Operations Supervisor. (Marzette Henderson)

The MST Board recognized Barry Lee as the June 2024 Employee of the Month for his outstanding contribution to MST and the entire community.

6-2. 25-Year MST Service Recognition of Steven Alexander, Coach Operator. (Marzette Henderson)

6-3. 25-Year MST Service Recognition of Rex Sacayanan, Coach Operator. (Marzette Henderson)

The MST Board recognized Steven Alexander and Rex Sacayanan for their 25 Years of Service and for their outstanding contribution to MST and the entire community.

6-4. Staff Appreciation and Recognition for MST National Safety Month BBQ Events. (Carl Sedoryk)

The MST Board recognized staff for their participation in National Safety Month and the MST BBQ events.

6-5. Appreciation for MST Leadership Anna Velazquez. (Carl Sedoryk)

The MST Board adopted Resolution 2025-02 in appreciation for MST leadership by Director Anna Velazquez and thanked her for the many

achievements she made as Chair of the MST Board of Directors from July 2022 – June 2024.

7. REPORTS & INFORMATION ITEMS

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

7-1. General Manager/CEO Monthly Report – May 2024 (Page 83)
   a. East Garrison HOA Memo (Michelle Overmeyer)

The MST Board received information on the existing transit funding responsibilities for the East Garrison Homeowners' Association (HOA).

Public comments from residents of East Garrison, Shannon Rose, Helen Chandler, and Dick Stevens were received by the MST Board regarding concerns of an HOA fee agreement made between the County of Monterey and the East Garrison housing developer.

   b. York Student MST Ridership Memo (Emma Patel)

The MST Board received a report on MST youth and college ridership conducted by a York School student.

7-2. Federal Legislative Advocacy Report (Page 99)

7-3. State Legislative Advocacy Update (Page 101)

7-4. Staff Trip Reports – (Pages 109-113)

7-5. Correspondence – (Pages 115-121)

8. BOARD REPORTS, COMMENTS, AND REFERRALS

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

8-2. Board Member Comments and Announcements.
   a. APTA TRANSForm Conference & EXPO, September 29 through October 2, 2024, in Anaheim, CA. Early Registration Fee deadline is August 16, 2024.

8-3. Board Member Referrals for Future Agendas.

Director Velazquez asked that the Board set a goal to establish a code of conduct for Board members.

Chair Carbone will appoint an ad hoc committee to begin the discussion.

9. ATTACHMENTS

9-1. The May 2024 Monthly Report can be viewed online at http://mst.org/about-mst/board-of-directors/board-meetings/

10. CLOSED SESSION

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

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

None.

11. ADJOURN

With no further business to discuss, Chair Carbone adjourned the meeting at 11:31 a.m. (Pacific).

Prepared by: _____
Jeanette Alegar-Rocha
Deputy Secretary/Clerk to the Board

Reviewed by: _____
Carl G. Sedoryk
General Manager/CEO

MEETING OF THE MST BOARD OF DIRECTORS

Meeting Minutes
August 19, 2024
10:00 am (Pacific)

Present:	Mary Ann Carbone, Chair	City of Sand City
	Lorraine Worthy, Vice Chair	City of Gonzales
	Jeff Baron	City of Carmel-by-the-Sea
	Kim Shirley	City of Del Rey Oaks
	Ariana Rodriguez	City of Greenfield
	Mike LeBarre	City of King
	Liesbeth Visscher	City of Marina
	Ed Smith	City of Monterey
	Joe Amelio	City of Pacific Grove
	Tony Barrera	City of Salinas
	Luis Alejo	County of Monterey
Absent:	Dave Pacheco	City of Seaside
	Anna Velazquez	City of Soledad
Counsel:	Michael D. Laredo	De Lay & Laredo
Staff:	Carl Sedoryk	General Manager/CEO
	Lisa Rheinheimer	Deputy CEO
	Kelly Halcon	Chief Human Resources Officer
	Michael Kohlman	Chief Information Officer
	Michelle Overmeyer	Director of Planning and Innovation
	Jeanette Alegar-Rocha	Deputy Secretary/Clerk to the Board
	Andrea Williams	Finance Manager
	Beronica Carriedo	C/S & Community Relations Supervisor
	Ezequiel Rebollar	IT System Engineer
	Ikuyo Yoneda-Lopez	Marketing & Communications Manager
	Jacob Huggins	IT Specialist
	Kevin Allshouse	Contract Transportation Manager
	Marzette Henderson	Transportation Manager
	Scott Taylor	IT Manager
	Ursulla Scardina	Communications Specialist
Public:	Todd Muck	Executive Director, TAMC
	Michael Pimentel	SYSAL
	Matt Robinson	SYSAL

Linda Gonzales	Monterey County Board of Supervisors
Jasmine Mejia Cortez	Monterey County Board of Supervisors
Michael Salerno	Keep Fort Ord Wild (KFOW)
Molly Erickson	Attorney for KFOW
Walt Dennings	Public
Liz Gerrity	Public

1. CALL TO ORDER

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

1-2. Pledge of Allegiance.

Chair Carbone called the meeting to order at 10:01 a.m. Roll call was taken and a quorum was established. Director Barrera led the pledge of allegiance.

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

There were no public comments.

3. ACTION ITEMS

3-1. Receive Status of Negotiations for Approval of a SURF! Busway and Bus Rapid Transit Project Coastal Development Permit (CDP), Provide Direction, and Authorize the General Manager/CEO or Their Designee to Execute Required Agreements. (Carl Sedoryk/Lisa Rheinheimer)

Director Mike LeBarre arrived at 10:32 a.m.

The MST Board received a status update on negotiations for approval of a Coastal Development Permit (CDP) for the SURF! Busway and Bus Rapid Transit Project from Carl Sedoryk.

Board comments were received from Directors Smith, Visscher, Baron, and Shirley.

Public comment was made by Molly Erikson on behalf of Keep Fort Ord Wild stating that the items discussed in the meeting were not provided to the public and KFOW opposes the project.

On a motion by Director Alejo, seconded by Director LeBarre and carried by the following roll call vote, the Board provided direction to correct the administrative record, continue negotiations with the Coastal Commission staff, and to report back in September:

AYES:	**11**	**Alejo, Amelio, Barrera, Baron, Carbone, LeBarre, Rodriguez, Shirley, Smith, Visscher, Worthy**

NOES: 0
ABSENT: 2 Pacheco, Velazquez
ABSTAIN: 0
RECUSE: 0

4. ADJOURN

With no further business to discuss, Chair Carbone adjourned the meeting at 11:26 a.m. (Pacific).

Prepared by: _____ Reviewed by: _____

Jeanette Alegar-Rocha
Deputy Secretary/Clerk to the Board

Carl G. Sedoryk
General Manager/CEO

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Sandra Kandell, City Clerk
MEETING DATE:	September 18, 2024
SUBJECT:	City Support of League of California Cities' Resolution at Annual Conference
CEQA:	Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Support the resolution offered for consideration at the League of California Cities' Annual Conference.
2. Direct the City of Pacific Grove (City) Delegate to vote in favor of the resolution during the Conference General Assembly.
3. Alternatively, discuss and take other action related to this item.

DISCUSSION

The Annual Conference of the League of California Cities will be held on October 16-18, 2024. At the August 7, 2024 City Council Meeting, Mayor Pro Tem Smith was selected to serve as primary delegate for the Conference General Assembly. Council did not opt to appoint an alternate.

The Conference General Assembly will convene on Friday, October 18, 2024, at 8:30 a.m., to consider the resolution that has been brought forward:

Resolution 1 – **RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR THE CALIFORNIA LEGISLATURE TO ENACT LAWS THAT ENSURE THAT "WHAT APPLIES TO ONE, APPLIES TO ALL" IN THE FAIR AND EQUAL TREATMENT OF ALL GOVERNMENTAL OFFICIALS AT ALL LEVELS IN THE STATE OF CALIFORNIA**

The Annual Conference Resolution Packet containing details regarding the resolution is included here for reference as an attachment to this agenda report.

Should the City Council provide no direction regarding the resolution, the City delegate will vote as recommended by the League. The League's position will be determined through a policy committee review and vote at the conference, which will take place prior to the convening of the General Assembly. The delegate will also have the ability to vote in an alternative manner, based upon their own good judgment, if overriding information to the contrary is presented between the time of the City Council's direction, and the convening of the General Assembly.

OPTIONS
Provide alternate direction.

FINANCIAL IMPACT:
There is no fiscal impact.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Cal Cities 2024 Resolution Packet

LEAGUE OF CALIFORNIA CITIES

2023-2024 CAL CITIES OFFICERS

President
Daniel T. Parra
Mayor
Fowler

First Vice President
Lynne Kennedy
Mayor Pro Tem,
Rancho Cucamonga

Second Vice President
Gabe Quinto
Council Member,
El Cerrito

Immediate Past President
Ali Sajjad Taj
Mayor Pro Tem,
Artesia

Executive Director and CEO
Carolyn M. Coleman

August 28, 2024

TO: Mayors, Council Members, City Managers, and City Clerks

RE: Cal Cities 2024 Resolution Packet

Sixty days before the Cal Cities Annual Conference and Expo, Cal Cities members may submit resolutions on issues of importance to cities. This year, Cal Cities received one resolution by the Aug. 17 deadline.

The attached packet contains the proposed resolution, supporting letters from city officials, and an analysis of the resolution by Cal Cities. The packet includes detailed information on the resolution process.

We encourage each city council to consider the resolution and determine a city position so your voting delegate can represent your city's position on the resolution.

Voting Delegates: City councils must appoint a voting delegate to vote during the General Assembly. Each city may also appoint up to two alternate delegates. If your city has not already done so, please appoint your voting delegate by Sept. 25. The voting delegate packet contains more information.

The Cal Cities 2024 General Assembly will be held Oct. 18 at 8:30 a.m. in the Long Beach Convention Center during the Annual Conference and Expo.

For questions about resolutions, voting delegates, or the General Assembly, please contact Zach Seals.

LEAGUE OF CALIFORNIA CITIES

2024 Resolutions Packet

Information on 2024 Resolutions Process

Consideration by Policy Committee (pre-conference)
Per the Cal Cities bylaws, the Cal Cities President has referred the submitted resolution to the Governance, Transparency, and Labor Relations Policy Committee. The committee will meet on Oct. 3 at 10 a.m. via Zoom to review the resolution and make a recommendation that will be sent to the Resolutions Committee. A public comment period will be held during the meeting. Register for the meeting here.

A list of recommendations the policy committee may make during its meeting are on page three of this packet.

Consideration by Resolutions Committee (during conference)
On Oct. 17 at 1:30 p.m. the Resolutions Committee will meet to review the resolution and the recommendation of the policy committee.

The Resolutions Committee consists of one representative from each of Cal Cities caucuses, departments, divisions, and policy committees, as well as up to ten additional appointments made by the Cal Cities President. A public comment period will be held during the meeting. Refer to the onsite conference program for the location.

A list of recommendations the Resolutions Committee may make during its meeting are on page three of this packet.

Consideration by the General Assembly (during conference)
The General Assembly will convene on Oct. 18 at 8:30 a.m. to consider any qualified resolutions. To vote during the General Assembly, voting delegates must have checked-in at the voting delegate booth.

Conference attendees will receive materials for the General Assembly on the evening of Oct. 17. For more information on voting and discussion procedures during the General Assembly, see page four of this packet.

Petitioned Resolutions (during conference)
The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. To initiate a petitioned resolution, voting delegates from 10% of member cities must sign the petition. The resolution and signatures are due at least 24 hours before the beginning of the General Assembly. Voting delegates who have checked-in at the voting delegate booth can receive more information on petitioned resolutions at the booth onsite.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

Policy Committee and Resolutions Committee Actions

The submitted resolution will be heard by the policy committee to which it was assigned, and the Resolutions Committee. The below table shows what recommendations these bodies may make on the resolution.

Policy Committee Actions	Resolutions Committee Actions
Approve	Approve
Disapprove*	Disapprove*
No Action	No Action
Amend and approve	Amend and approve
Refer to appropriate policy committee for further study*	Approve as amended
Refer as amended to appropriate policy committee for further study*	Refer to appropriate policy committee for further study*
	Refer as amended to appropriate policy committee for further study*
	Approve with additional amendment(s)
	Additional amendments and refer to appropriate policy committee for further study*

**If a resolution is disapproved or referred for further study by all policy committees to which it is assigned and the Resolutions Committee, it will not proceed to the General Assembly.*

General Assembly Voting and Discussion Procedures

Discussion Procedures:
Discussion procedures during the General Assembly are guided by two calendars: the Consent Calendar and the Regular Calendar. As seen below, resolutions are calendared by the recommendations they receive from policy committees and the Resolutions Committee.

For General Resolutions:

Policy Committee Recommendation	Resolutions Committee Recommendation	Calendar
Approve	Approve	Consent Calendar
Approve	Disapprove or refer	Regular Calendar
Disapprove or refer	Approve	Regular Calendar
Disapprove or refer	Disapprove or refer	Does not proceed to General Assembly

For Petitioned Resolutions:

Policy Committee Recommendation	Resolutions Committee Action	Calendar
N/A	Approve	Regular Calendar
	Disapprove or Refer	Regular Calendar
	Disqualified	Does not proceed to General Assembly

Items on the Consent Calendar will be presented as one motion during the General Assembly from the Resolutions Committee chair. Unless an item on the Consent Calendar is set aside by the majority of the General Assembly, a vote will be taken on the whole calendar. It an item is set aside, it will be opened for discussion, followed by a vote.

Items on the Regular Calendar will be presented individually by the Resolutions Committee chair. After a recommendation is presented by the Resolutions Committee chair, the resolution will be opened for discussion by the General Assembly. A vote will take place following discussion.

Voting Procedures:
Per Cal Cities Bylaws Article XII, Sec. 2, all votes will be conducted by voice vote first. If the presiding official cannot determine the outcome a vote will be taken by an alternative method, typically a raise of voting cards by voting delegates. A roll call vote may be called for by delegates of ten percent or more of the General Assembly.

2024 Resolution

1. Resolution on *Fair and Equal Treatment of All Governmental Officials at All Levels* submitted by City of Glendora
    - Letters of concurrence submitted by:
        i. April A. Verlato, Mayor, City of Arcadia
        ii. Robert Gonzales, Mayor, City of Azusa
        iii. Tim Hepburn, Mayor, City of La Verne
        iv. Bill Uphoff, Mayor, City of Lomita
        v. John M. Cruikshank, Mayor, City of Rancho Palos Verdes
    - Referred to Governance, Transparency, and Labor Relations Policy Committee
    - Policy Committee Recommendation:
    - Resolutions Committee Recommendation:

Resolution No. 1: ***Fair and Equal Treatment of All Governmental Officials at All Levels*** submitted by City of Glendora

1. A RESOLUTION OF THE GENERAL ASSEMBLY OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR THE CALIFORNIA LEGISLATURE TO ENACT LAWS THAT ENSURE THAT "WHAT APPLIES TO ONE, APPLIES TO ALL" IN THE FAIR AND EQUAL TREATMENT OF ALL GOVERNMENTAL OFFICIALS AT ALL LEVELS IN THE STATE OF CALIFORNIA

Source: City of Glendora
Concurrence of five or more cities/city officials
City Officials: April A. Verlato, Mayor, City of Arcadia; Robert Gonzales, Mayor, City of Azusa; Tim Hepburn, Mayor, City of La Verne; Bill Uphoff, Mayor, City of Lomita; John M. Cruikshank, Mayor, City of Rancho Palos Verdes
Referred to: Governance, Transparency and Labor Relations Policy Committee

WHEREAS, the General Assembly of the League of California Cities objects to the practice of the California Legislature of imposing rules limiting authority or regulating the conduct of local municipal officials that do not also apply to elected officials of the State of California; and

WHEREAS, examples of such rules or regulations that apply to local city elected officials that do not otherwise apply to the elected officials of the State of California include, but are not limited to:

California's open meeting rules, codified in the Ralph M. Brown Act, Government Code, Chapter 9, §§ 54950 *et seq*., which purport to "declare[] that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly," but which limits its application to "local agencies," but not including elected officials of the State of California;

Creating "one-off" exemptions, in the form of Senate Bill No. 174, from the California Environmental Quality Act ("CEQA") which purportedly requires all government agencies to consider the environmental consequences of their actions before approving plans and policies or committing to a course of action on a project in order to demolish and then rebuild State offices for the Governor and other State officials;

Adopting rules, in the form of Senate Bill No. 1439, amending the Political Reform Act (the "Act"), by removing the exception for local elected officers from contribution limits requiring disqualification on development project decisions," but not including elected officials of the State of California;

Adopting rules, in the form of Assembly Bill No. 571, that apply to city and county candidates for local elected office, but not to candidates for state-wide office, including, but not limited to: prohibiting the making a contribution over the AB 571 limit to another candidate in jurisdictions subject to the AB 571; requiring a candidate that has qualified as a committee to establish a separate controlled committee and campaign bank account for each specific office; prohibiting a candidate from redesignating a committee for one election for another election.

WHEREAS, the General Assembly of the League of California Cities now calls upon the Governor and the California Legislature to adopt a policy, practice, and procedure requiring, in their legislative activities, that "what applies to one applies to all."

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 18, 2024 in Long Beach, California, that the League calls upon the Governor of the State of California and the elected members of the California Legislature, including all members of the Senate and Assembly to adopt the following policy:

"The California State Legislature shall not enact, and the Governor shall not sign into law, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

Resolution No. 1: Letters of Concurrence

CITY OF GLENDORA CITY HALL (626) 914-8201
116 East Foothill Blvd., Glendora, California 91741
FAX (626) 914-8221
www.ci.glendora.ca.us

July 10, 2024

The City Council of Glendora
is proposing the following resolution for consideration at the
California League of Cities annual conference
on
October 18, 2024

Proposed Resolution: ("To ensure fairness and equal treatment for all government officials in California")

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

The following five city council members are in concurrence with their letters of support (attached):

- ✓ Mayor John Cruikshank, City of Rancho Palos Verdes
- ✓ Mayor Bill Uphoff, City of Lomita
- ✓ Mayor Robert Gonzales, City of Azusa
- ✓ Mayor April Verlato, City of Arcadia
- ✓ Mayor Tim Hepburn, City of La Verne

Please confirm receipt of this request.

Sincerely,

Michael Allawos
Council Member
City of Glendora

CITY OF
ARCADIA

April A. Verlato
Mayor

July 9, 2024

Honorary Mike Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

RE: Support for "Glendora CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,

April A. Verlato
City of Arcadia Mayor

240 West Huntington Drive
Post Office Box 60021
Arcadia, CA 91066-6021
(626) 574-5403 City Hall
averlato@ArcadiaCA.gov
www.ArcadiaCA.gov

July 8, 2024

Hon. Michael Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Councilmember Allawos:

I would like to support Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024:

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution "

I am an elected representative for the City of Azusa . We should all have the same rules to be governed by.

Sincerely,

Mayor Robert Gonzales

*The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author They do not necessarily reflect an official position of the City Council, staff or other entities

CITY OF LA VERNE
CITY HALL
3660 "D" Street, La Verne, California 91750-3599
www.cityoflaverne.org

July 8, 2024

Ms. Kathleen Sessman
Glendora City Clerk
116 E. Foothill Blvd.
Glendora, California 91741

Re: Item 14 – Cal Cities Annual Conference Resolution

Dear Ms. Sessman:

As the Mayor of the City of La Verne, I would like to voice support for Glendora's timely and needed resolution, within agenda item #14, for the upcoming League of California Cities (Cal Cities) annual conference this coming October 18, 2024.

In its simplistic form, the proposed Resolution states what we all believe should be true for each and every elected official: We should all have the same rules to be governed by. No matter what level of government an official is elected to, we are here to do the people's work and be their collective voices. The Resolution simply states:

> ***"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."***

Whether the State Legislature or Governor heed our collective voices, we at the local level, through our Cal Cities membership, will have demonstrated our resolve that the basic leadership characteristic of leadership by example is the best approach to holding elective office.

Sincerely,

Tim Hepburn
Mayor

General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Community Services 909/596-8700
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

Bill Uphoff
Lomita, CA

July 8, 2024

Hon. Mike Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,

Bill Uphoff, Mayor
City of Lomita

The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author. They do not necessarily reflect an official position of the City Council, staff or other entities.

John M. Cruikshank
Rancho Palos Verdes, CA

July 6, 2024

Hon. Mike Allawos
Glendora City Councilmember
116 E. Foothill Blvd.
Glendora, CA 91741

Re: Support for "Glendora's CalCities Resolution"

Dear Councilmember Allawos:

I would like to be a voice of support for Glendora's timely and needed resolution below for the upcoming CalCities annual conference this coming October 18, 2024.

"The California State Legislature shall not enact, and the Governor shall not approve, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

I am an elected representative for our respective city, county, and state governance to do the people's work and be their collective voices. We should all have the same rules to be governed by.

Sincerely,

John M. Cruikshank, Mayor
City of Rancho Palos Verdes

The views or opinions expressed in this letter are intended to be interpreted as the individual work product of the author. They do not necessarily reflect an official position of the City Council, staff or other entities.

Resolution No. 1: Staff Analysis

League of California Cities Staff Analysis on Resolution No. 1

Staff: Johnnie Pina, Legislative Affairs, Lobbyist
Committee: Governance, Transparency, and Labor Relations

Summary:
This Resolution states that the League of California Cities shall call upon the Governor of the State of California and the elected members of the California Legislature, including all members of the Senate and Assembly to adopt the following policy:

"The California State Legislature shall not enact, and the Governor shall not sign into law, any law or regulation that applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate. This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

Background:
This resolution states that examples of the California Legislature imposing rules limiting authority or regulating the conduct of local municipal officials that do not also apply to elected officials of the State of California include, but are not limited to:

- California's open meeting rules, codified in the **Ralph M. Brown Act**, Government Code, Chapter 9, §§ 54950 *et seq.*;
- "One-off" exemptions, in the form of Senate Bill No. 174, from the **California Environmental Quality Act ("CEQA")**;
- Rules, in the form of **Senate Bill No. 1439**, amending the **Political Reform Act** (the "Act"); and
- Rules, in the form of **Assembly Bill No. 571**, that apply to city and county candidates for local elected office, but not to candidates for state-wide office.

Ralph M. Brown Act
The California Attorney General's (AG) Office defines The Ralph M. Brown Act (Brown Act) as what governs meetings conducted by local legislative bodies, such as boards of supervisors, city councils and school boards. The AG's office states the Act represents the Legislature's determination of how the balance should be struck between public access to meetings of multi-member public bodies on the one hand and the need for confidential candor, debate, and information gathering on the other.

The Ralph M. Brown Act governs local agencies, the Bagley-Keene Open Meeting Act covers all state boards and commissions, and Government code

9027 governs the state Legislature. The California Constitution also mandates open meetings for state agencies, boards, and commissions. Specifically, the Constitution requires that each local agency comply with the Brown Act (Article I, section 3(b)(7)): and that the proceedings of each house of the Legislature be open and public (with exceptions for employment matters; matters affecting security; confer with legal counsel; and to meet as a caucus (Article IV, section 7).

Although fairly detailed requirements apply to state agencies and other state bodies, they do not apply to the Legislature. The Legislature has Constitutional authority to adopt rules for its proceedings that are consistent with the requirement that the proceedings of each house and the committees be open and public.

Another notable difference between the Legislature and a city council is the ability for Legislators to have a caucus to discuss a bill, express how they will vote, and to count votes. This is not allowed under the Brown Act. One other difference is that the laws governing teleconferencing for members of the state Legislature is far less flexible than it is for local bodies. However, state agencies have more flexibility than locals in that regard.

California Environmental Quality Act ("CEQA")
The Resolution cites the Legislature's action in exempting from CEQA the reconstruction of the State Capitol Annex building. The State Legislature enacted the California Environmental Quality Act (CEQA) in 1970, establishing it as a public disclosure law for the environmental review of discretionary projects and a process for mitigating or avoiding potential environmental impacts.

SB 174 (Committee on Budget and Fiscal Review) Chaptered by Secretary of State. Chapter 74, Statutes of 2024 was signed into law July 2, 2024. This bill exempts the work performed under the State Capitol Building Annex Act of 2016 from the California Environmental Quality Act (CEQA). In this example the Legislature exempted themselves as not being considered a "public agency," "state agency," or "lead agency" under CEQA. A lead agency under CEQA is the public agency that has the principal responsibility for carrying out or approving a project that is subject to CEQA.

Over the years, the Legislature has also created many CEQA exceptions and exemptions for local projects involving local agencies as well.

The Political Reform Act (PRA) - Senate Bill No. 1439
SB 1439 (Glazer) Chaptered by Secretary of State. Chapter 848, Statutes of 2022 amends section 84308 and is aimed at preventing "pay-to-play" practices, in part by prohibiting parties, participants, and their respective agents in a

proceeding involving a license, permit, or other entitlement for use from contributing more than $250 to an officer of an agency during a 12 month period. When the Levine Act was first enacted in 1982, Section 84308 applied to appointed members of boards and commissions who were running for elective office. SB 1439 expended this law to now apply to local elected officials. Since it is focused on permits and licenses, it now applies to State agencies and local agencies that approve permits and licenses. Section 84308 does not apply to the Legislature or the Courts. It is important to note that unlike local governments, neither issue permits and licenses.

The Political Reform Act (PRA) - Assembly Bill No. 571
AB 571 (Mullin) Chaptered by Secretary of State. Chapter 556, Statutes of 2019 established default campaign contribution limits for county and city office at the same level as the limit on contributions from individuals to candidates for Senate and Assembly, effective January 1, 2021. This bill permitted a county or city to establish its own contribution limits, which would prevail over these default limits.

The Resolution cites AB 571 as an example of treating cities differently than the State. The Fair Political Practices Commission clarifies in their AB 571 fact sheet that under AB 571 a city may elect to have "no" contribution limit in which case the state contribution limit will not apply as a default for that jurisdiction. A city or county can set contribution limits higher than the default state limit, AB 571 sets a default in line with contributions Assembly Members and Senators if a city or county is silent on contribution limits.

Fiscal Impact:
Unknown.

Existing Cal Cities Policy:
Mission Statement
To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.
We Believe:

- Local self-governance is the cornerstone of democracy.
- In the involvement of all stakeholders in establishing goals and in solving problems.
- In conducting the business of government with transparency, openness, respect, and civility. The spirit of honest public service is what builds communities.
- Open decision-making that is of the highest ethical standards honors the public trust.
- The vitality of cities is dependent upon their fiscal stability and local autonomy. The active participation of all city officials increases Cal Cities' effectiveness.

- Partnerships and collaborations are essential elements of focused advocacy and lobbying.
- Ethical and well-informed city officials are essential for responsive, visionary leadership and effective and efficient city operations.

Comments:

Additional Examples

The Legislature has passed and the Governor has signed many laws that apply to local governments and do not apply to the state or the state Legislature. This year AB 2561(McKinnor) was introduced, which requires local governments to present in a public meeting a detailed report about their vacancy rates and detailed information about their hiring practices. This is an attempt to address public sector vacancy rates. This bill does not apply to the state in a time when they are also dealing with high vacancy rates.

Additionally, there were several bills that aim to amend the Levine Act, which now applies to local elected officials, to make changes to SB 1439, referenced previously in the analysis. None of the bills would amend the law to be applicable to Assembly Members or Senators.

AB 817 (Pacheco), co-sponsored by Cal Cities tried to bring parity to the Brown Act by making the teleconference rules for state advisory bodies the same for local advisory bodies but the Legislature struck the bill down.

Applying to elected officials or to the legislative body? Legislature or the State?

The resolution also states, "… applies solely to elected officials of California cities and counties, unless such law or regulation also applies equally to members of the California State Assembly and Senate."

This portion of the resolve clause is specifically speaking to local elected officials and State Assembly Members and Senators. However, many of the "where as" clauses are in reference to laws that apply to cities, the state and the Legislature as government agencies and not specifically to the elected officials on the governing bodies. For example, the Brown Act applies rules to the Legislative body and not the individual council member. Additionally, the city council as a whole is the lead agency under CEQA and not the individual council members.

Inherent Powers of the Legislative Branch

The resolution also states, "This prohibition shall not apply to laws or regulations affecting the inherent powers of the legislative branch under the California Constitution."

It is unclear what inherent powers of the legislate branch under the California Constitution means in this context. The legislative branch does have the power

of preemption over cities and can state that a change in law is a matter of state wide concern. This allows the legislative branch to apply new laws or amend existing laws to apply to general law and charter cities. It seems like the last sentence of the resolve clause could negate the rest of the resolve clause if not clarified.

Support:
The following letters of concurrence were received:

April A. Verlato, Mayor, City of Arcadia
Robert Gonzales, Mayor, City of Azusa
Tim Hepburn, Mayor, City of La Verne
Bill Uphoff, Mayor, City of Lomita
John M. Cruikshank, Mayor, City of Rancho Palos Verdes

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:	September 18, 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

Review and file the City's Conflict of Interest Code acknowledging no amendment is required.

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 City's Conflict of Interest Code was last reviewed and amended in 2022. A current review of the City's Conflict of Interest Code revealed no additions to positions and no additions to advisory boards, commissions, and committees since the last review in 2022.

The 2024 Agency Notice is included with this agenda report and reflects that no amendment is required.

OPTIONS

Provide alternate direction.

FINANCIAL IMPACT:

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

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

2024 Local Agency Notice

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: Joyce Halabi, Deputy Public Works Director

MEETING DATE: September 18, 2024

SUBJECT: Cultural Resource and Tribal Monitoring Protocol

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

RECOMMENDATION

1. Authorize an amendment with Rincon Consultants, Inc. to increase the contract amount by $39,943 plus a 10% contingency and extend the term through June 30, 2025
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

BACKGROUND

The City is committed to protecting its cultural resources. To support this, the City has been working on a comprehensive protocol to synthesize existing regulations and policies for preserving archaeological resources. The development of this protocol is not a mandated requirement but is designed to strengthen existing policies, addressing gaps and grey areas related to ground-disturbing activities. The City already complies with all federal, state, and local regulations regarding cultural and archaeological resources.

This protocol will enhance these protections and clarify procedures for all ground-disturbing activities in one document, whether they involve private or public projects within the City, including City operations, public works projects, discretionary, and ministerial projects.

Development of the protocol began in July 2020. However, several factors have contributed to delays, including changes in Community Development Department (CDD) Directors—three during the course of the project—as well as other senior CDD staff members. Their input has been essential in the protocol development process, as they will oversee implementation. Additionally, the City experienced delays in scheduling consultations with tribal representatives, a critical component of the process. In September 2023, a Planning Commission meeting scheduled to review the protocol was postponed due to time constraints, further stalling the project and depleting the remaining budget.

The following report provides a high-level summary of the progress made to date. Staff is requesting approval for a third amendment to extend the agreement's term, and increase the agreement amount by $39,943 plus a 10% contingency. This will accommodate additional improvements to the protocol, further tribal consultation, and reviews by the Planning Commission and City Council.

CONSULTANT SELECTION AND CONTRACT AMENDMENTS

In August 2020, the City issued a request for proposals, receiving nine submissions. Rincon Consultants, Inc. (Rincon) was selected following a comprehensive review process. An agreement was executed in December 2020 in an amount not to exceed $29,686 plus a 15% contingency. The contract term was extended to June 30, 2022 via Amendment #1, and Amendment #2, executed in April 2023, further extended the agreement to December 31, 2023, with an increased cost of $35,963 plus a 10% contingency. These amendments were necessary to accommodate further tribal consultations and revisions based on input from new CDD leadership.

The base agreement and amendments are attached for reference.

TRIBAL CONSULTATION

Consultation with local tribes, including the Esselen Tribe and Ohlone Costanoan Esselen Nation (OCEN), has been a crucial component of developing the protocol. Initial consultations occurred in 2021, with both tribes given ample time to review the draft and provide feedback. Separate consultation meetings were scheduled to discuss each tribe's input.

In June 2023, consultation efforts were renewed following staff-proposed revisions. Once again, both tribes were invited to review the updated draft and provide feedback. As before, independent meetings were scheduled to address their responses.

During both consultation rounds, the consultant presented an overview of changes and maintained a log detailing which tribal requests could be accommodated and which could not, along with the rationale for each decision.

While the consultation process was essential, it introduced significant delays in the timeline, primarily due to challenges in scheduling meetings. The Esselen Tribe attended meetings as scheduled, but OCEN missed several appointments despite the City's repeated attempts to engage. Ultimately, communication with OCEN occurred via email, allowing the protocol to move forward.

Despite these delays, the City remained committed to ensuring that both tribes had the opportunity to contribute to the protocol’s development, recognizing that their involvement is essential to the protocols purpose and success.

PLANNING COMMISSION REVIEW

At the September 14, 2023, Planning Commission meeting, the protocol was scheduled for review, with two Rincon Consultants ready to present and discuss its details. However, due to a reorganization of the agenda, the item was delayed until late in the evening. While the consultants provided a presentation and public comment was received, the commission decided to continue the item for a more in-depth discussion. Unfortunately, the remaining project budget was exhausted during this meeting due to the consultants' participation.

PROJECT PAUSE

With ongoing staff transitions and the depletion of the budget, the project was paused. Additional funding, along with the onboarding of a new CDD Director and City Manager, became essential elements in helping progress the project forward. The project remained on hold until the new budget was approved and the new staff could be fully briefed and brought up to speed.

NEXT STEPS
Additional funding has been allocated in the FY24/25 Public Works operating budget to continue developing the protocol. Public Works, in collaboration with the new CDD Director and City Manager, have reviewed the current draft.

While the original draft was solid, the group has recommended further refinement to streamline the process, making it more efficient and easier to implement for both private property owners and City staff, without compromising its core objectives.

Rincon has submitted a proposal for this additional work, which includes refining the protocol, reconsulting with tribes, and presenting the final version to both the Planning Commission and City Council. The estimated cost for this phase is $39,943.

Although restructuring the protocol adds a notable cost, it will significantly enhance clarity and efficiency by consolidating steps and making the process more user-friendly for property owners and developers, while still maintaining the same level of protection for cultural resources.

If the amendment is approved, the standard approved Agreement Amendment template will be harnessed. This template has been reviewed and approved by the California Joint Powers Insurance Authority (CJPIA) and the City Attorney's Office.

OPTIONS
1. Do not proceed with the amendment, halting protocol development. The City is currently follows all state, federal, and local laws. This protocol would further strengthen regulations but is not required.
2. Approve the amendment, allowing the project to move forward with protocol development.

FINANCIAL IMPACT:
The total project cost, including the proposed third amendment, is $83,496.60. As noted above, the proposed amendment is $39,943 plus a 10% contingency. Funding for the amendment has been allocated in the Public Works budget to cover this amount.

To date, $37,616.71 has been expended on protocol development.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

August 2024 Proposal
Agreement
Amendment 1
Amendment 2

Rincon Consultants, Inc.

437 Figueroa Street, Suite 203
Monterey, California 93940

831 333 0310 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

August 14, 2024
Rincon Project No. 24-16601

Joyce Halabi, Deputy Public Works Director
300 Forest Avenue
Pacific Grove, California 93950
Via email: jhalabi@cityofpacificgrove.org

Subject: Proposal to Provide Additional Services for the Cultural Resource Protocol Project, Pacific Grove, California

Dear Ms. Halabi:

Rincon Consultants, Inc. (Rincon) presents this proposal for additional services related to the preparation of the City of Pacific Grove's (City) Cultural Resource and Tribal Monitoring Compliance Protocol. Specifically, this scope of work includes the following tasks:

- Revisions to the draft protocol as discussed with the City on July 30, 2024 and two additional rounds of review to address minor comments
- Attendance at one additional Planning Commission meeting by up to three Rincon staff, assuming up to four hours each for meeting attendance
- Attendance at one City Council meeting by up to three Rincon staff, assuming up to four hours each for meeting attendance
- Time for revisions stemming from Planning Commission and City Council comments
- Additional project management time, including up to three meetings with City staff

Cost

Our fee for this work is **$39,943**. If additional work is required beyond that identified in the work scope described above, a separate change order will be submitted to accommodate additional work and project management time required. No additional services will be provided without receipt of prior written approval. All work will be billed according to Rincon's 2024 fee schedule (attached). Please note that our rates are subject to an annual escalation of 3.5% on January 1st, 2025. Currently, this project is not expected to extend beyond that date; however, should the project extend beyond January 1st, a budget augmentation will be required to reflect this escalation.

Sincerely,

Rincon Consultants, Inc.

Christopher Duran, MA, RPA
Principal

Hannah Haas, MA, RPA
Senior Archaeologist

RINCON CONSULTANTS, INC.
24-16601 Pacific Grove Archaeo Protocol Revisions
Cost Estimate

	Rate	Hours	Labor Budget	Total Budget
Task 1 Revisions		72.00	17,156.00	17,156.00
Task 1.1 Revisions To Draft Protocol		72.00	17,156.00	17,156.00
Principal	307.00	4.00	1,228.00	
Sr. Supervising Archaeologist II	292.00	24.00	7,008.00	
Archaeologist IV	211.00	40.00	8,440.00	
Production Specialist I	120.00	4.00	480.00	
Rate Escalation Allowance	0.00	0.00	0.00	
Task 2 Planning Commission		36.00	9,528.00	9,528.00
Task 2.1 Planning Commission Presentation		**24.00**	**6,480.00**	**6,480.00**
Principal	307.00	8.00	2,456.00	
Sr. Supervising Archaeologist II	292.00	8.00	2,336.00	
Archaeologist IV	211.00	8.00	1,688.00	
Rate Escalation Allowance	0.00	0.00	0.00	
Task 2.2 Planning Commission Revisions		**12.00**	**3,048.00**	**3,048.00**
Principal	307.00	2.00	614.00	
Sr. Supervising Archaeologist II	292.00	4.00	1,168.00	
Archaeologist IV	211.00	6.00	1,266.00	
Rate Escalation Allowance	0.00	0.00	0.00	
Task 3 City Council		36.00	9,528.00	9,528.00
Task 3.1 City Council Presentation		**24.00**	**6,480.00**	**6,480.00**
Principal	307.00	8.00	2,456.00	
Sr. Supervising Archaeologist II	292.00	8.00	2,336.00	
Archaeologist IV	211.00	8.00	1,688.00	
Rate Escalation Allowance	0.00	0.00	0.00	
Task 3.2 City Council Revisions		**12.00**	**3,048.00**	**3,048.00**
Principal	307.00	2.00	614.00	
Sr. Supervising Archaeologist II	292.00	4.00	1,168.00	
Archaeologist IV	211.00	6.00	1,266.00	
Rate Escalation Allowance	0.00	0.00	0.00	
Task 4 Project Management		15.00	3,731.00	3,731.00
		15.00	**3,731.00**	**3,731.00**
Principal	307.00	3.00	921.00	
Sr. Supervising Archaeologist II	292.00	6.00	1,752.00	
Archaeologist IV	211.00	4.00	844.00	
Admin Assistant/Billing Specialist	107.00	2.00	214.00	
Rate Escalation Allowance	0.00	0.00	0.00	
Project Total		**159.00**	**39,943.00**	**39,943.00**

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate			
	January 1 – December 31, 2024	January 1 – December 31, 2025	January 1 – December 31, 2026	January 1 – December 31, 2027
Senior Principal	$319	$330	$342	$354
Principal	$307	$318	$329	$341
Director	$307	$318	$329	$341
Senior Supervisor II	$292	$302	$313	$324
Supervisor I	$272	$282	$292	$302
Senior Professional II	$255	$264	$273	$283
Senior Professional I	$238	$246	$255	$264
Professional IV	$211	$218	$226	$234
Professional III	$196	$203	$210	$217
Professional II	$174	$180	$186	$193
Professional I	$155	$160	$166	$172
Associate III	$130	$135	$140	$145
Associate II	$117	$121	$125	$129
Associate I	$109	$113	$117	$121
Field Technician	$94	$97	$100	$104
Data Solutions Architect	$196	$203	$210	$217
Senior GIS Specialist	$187	$194	$201	$208
GIS/CADD Specialist II	$167	$173	$179	$185
GIS/CADD Specialist I	$150	$155	$160	$166
Technical Editor	$147	$152	$157	$162
Project Accountant	$125	$129	$134	$139
Billing Specialist	$107	$111	$115	$119
Publishing Specialist	$120	$124	$128	$132
Clerical	$107	$111	$115	$119

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	$0.25 (single-sided), $0.45 (double-sided)
Photocopies – Color	$1.55 (single-sided), $3.10 (double-sided)
Photocopies – 11” by 17”	$0.55 (B/W), $3.40 (color)
Oversized Maps	$8.50/square foot
Digital Production	$15/CD, $20/flash drive
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$160
Four Gas Monitor	$137
Flame Ionization Detector	$110
Photo Ionization Detector	$82
Hand Auger Sampler	$62
Water Level Indicator, DC Purge Pump	$46
CAPDash	$7,500
Natural Resources Field Equipment	
UAS Drone	$300
Spotting or Fiberoptic Scope	$170
Petterson Bat Ultrasound Detector/Recording Equipment	$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$113
GPS (Sub-meter Accuracy)	$67
Infrared Sensor Digital Camera or Computer Field Equipment	$57
Scent Station	$23
Laser Rangefinder/Altitude	$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
Mammal Trap, Large/Small	$1.55/$0.55
Water and Marine Resources Equipment	
Boat (20 ft. Boston Whaler or Similar)	$800
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$62
Refractometer (Salinity) or Turbidity Meter	$38
Large Block Nets	$114
Minnow Trap	$98
Net, Hand/Large Seine	$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$100
Insurance, Hazard and Fees	
Historic Research Fees	$55
L&H Dive Insurance	$57/diver
Level C Health and Safety	$70/person

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES CULTURAL RESOURCE & TRIBAL MONITORING COMPLIANCE PROTOCOL (Under $40,000)

This Professional Services Agreement ("Agreement") is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter "City") and Rincon Consultants, Inc., (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: **development of a Cultural Resource and Tribal Monitoring Compliance Protocol.**

2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of **$29,686 plus a 15% contingency.**

3. **TERM OF AGREEMENT.** The term of this Agreement is from **12/21/2020** to **9/30/2021** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: ***Scope of Services***

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either

in the requested amount or in such other amount as the City approves in conformity with this Agreement, and shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses.

7. **TERMINATION.**

7.01. During the term of this Agreement, the City or CONTRACTOR may terminate the Agreement, with or without cause, by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, CONTRACTOR shall cease immediately all work in progress.

7.02. CONTRACTOR may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

7.03 If either CONTRACTOR or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either CONTRACTOR or City may terminate this Agreement immediately upon written notice.

7.04 Upon termination of this Agreement by either CONTRACTOR or City, all property belonging exclusively to City which is in CONTRACTOR's possession shall be returned to City. CONTRACTOR shall furnish to City a final invoice for work performed and expenses incurred by CONTRACTOR, prepared as set forth in Section 6 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 6 of this Agreement.

8. **INDEMNIFICATION.**

8.01. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death to the extent caused by CONTRACTOR'S negligence, negligent acts, errors, or omissions.

8.02. Architects, Engineers Per Civil Code 2782.8 Where the services to be provided by CONTRACTOR under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, CONTRACTOR agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then CONTRACTOR's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the CONTRACTOR's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnity, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of

or in connection with the CONTRACTOR's performance or failure to perform under the terms of this contract, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

❑ Exemption/Modification (Justification attached; subject to approval).

9. **INSURANCE.**

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, no less broad than Insurance Services Office (ISO) CG 00 01, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad Form Property Damage, Independent Contractors, Products and Completed Operations, with a minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONTRACTOR maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

❑ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

❑ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

❑ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for three (3) years after completion of the work . Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

❑ Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an

occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

. CONTRACTOR shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance. Should CONTRACTOR fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONTRACTOR's sole cost and expense.

Commercial general liability and automobile liability policies shall provide an endorsement naming the City of Pacific Grove, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the City and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured **is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

The general liability policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

CONTRACTOR shall provide to City an endorsement that the insurer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. **RECORDS AND CONFIDENTIALITY.**

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR CITY:	**FOR CONTRACTOR:**
Daniel Gho Public Works Director Name and Title	Megan Jones Principal Name and Title
300 Forest Avenue Pacific Grove, CA 93950 Address	437 Figueroa Street, Suite 203 Monterey, CA 93940 Address
(831) 648- 5722 Phone	(831) 333-0310 Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

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

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute. Contractor and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

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

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

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

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

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

15.18 Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

This space is left blank, intentionally.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

By: DocuSigned by: Ben Harney — City Manager

Date: 12/16/2020

By: DocuSigned by: Daniel Gho — Department Head

Date: 12/16/2020

Approved as to Form

By: DocuSigned by: David Laredo — City Attorney

Date: 12/16/2020

Approved as to Fiscal Provisions[1]

By: _____ Finance

Date: _____

Approved as to Liability Provisions[2]

By: _____ Risk Management

Date: _____

CONTRACTOR

Rincon Consultants, Inc.
Contractor's Business Name*

By: _____ (Signature of Chair, President, or Vice-President)*

DocuSigned by: Stephen Svete
Stephen Svete, Executive Vice President

Date: 12/15/2020

By: DocuSigned by: Richard Daulton, Secretary — (Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

12/15/2020
Richard Daulton, Secretary

Date: _____

City Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

[1] Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

[2] Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

DocuSign Envelope ID: 68660252-36D5-4CD9-80B5-D9B11D0B9F67

EXHIBIT A
Scope of Work
Cultural Resources and Tribal Monitoring Compliance Protocol

CONSULTANT shall provide services per the Cultural Resource and Tribal Monitoring Compliance Protocol Request for Proposals (RFP) prepared by the City of Pacific Grove issued August 28, 2020 and the Rincon Consultants, Inc. proposal, dated September 25, 2020. The RFP and the Rincon Consultants, Inc. proposal are incorporated herein by reference and are made an integral part of this Agreement.

Scope of Work

The objective of this protocol is to develop a comprehensive and proactive protocol that outlines the requirements and responsibilities for ground disturbance activities for all public and private projects within City bounds. The final protocol will serve as a vital tool for City Staff, the public, developers, and contractors by explicitly defining triggers and subsequent requirements and procedures pertaining to all aspects of disturbance, from archeological reports required during the permitting process to in-field monitoring requirements. The scope of work will include:

Task 1 Background Research

Consultant will conduct relevant background research, including a detailed review of the City's existing cultural resource policies, and local, state, and federal regulations relating to cultural and tribal cultural resources. The Consultant will also review cultural resources protocols maintained by other agencies.

Consultant will review the City's cultural resource records. For any areas for which the City does not already maintain records, the Consultant will conduct a record search of the California Historical Resources Information System (CHRIS) at the Northwest Information Center (NWIC) located at Sonoma State University. Where necessary, the records search will cover city limits plus a 200-foot buffer.

Task 2 Protocol Development

Upon completion of initial background research, the consultant will begin development of the protocol. The protocol will include:

- **A general policy statement** based on the cultural resources policies included in the City of Pacific Grove General Plan and Land Use Plan.
- **An overview of the regulatory setting** surrounding the treatment of archaeological resources, including an overview of existing local policies and regulations, as well as applicable state and federal law.
- **A sensitivity map**. Based upon the background research conducted under Task 1 and a consideration of environmental factors such as freshwater sources, the Consultant will develop sensitivity mapping to identify known sensitive areas and to identify areas that have never been subject to investigation for cultural resources. The resultant mapping data will be used to create static figures as well as an ArcGIS Online based web map.
- **Development of triggers**. The sensitivity mapping and the regulatory setting will inform the development of triggers for archaeological studies, including survey and subsurface excavation, and archaeological and Native American monitoring.

- **Development field procedures.** For each type of fieldwork identified in the protocol and for inadvertent discoveries, the Consultant will develop detailed procedures to inform future work in the City. These procedures will ensure compliance with applicable regulations and existing City policies and provide clear direction on the effort required for each level of study.
- **Protocol Review.** The protocol will be reviewed by Rincon's Senior Environmental Planner to ensure that the general policy statement and compliance protocol from a planning perspective, to ensure implementability and clarity to staff.

  The consultant will conduct up to four rounds of review to the draft protocol: one round on the initial draft, one round after presentation to the Planning Commission, one round after presentation to the City Council, and one combined round after review by Ohlone/Costanoan-Esselen Nation (OCEN) and the Esselen Tribe of Monterey County (Esselen Tribe).

  Based upon feedback from the City, OCEN, the Esselen Tribe, and the public during outreach efforts described under Tasks 3 and 4 below, the Consultant will finalize the protocol.

Task 3 Consultation with the Ohlone/Costanoan-Esselen Nation and the Esselen Tribe of Monterey County

The consultant will participate in up to two telephone or videoconference meetings each with OCEN and the Esselen Tribe (four total meetings) to get their feedback and recommendations for protocol development.

Task 4 Public Meetings (Planning Commission and City Council)

Upon preparation of the draft protocol, the Consultant will develop and provide one brief presentation to the Planning Commission. If necessary, based on feedback given during the Planning Commission meeting, the Consultant will revise and update the presentation prior to providing it at a City Council meeting.

Task 5 Project Management

Project management includes quality assurance/quality control for technical review and document preparation, client coordination, and administration required to complete the above scope of work. This task includes time for regular check-ins with City staff.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2020 | 1/28/2020

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

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

PRODUCER: Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1462718: Rincon Consultants, Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER A: Crum & Forster Specialty Insurance Co — NAIC # 44520 INSURER B: Hartford Fire Insurance Company — 19682 INSURER C: Starstone National Insurance Company — 25496 INSURER D: INSURER E: INSURER F:

COVERAGES RINCO01 **CERTIFICATE NUMBER:** 16059479 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X SIR: $50,000 X P&I GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	EPK-125280	12/17/2018	12/17/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 3,000,000 $ 100,000 $ 10,000 $ 3,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	72UUNCB5288	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	EFX-114134	12/17/2019	12/17/2020	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	T10200329	2/1/2020	2/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution Liab E&O Liab.-Claims Made	N	N	EPK-125280	12/17/2018	12/17/2020	Limit: $3,000,000/$4,000,000 Limit: $3,000,000/$4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

16059479
City of Pacific Grove
2100 Sunset Avenue
Pacific Grove CA 93950

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

City of Pacific Grove, its officers, agents, and employees are to be named as Additional Insured for General Liability and Auto Liability with respect to work performed for them by the Named Insured as required by written contract, per Blanket Additional Insured endorsement EN0147-1111, EN0320-0211, EN0321-0211 & HA99160312. Liability Coverage is Primary and Non-Contributory as required by written contract, per endorsement EN0147-1111 & HA99160312. Blanket Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation as required by written contract, per Endorsement EN0147-1111, HA99160312 & WC000313. Excess policy follows General Liability, Auto Liability and Employers Liability form.

Policy Number: EPK-125280

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III — Who Is An Insured within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: EPK-125280

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III — Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

EN0320-0211

Policy Number: EPK-125280

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

A. **SECTION III — WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.

B. As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:

1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

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

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

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

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

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

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company)

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500. of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

Missouri Special Note: Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Per Policy Minimum Waiver Premium by State:

$500:	**AL, AR, CA, CO, CT, DC, HI, ID, IL, IN, IA, KS, ME, MD, MI, MN, MS, MT, NV, NM, OH, OK, OR, PA, RI, SC, SD, UT, VT, WA, WV**
$250:	**AK, DE, LA, NY, TN, VA**
$100:	**NC (per waiver)**
$50:	**WI**
N/A:	**AZ, FL, GA, KY, MA, MO, NE, NH, NJ, TX**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	2/1/2020	Policy No. T10200329	Endorsement No. 10
Insured	Rincon Consultants, Inc.		Policy Effective Date 2/1/2020
Insurance Company	StarStone National Insurance Company		

Countersigned By _____

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.

DocuSign Envelope ID: 60AAEA6D-82D2-48ED-8B64-F8F086FEBC9A

AMENDMENT #1
CITY OF PACIFIC GROVE AGREEMENT FOR PROFFESSIONAL SERVICES
CULTURAL RESOURCE & TRIBAL MONITORING COMPLIANCE PROTOCOL

WHEREAS, the City of Pacific Grove ("City") and Rincon Consultants Inc. ("Contractor") entered into a Professional Services Agreement ("Agreement") dated 12/16/2020; and

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

NOW, THEREFORE, the parties agree as follows:

A. The Agreement is amended as follows:

3. TERM

The term of this Agreement is from 12/21/2020 to ~~**9/30/2021**~~ **6/30/2022** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.

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

Dated: 11/22/2021

DocuSigned by:
Stephen Svete
9EA12D8D2E5F4F5...

Stephen Svete, Executive Vice President
Rincon Consultants, Inc.

Dated: 11/22/2021

DocuSigned by:
Daniel Gho
056C641716ED4E6...

Daniel Gho, Public Works Director

Dated: 11/23/2021

DocuSigned by:
Ben Harvey
AA58608E21DD48F...

Ben Harvey, City Manager

DocuSign Envelope ID: 90D65E22-C2E5-427C-80A6-96A17F47AF33

AMENDMENT #~~1~~ 2
AGREEMENT FOR PROFESSIONAL SERVICES WITH **RINCON FOR CULTURAL RESOURCES & TRIBAL MONITORING COMPLIANCE PROTOCOL**

WHEREAS, the City of Pacific Grove ("City") and **Rincon Consultants, Inc.** ("Contractor") entered into a Professional Services Agreement ("Agreement") dated 12/16/2020; and

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

A. The Agreement is amended as follows:

2. PAYMENTS BY CITY. City shall pay the contractor in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this agreement. The total amount payable by the City under this agreement shall not exceed ~~**$29,686 plus a 15% contingency.**~~ **$ 35,963 plus a 10% contingency.**

3. TERM OF AGREEMENT. The term of this Agreement is from 12/21/2020 to ~~**9/30/2021**~~ **12/23/2023** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this agreement.

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

Dated: 4/19/2023

DocuSigned by: Megan Jones 3D03745FE4A5460...
Contractor

Dated: 4/19/2023

DocuSigned by: Daniel Gho 056C641716ED4E6...
Department Director

Dated: 4/19/2023

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

Dated: 4/25/2023

DocuSigned by: Brian Pierik 01871FB17BD8435...
City Attorney

Dated: 4/25/2023

DocuSigned by: Ben Harvey AA58608E21DD48F...
City Manager

DocuSign Envelope ID: 90D65E22-C2E5-427C-80A6-96A17F47AF33

Rincon Consultants, Inc.

437 Figueroa Street, Suite 203
Monterey, California 93940

831 333 0310 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

April 12, 2023
Rincon Project No. 20-10298

Joyce Halabi, Deputy Public Works Director
300 Forest Avenue
Pacific Grove, California 93950
Via email: jose.cruz@crccompanies.com

Subject: Contract Amendment for Additional Services for the Cultural Resource and Tribal Monitoring Compliance Protocol Project, Pacific Grove, California

Dear Ms. Halabi:

Rincon Consultants, Inc. (Rincon) respectfully submits this Contract Amendment (CA) for additional services related to the preparation of the City of Pacific Grove's Cultural Resource and Tribal Monitoring Compliance Protocol. Specifically, this CA request includes the following work not included in our original scope:

- Two additional rounds of revisions from the City on the initial draft
- One additional round of revisions based on comments from the Ohlone/Costanoan Esselen Nation (OCEN) and the Esselen Tribe of Monterey County (the Esselen Tribe)
- Additional project management time, including meetings with City staff for each additional round of revisions

This CA request also includes time associated with edits to the Draft Protocol requested in April 2023, yet to be completed, and required project management time to complete the project, including up to three virtual meetings with the City.

Cost

Our fee for this work is **$6,277**. This includes $2,831 spent on previously-conducted out-of-scope work described above. The remaining $3,446 is required to complete additional edits to the draft protocol and associated project management.

If additional work is required beyond that identified in the work scope described above, a separate change order will be submitted to accommodate additional work and project management time

DocuSign Envelope ID: 90D65E22-C2E5-427C-80A6-96A17F47AF33

required. No additional services will be provided without receipt of prior written approval.

All work will be performed in accordance with the terms and conditions as set forth in Rincon's Contract with the City of Pacific Grove, dated November 20, 2020.

Sincerely,

Rincon Consultants, Inc.

Christopher Duran, MA, RPA
Principal

Hannah Haas, MA, RPA
Senior Archaeologist

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: September 18, 2024

SUBJECT: Minutes of the Task Force on Diversity, Equity and Inclusion's Meeting: August 12, 2024

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

RECOMMENDATION

Receive minutes.

Attachments

DEI Minutes 8-12-24

MEETING MINUTES

CITY OF PACIFIC GROVE

TASK FORCE ON DIVERSITY, EQUITY, AND INCLUSION

REGULAR MEETING AGENDA

Monday, August 12, 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**
Chair Bui called the meeting to order at 6:00 pm. City Clerk/DEI Coordinator Kandell conducted roll call with the following Task Force members present in person: Chair Bui, Vice Chair Fryberger, and Member Doneux.

A. Election of Secretary ***This item was tabled and will return on a future agenda.***
Reference: Sandra Kandell, City Clerk/DEI Coordinator
Recommended Action: By way of nomination, elect the Secretary for the Task Force on Diversity, Equity, and Inclusion.

2. **APPROVAL OF AGENDA**
Action: Upon motion by Councilmember Bui and seconded by Member Doneux, the Task Force voted 3-0, to approve the Agenda.

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 Mike Gibbs, Vince Tuminello, Carol Marquart, and Beth Walker.

A. Written General Public Comment

7. **CONSENT AGENDA**
Action: Upon motion by Vice-Chair Fryberger and seconded by Member Doneux, the Task Force voted 3-0, to approve the Consent Agenda.

A. Minutes of the Task Force on Diversity Equity and Inclusion's June 10, 2024 Meeting
Action: Approved minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. City of Pacific Grove Informational Report on Demographics
Action: Received report.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

8. **REGULAR AGENDA**

A. Metrics Subcommittee
Public comment received from Inge Lorentzen Daumer, Mike Gibbs, and Vince Tuminello.

Action: The Task Force received an oral update from the Metrics Subcommittee.

9. **NEXT MEETING:** September 9, 2024 at 6:00 P.M.

10. **ADJOURNMENT**
The meeting was adjourned at 6:53 p.m.

Respectfully submitted,

Sandra Kandell
City Clerk/DEI Coordinator

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: Garrett McCown, Associate Planner & RFP Coordinator

MEETING DATE: September 18, 2024

SUBJECT: Historic Resources Committee Meeting Minutes: March 27, 2024; April 24, 2024; July 24, 2024

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

RECOMMENDATION

Receive minutes.

Attachments

Approved HRC Minutes 3.27.2024

Approved HRC Minutes 4.24.2024

Approved HRC Minutes 7.24.2024

NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE
APPROVED MINUTES

REGULAR MEETING AGENDA

Wednesday, March 27, 2024, 3:00 P.M.

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

Copies of the agenda packet are available for review at the Pacific Grove Library, in the Community Development Department, and electronically at www.cityofpacificgrove.org/agendas. The most effective method of communication with the Historic Resources Committee is by sending an email to hrc@cityofpacificgrove.org. In order to allow the Historic Resources Committee 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 Historic Resources Committee 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 MEETINGS ARE CONDUCTED IN PERSON AT CITY HALL COUNCIL CHAMBER AND VIRTUALLY.

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://www.cityofpacificgrove.org/Zoom_HRC

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

AGENDA

1. **CALL TO ORDER & ROLL CALL**

   Chair Anton Called the meeting to order at 3:00pm. The following members were present: Chair Anton, Vice Chair Steres, Committee members Grannis, Greening and Bicket.

2. **APPROVAL OF AGENDA**
   Action: Upon motion by member Grannis and seconded by member Bicket, the committee voted to approve the agenda.

   Motion carried 5-0, by the following vote:

   AYES: Chair Anton, Committee members Steres, Grannis, Bicket, and Greening
   NOES: None
   ABSENT: None

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

   Senior Planner, Aaron Campbell, had the following announcement:

   - **Assistant Planner, Garrett McCown, has been promoted to an Associate Planner due**

to hard work and taking on tasks that were above and beyond his position as an assistant planner.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Mayor Peake had the following announcements:

- **The Council has been interviewing for a new City Manager.**
- **The American Tin Cannery Hotel and Conference Center was appealed to the Coastal Commission. The hearing will be on April 11, 2024, in Long Beach, CA.**
- **The Skate Park proposal in the city parking lot adjacent to the Youth Center was not approved but will continue conversations with Pacific Grove Unified School District for possible location.**
- **Council approved putting a reduction of Council from six to four members on the November Ballot.**
- **Next week, Council will hear more about a proposal by the Monterey Bay Chinese Association for a Pavilion, which they have suggested El Marie Dyke Open Space, replacing the gazebo that has been deteriorating.**
- **Next week, Council will hear and discuss sewer fees from M1W, which have been billed out bi-monthly. The sewer fees will now go on to the property tax roll.**

5. **GENERAL PUBLIC COMMENT**

Lisa Ciani

A. Written General Public Comment

CONSENT AGENDA

6. REPORTS FOR INFORMATION ONLY

7. REPORTS REQUIRING ACTION

A. Minutes of the February 28, 2024 Historic Resource Committee.
Reference: Garrett McCown, Assistant Planner
Recommended Action: Approve the minutes of the February 28, 2024 Historic Resources Committee Regular Meeting.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

Action: Upon motion by member Bicket and seconded by member Greening, the committee voted to approve the consent agenda.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Committee members Steres, Grannis, Bicket, and Greening
NOES: None
ABSENT: None

REGULAR AGENDA

8. PUBLIC HEARINGS

A. Architectural Permit (AP) and Coastal Development Permit (CDP) 23-0290, 107 14th Street, Pacific Grove (APN 006-183-016); Continued from the Historic Resources Committee Regular Meeting on February 28, 2024.
Zoning District/General Plan Designation: R-3-PGR / Medium High Density Residential 10 - 20 du/ac
Coastal Zone: Yes
Historic Resources Inventory: Yes
CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation
Recommended Action: Staff recommends that the Historic Resources Committee recommend the Planning Commission approve the Architectural Permit and Coastal Development Permit subject to the recommended findings, conditions of approval, and Class 1 and Class 31 Categorical Exemptions (CEQA Guidelines Sections 15301, Existing Facilities, and 15331, Historical Resource Restoration/Rehabilitation).
Reference: Joseph Sidor, Contract Planner

Senior Planner, Aaron Campbell presented staff report.
James Ducker, Project Owner, presented a report.
Kent Seavey, Project Historian, presented a report.
John Moore, Project Architect, presented a report.

Public Comment:
Inge Lorentzen Daumer
Lisa Ciani

Action: Upon motion by Vice Chair Steres and seconded by member Grannis, the committee voted to recommend approval to the Planning Commission with the conditions of approval to require tribal monitoring and change the metal balcony railing to wood.

Motion carried 3-0-2, by the following vote:

AYES: Chair Anton, Vice Chair Steres and Committee member Grannis
NOES: None
RECUSED: Committee members Greening and Bicket

B. HD 24-0036 Deletion of 215 Chestnut Street from the City's Historic Resources Inventory (HRI), APN 007-344-021.
Zoning District/General Plan Designation: R-1/Medium Density
Coastal Zone: No
Historic Resources Inventory: Yes
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Based on the Phase I Historic Assessment prepared by qualified historian Kent Seavey, staff recommends the Historic Resources Committee (HRC) delete the subject property

from the Historic Resources Inventory (HRI).
Reference: Laurel O'Halloran, Associate Planner

Associate Planner, Laurel O'Halloran presented staff report.
Ted Hill, Project Owner, presented a report.
Kent Seavey, Project Historian, presented a report.

Public Comment:
Pat Carrol
Lisa Ciani
Inge Lorentzen Daumer

Action: Upon motion by Vice Chair Steres and seconded by member Greening, the committee voted to remove 215 Chestnut Street from the Historic Resources Inventory.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Vice Chair Steres, Committee members Grannis, Greening, and Bicket
NOES: None
RECUSED: None

C. Historic Determination (HD) 24-0021 Addition of 116 15th Street/116 1/2 15th Street to the City's Historic Resources Inventory (HRI), APN 006-181-006.
Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac
Coastal Zone: Yes
Historic Resources Inventory: No
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Staff recommends the Historic Resources Committee (HRC) add 116 15th Street to the Historic Resources Inventory (HRI), based on the conclusions of the Phase 1 Historic Assessment (Dana Supernowicz, July, 2023) confirming HRI eligibility.
Staff recommends the Historic Resources Committee (HRC) not add 116 1/2 15th Street to the Historic Resources Inventory, based on the conclusions of the Phase 1 Historic Assessment (Dana Supernowicz, July, 2023) confirming HRI ineligibility.
Reference: Garrett McCown, Assistant Planner

Note: The Agenda report contained a typographical error in the Background Section which erroneously identified 307 Fountain Avenue. The correct project was included on the HRC Agenda, addressed correctly multiple times in the agenda report, and properly read into the record as part of the introduction of the item by both the HRC Chair and Staff.

Associate Planner, Garrett McCown presented staff report.
Hunter Eldridge, Project Applicant, presented a report.

Public Comment:
Lisa Ciani
Inge Lorentzen Daumer

Action: Upon motion by Vice Chair Steres and seconded by member Grannis, the committee voted to add 116 15th Street to the Historic Resources Inventory and not

include 116 ½ 15th Street to the Historic Resources Inventory.

Motion carried 4-0-1, by the following vote:

AYES: Chair Anton, Vice Chair Steres, Committee members Grannis, and Greening.
NOES: None
RECUSED: Committee member Bicket

D. Historic Determination (HD) 24-0038 Deletion of 307 Fountain Avenue to the City's Historic Resources Inventory (HRI), APN 006-286-008.
Zoning District/General Plan Designation: R-4/High Density Residential 29.0 DU/ac
Coastal Zone: No
Historic Resources Inventory: Yes
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Staff recommends that the Historic Resources Committee delete 307 Fountain Ave from the Historic Resources Inventory based on the Phase 1 Historic Assessments prepared by qualified Historian, Kent Seavey, and historic preservation consulting firm Page & Turnbull, which conclude that the subject property has lost its historic integrity due to cumulative additions and alterations.
Reference: Garrett McCown, Assistant Planner

Associate Planner, Garrett McCown presented staff report.
Victor Barclay, Project Owner, presented a report.

Public Comment:
Lisa Ciani

Action: Upon motion by member Bicket and seconded by Vice Chair Steres, the committee voted to remove 307 Fountain Avenue from the Historic Resources Inventory.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Vice Chair Steres, Committee members Bicket, Grannis, and Greening.
NOES: None
RECUSED:

9. **CONTINUED AND ONGOING BUSINESS**

10. **NEW BUSINESS**

11. **PRESENTATIONS**

12. **NEXT MEETING - April 24, 2024**

13. **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.

NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE APPROVED MINUTES

REGULAR MEETING AGENDA

Wednesday, April 24, 2024, 3:00 P.M.

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

Copies of the agenda packet are available for review at the Pacific Grove Library, in the Community Development Department, and electronically at www.cityofpacificgrove.org/agendas. The most effective method of communication with the Historic Resources Committee is by sending an email to hrc@cityofpacificgrove.org. In order to allow the Historic Resources Committee 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 Historic Resources Committee 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 MEETINGS ARE CONDUCTED IN PERSON AT CITY HALL COUNCIL CHAMBER AND VIRTUALLY.

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://www.cityofpacificgrove.org/Zoom_HRC

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

AGENDA

1. **CALL TO ORDER & ROLL CALL**
   Chair Anton called the meeting to order at 3:00pm. The following members were present: Chair Anton, Vice Chair Steres, Committee members Grannis, Greening, and Bicket.

2. **APPROVAL OF AGENDA**

   Item 11A moved to 5B.

Action: Upon motion by Vice Chair Steres and seconded by member Greening, the committee voted to approve the agenda as amended.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Committee members Steres, Grannis, Bicket, and Greening
NOES: None
ABSENT: None

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

Staff announcements were made by Associate planner Garrett McCown.
No announcements were made by the committee.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Council announcements were made by Mayor Peake.

5. **GENERAL PUBLIC COMMENT**

A. Written General Public Comment

Action: Received written general public comment.
Action: No General public comments were made.

CONSENT AGENDA

Item 7B was pulled from the consent agenda and put on the regular agenda as Item 8B.

Action: Upon motion by member Grannis and seconded by Vice Chair Steres, the committee voted to approve the consent agenda as amended.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Committee members Steres, Grannis, Bicket, and Greening
NOES: None
ABSENT: None

6. REPORTS FOR INFORMATION ONLY

None

7. REPORTS REQUIRING ACTION

A. Minutes of the March 27, 2024 Historic Resources Committee Regular Meeting.

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve the minutes of the March 27, 2024 Historic Resources Committee Regular Meeting.

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

B. Initial Historic Screening (IHS) 24-0054 for 448 Gibson Avenue (APN 006-531-014).

Zoning District/General Plan Designation: R-1/ Medium Density Residential (10.9 du/ac)

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Staff recommends that the Historic Resources Committee find the property known as 448 Gibson Avenue, not eligible for the Historic Resources Inventory.

Reference: Garrett McCown, Associate Planner

Item was pulled from consent agenda and put on the regular agenda as Item 8B.

Associate Planner, Garrett McCown presented staff report.

Project owner, Karen Bushinger, presented report.

Public Comment:

Inge Lorentzen Daumer

Action: Upon motion by Vice Chair Steres and seconded by member Greening, the committee voted to recommend that the property known as 448 Gibson Avenue not be eligible for the Historic Resources Inventory.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Committee members Steres, Grannis, Bicket, and Greening
NOES: None
ABSENT: None

C. Initial Historic Screening (IHS) 24-0081 for 515 Gibson Avenue (APN 006-545-004).

Zoning District/General Plan Designation: R-1/ Medium Density Residential (10.9 du/ac)

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Staff recommends that the Historic Resources Committee find the property known as 515 Gibson Avenue, not eligible for the Historic Resources Inventory.

Reference: Garrett McCown, Associate Planner

REGULAR AGENDA

8. **PUBLIC HEARINGS**

A. Deletion of 1030 Lighthouse Avenue from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-M/High Density Residential 29.0 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee initiate the historic determination for 1030 Lighthouse Avenue and remove the property from the Historic Resources Inventory, due to loss of integrity caused by catastrophic fire and subsequent demolition.

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown presented staff report.

Public Comment:

Lisa Ciani
Inge Lorentzen Daumer

Action: Upon motion by member Greening and seconded by member Grannis, the committee voted to initiate the historic determination and to remove 1030 Lighthouse Avenue from the Historic Resources Inventory.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Committee members Steres, Grannis, Bicket, and Greening
NOES: None
ABSENT: None

9. **CONTINUED AND ONGOING BUSINESS**

None

10. **NEW BUSINESS**

None

11. **PRESENTATIONS**

A. Presentation on the City Council's Focused Priority Areas and Goals 2023-2025.

Reference: Garrett McCown, Associate Planner

Recommended Action: Receive presentation by Interim City Manager Robert Perrault.

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

Item moved to 5B.

Interim City Manager presented report.

12. **NEXT MEETING - May 22, 2024**

13. **ADJOURNMENT**

3:55pm

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.

NOTICE OF MEETING

CITY OF PACIFIC GROVE

APPROVED MINUTES
HISTORIC RESOURCES COMMITTEE

REGULAR MEETING AGENDA

Wednesday, July 24, 2024, 3:00 P.M.

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

Copies of the agenda packet are available for review at the Pacific Grove Library, in the Community Development Department and electronically at www.cityofpacificgrove.org/agendas. The most effective method of communication with the Historic Resources Committee is by sending an email to hrc@cityofpacificgrove.org. In order to allow the Historic Resources Committee 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 Historic Resources Committee 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 MEETINGS ARE CONDUCTED IN PERSON AT CITY HALL COUNCIL CHAMBER AND VIRTUALLY.

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://www.cityofpacificgrove.org/Zoom_HRC

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

AGENDA

1. **CALL TO ORDER & ROLL CALL**
   Chair Anton called the meeting to order at 3:00pm. Associate Planner conducted roll call with the following members present in the Chamber: Chair Anton, Vice Chair Steres, committee members Grannis, Greening, and Bicket.

2. **APPROVAL OF AGENDA**

   ACTION: Upon motion by member Grannis and seconded by Vice Chair Steres, the committee voted to approve the agenda.

   Motion carried 5-0, by the following vote:

AYES: Chair Anton, Vice Chair Steres, Committee member Grannis, Bicket, and Greening

NOES: None
ABSENT: None

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

Associate Planner, Garrett McCown, made announcements.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Mayor Peake made announcements.

5. **GENERAL PUBLIC COMMENT**

None

A. Written General Public Comment

Leslie Anderson
Lisa Ciani

CONSENT AGENDA

6. REPORTS FOR INFORMATION ONLY

None

7. REPORTS REQUIRING ACTION

A. Minutes of the April, 24, 2024 Historic Resources Committee Regular Meeting.

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve the minutes of the April 24, 2024 Historic Resources Committee Regular Meeting.

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

B. Initial Historic Screening (IHS) 24-0140 for 501 9th Street (APN 006-507-001).

Zoning District/General Plan Designation: R-1/ Medium Density Residential (12.1 du/ac)

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Staff recommends that the Historic Resources Committee recommend to the Community Development Director that the property known as 501 9th Street, is not eligible for the Historic Resources Inventory based on review of property files,

Sanborn maps, and Heritage Society of Pacific Grove documentation indicating that the property has undergone significant alterations to the primary or most visible facade.

Reference: Garrett McCown, Associate Planner

ACTION: Upon motion by member Greening and seconded by member Bicket, the committee voted to approve the consent agenda.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Vice Chair Steres, Committee member Grannis, Bicket, and Greening

NOES: None
ABSENT: None

REGULAR AGENDA

8. PUBLIC HEARINGS

A. Architectural Permit (AP) 24-0044 for 685 Mermaid Avenue (APN: 006-085-003-000).

Zoning District/General Plan Designation: R-3-PGB/High Density Residential 24.8 du/ac

Coastal Zone: Yes

Historic Resources Inventory: Yes

CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation

Recommended Action: Staff recommends that the Historic Resources Committee recommend the Planning Commission approve Architectural Permit (AP) 24-0044 subject to the recommended findings, conditions of approval, and Class 1 and Class 31 Categorical Exemptions (CEQA Guidelines Sections 15301, Existing Facilities, and 15331, Historical Resource Restoration/Rehabilitation).

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Project Architect, Charlie Hornisher, presented report.

Public Comment:
Anthony Belleci
Nicki Donnough
Leslie Anderson
Linda Downham
Cindy Belleci
Inge Lorentzen Daumer
Lisa Ciani
Dean Kasparian

ACTION: Upon motion by Vice Chair Steres and seconded by member Bicket, the committee voted to continue this item to a date uncertain to allow the architect to consider HRC recommended design changes.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Vice Chair Steres, Committee member Grannis, Bicket, and Greening

NOES: None
ABSENT: None

B. HD 24-0149 for the deletion of 120 17th Street from the City's Historic Resources Inventory

Zoning District/General Plan Designation: R-3-PGR

Coastal Zone: Yes

Historic Resources Inventory: Yes

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

Recommended Action: Based on the Phase I Historic Assessment prepared by qualified historian Kent Seavey and Table 2. *Properties Recommended for Removal from the Pacific Grove HRI* from the 2018-2019 Pacific Grove Historic Resources Inventory Survey Update Report (Page and Turnbull), staff recommends the Historic Resources Committee (HRC) delete the subject property from the Historic Resources Inventory (HRI).

Reference: Aaron Campbell, Senior Planner

Senior Planner, Aaron Campbell, presented staff report.

Project architect, Jeanne Byrne, presented report.

Public Comment:

Lisa Ciani

Inge Lorentzen Daumer

ACTION: Upon motion by member Greening and seconded by Vice Chair Steres, the committee voted to remove 120 17th Street from the HRI.

Motion carried 4-0-1, by the following vote:

AYES: Vice Chair Steres, Committee member Grannis, Bicket, and Greening

NOES: None
ABSENT: None
RECUSED: Chair Anton

9. **CONTINUED AND ONGOING BUSINESS**

None

10. **NEW BUSINESS**

None

11. **PRESENTATIONS**

None

12. **NEXT MEETING - August 28, 2024**

13. **ADJOURNMENT**

4:26 pm

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: Katie Clark, Recreation Program Manager

MEETING DATE: September 18, 2024

SUBJECT: Recreation Board Meeting Minutes: September 28, 2023, November 30, 2023, January 25, 2024, and February 22, 2024

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

RECOMMENDATION

Receive minutes.

Attachments

Recreation Board Meeting Minutes September 28, 2023

Recreation Board Meeting Minutes Novemeber 30, 2023

Recreation Board Meeting Minutes January 25, 2024

Recreation Board Meeting Minutes February 22, 2024

Recreation Board Meeting
September 28, 2023

1. CALL TO ORDER –

ROLL CALL – Jay Tulley, Colleen Goldsmith, Ashley Gamble, Darryl Smith, Ximena Waissbluth (late)

2. APPROVAL OF AGENDA - Motion: Tulley; Second Gamble; Approved

3. BOARD AND STAFF ANNOUNCEMENTS:

Katie Clark - Special events - current calendar, Nov 30 deadline

Oct 7 - Butterfly Parade

Oct 7-8 - Heritage Society events

Oct 27 - Music in the Parks canceled by Chamber

Oct 28 - Trick or Treat sponsored by city/chamber

Ice cream social today at Youth Center, Rec Cener will do more

4. COUNCIL LIAISON ANNOUNCEMENTS:

Nick Smith - Liaison

- Groundbreaking of Kimpton Hotel today
- Interim City Manager recruitment ongoing
- GWP - requested a biological study

5. GENERAL PUBLIC COMMENTS:

Vincent Tuminelo - warning of foul situation. PG is a Charter City. State has stepped on our toes: SB-9 Our authority will be threatened by the mandate. Lawsuits from other chartered cities are suing the state for their rights regarding housing element. Parks are open space. See sensiblezoning.org and ourneighnorhoodvoices.com to defend PG's right to autonomy.

Mike Gibbs, on Economic Development Commission. Concern with SB-9 referendum. Housing element in PG, we have limited space and water. Planning commission hosting a public forum on housing next Thursday, in council chambers, 6pm. Cleanup at Washington Park next week too.

Rebecca Lee - Revisit the youth center. Would like to hear head count and ages of kids using it. Not a lot of enthusiasm or knowledge of what occurs there from middle schoolers. Youth center Instagram page needed, not connected to the city website.

4 Written Public Comments -See Report.

6. APPROVAL OF MINUTES: Motion: D. Smith; Waissbluth seconds. Unanimous approval.

7. REGULAR AGENDA

A. Summer Lights Presentation

Overall - people enjoyed. Danced. Many cultural groups were happy. Cleanup went well

Goals for 2024 Repair pier. Invite champions. Improve sound system - need someone with experience to help. More entertainment. Improve light show. More volunteers.

Goldsmith:

Pier being repaired is something the city would have to do.

Tulley- issue with pier?

Answer- didn't want anyone to dance on pier because of uneven pavement and cracking.

B. Chinese Pavilion Project - Elmarie Dyke Park

Mike Lipson for Monterey Bay Chinese Association

See report presentation.

Public Comment - Inge Lorentzen - Elmarie Dyke Park is a fitting location.

Board comment - Jay Tulley - Nice presentation. If a group is invested it helps with taking care of the plot. The wall [moongate] looks big. Gamble, Smith, Waissbluth concur.

Goldsmith - what is the significance of the moongate?

The moon is important in the culture, but we can return with another material.

Discussion - $12,500 budgeted for Elmarie Dyke Park. It would beautify the area

Tulley - Motion that we endorse idea for Elmarie Dyke Park.

Waissbluth - Second

C. City of PG Volunteer Program presentation. See Report.

Smith - how do you recruit volunteers?

City Insta; list; word of mouth.

In response to Tulley - volunteers do open and lock the Lighthouse.

Tulley, then precedent is set for volunteers being in charge.

In response to Waissbluth - need more docents at Lighthouse. Always looking for more, a lot are recurring volunteers. Need a strong backbone in programs to have volunteers.

Smith - recognizes it's hard to get volunteers; has access to a lot of youth, can connect.

Motion: Tulley - request staff bring to board proposals for the following volunteer position descriptions and scope of work to fit with overall goal to increase recreation:

Youth center

Pool

Community center

Sports programs

Smith seconds. Motion passes unanimously.

D. 2023 Summer Program Report - Katie Clark. See Report.

Public comment

Daniel Miller – Has two teens and youth center not open to them yet. Community center needs flag raised. When he was young every park had a program. How much revenue do the programs bring in? How much do they cost us? Programs are falling short of how much staffing we have.

Board comments –

Goldsmith – is PGUSD applying for grant.

Increase in numbers, but what were the numbers pre-Covid.

Answer: pre-Covid was not digitized would need a lot of time to go through old paperwork.

Goldsmith – parent satisfaction process?

Creating that survey for future, don't currently have.

Tulley – would like to track both summer and school year numbers. Also, what is ratio of campers to counselors?

Answer: Follow American Campers Association guidelines.

Marketing and follow up are important, suggest Microsoft Forms.

Would like to see cost and income.

Youth center position is filled, rec position filled.

Smith – agree with caller that there is a lack of opportunity for activities for teens.

PGUSD has a role. The number 263 (campers), where did it come from? Who registered?

Answer: 85 students attended 1, 2, or 3 weeks. Average attendance was 30-35 per week.

Number of students per day between 28-40.

PGUSD paid for this through a grant. City MOU with PGUSD.

Smith – it was a large grant. Nobody knows how the families that were picked.

ELLP grant may have extended to other items.

We don't have a soccer program, flag football program, etc,

Why do we not have a contract person that runs a basketball program, soccer program etc?

Joint Use Agreement allows City of PG to use PGUSD sites when running city programming – fees are waived, this is mutual.

Answer - Yes, we can do contractors. Now that we have a Sports Coordinator he is working for a full schedule of programs that we would run; he's currently checking fields. All those pieces are being put in place. Some contractor programs are expensive; determining which to use to keep costs down, and offer quality programs.

Smith - Every kid in PG is in Carmel doing basketball with *Next Level.*

We need to get Robert Down and Forest Grove kids playing together.

Want the full report from PGUSD about the summer program.

Answer - Will update as soon as we have the programs ready and in place, figuring all that out now. Our Sports Coordinator has tons of local contacts.

Tulley – concurs with Smith. Joint Use Agreement has been one sided. Adult sports as well; we shouldn't be constrained by contractors; need more access to facilities as well. We would like to be involved, not just receive presentations, because we have a lot of ideas.

Smith – The effect of Covid on kids has been real, they're stunted; all the things that athletics teach with the right leader need to be up and running. We're more concerned with locking things up than using the facilities.

Motion – presentation at next month's meeting from Sports Coordinator updating on what he's doing. What is the road map to increasing access to facilities? Discussion strayed without a vote.

Smith – new interim superintendent is receptive. Our kids should have access to these facilities.

Gamble – compliment the sophistication of the swim program. Would like to see these other programs too.

E. Fiscal Year Expenditure and Revenue Report. See Report.

Tulley asks about contract services and personnel.

We do a 70/30 split with contractors.

Utilities, does the $169K include watering the golf course?

Water from all accounts, will check with PW to see if golf course included.

Why aren't golf and tennis revenue included in this report?

Will check with PW.

Seem to be operating at a significant loss.

Internal Service Charges – e.g. employee benefit, it's a way some costs are tracked, true with all depts.

Will check with Finance.

What is Off-Salary Adjustments?

Bank Fees – for credit card use for registrations; the reg fees are included

Finance and accounting control numbers 5101 – 5145

F. Adult Recreation Opportunities – See Report

Tulley, is there revenue to the city for these programs?

Luck Coletti – PG city council asked about looking into reducing fees in order to get more use of facilities

G. ARPA funds Projects

Rebecca Lee – re: par course at GW Park. Reforestation is key to climate change. In GW Park subcommittee. Recent work done was damaging. For now, working with PW to mitigate damage. Don't consider anything to GW Park for the time being.
Smith – par courses have been taken down over time, not that popular, cost is about $20k, but let's find out first if there's any actual interest.
Water refill station cost approx. $10,000, info from PW. Seems expensive. Will follow up.
Tulley, we've never had a clear vision of what Zone 1 in GW was supposed to be. This has caused issues repeatedly. Larger lens is we need a master plan for our open spaces. We need an open space assessment / master plan.
Goldsmith – bc of housing element everything is in flux. Not best time to do this.
Tulley – For $20k - Need exact figure on refill station. Money towards Chinese Pavilion project. Allocate a little bit of funding for sports equipment, maybe $5k, but we'll have to see.
Goldsmith - we can't make a final decision tonight until we know more - 1- how much a refill station is and 2- until we get Sports Coordinator input, then we see how much is left over for Elmarie Dyke park. So let's carry this forward as unfinished business until next meeting.

H. Skatepark Subcommittee
Tulley summarizes previously discussed ideas and proposals.
Smith, need to contact Alex White and other gentleman
Purchasing of portable ramps possible, but they are louder than concrete.
Gamble and Tulley on subcommittee.
Coletti – can't have members of the public appointed to a subcommittee
Future meeting:
Playground equipment for 2-5 yr olds
Presentation of Sports Coordinator
Next Meeting is scheduled for 10/26.
Meeting was adjourned at 9:27

Submitted by Ximena Waissbluth

RECREATION BOARD
MINUTES 11/30/23

1. CALL TO ORDER – 4:04
ROLL CALL –
Present: Colleen Goldsmith, Ashley Gamble, Ximena Waissbluth
Absent: Jay Tulley, Darryl Smith

2. APPROVAL OF AGENDA - Motion approved

3. BOARD AND STAFF ANNOUNCEMENTS:
Clark – Holiday Parade of Lights at 6:00pm today. Caledonia Park winter activities this Saturday, see Chamber website

Goldsmith – Amy Colony will make presentation to city council on 12/20 about the Chinese Pavilion Project. Darryl Smith is enthusiastic about the new soccer program for P.G.

4. COUNCIL LIAISON ANNOUNCEMENTS:
Liason Smith absent, no announcements.

5. GENERAL PUBLIC COMMENT:
None.
Written Public Comment: See Agenda Report. 7 letters -
3 - Fred Jealous requests that the Rec Board discuss and resolve issues to noise pollution and sound violations at Morris Dill Tennis courts. Letters also sent to City Council.
2 - Carmelita Garcia - Requests Rec Board discussion on leashed dogs being allowed in Jewell Park. Alerts Rec Board and City Council to skateboard project needing ADA compliance.
1- Inge Lorentzen Daumer likens PW Director to other PG 'NIMBY' residents for not wanting a skate park in 'his' facilities.

6. APPROVAL OF MINUTES: Motion: will be submitted next time

7. REGULAR AGENDA
A. Update, Skatepark and George Washington Park Playground. Reference - Daniel Gho, Public Works Director. Katie Clark presenting in Gho's stead.
See Agenda Report.

No public comment.

Goldsmith – Is there a cost estimate of staff time?
Clark will check with PW and report back.
Bob Perrault, Interim City Manager - The direction is clear and staff is moving forward. There is good reason to track the resources. Expects council will be able to bring back by mid-January.

Goldsmith - Is there an expiration date of GW Park grant?

Clark believes the grant is good until December 2024 but will check expiration date and confirm. Regarding RFP for playground equipment, Clark will report back on whether all new RFP must be written or if the current one can be updated with new dates.

Goldsmith - Has the backstop been installed?
Clark will check with PW director, thinks it's set to go forward in the spring.

B. Recreation Dept Updates, Reference - Katie Clark, Recreation Manager
See Agenda Report.

Waissbluth – Outreach to other schools not in PGUSD?
Clark – City FB page; other schools have many requirements re flyers, will continue to try.

Goldsmith – Survey type?
Clark – Considering surveys to capture best information. Combination of numbers and fill in questions.

Goldsmith – Fee waivers or scholarships?
Clark – Available for qualified PG families through the "Take Part" program.

Goldsmith – Senior activities?
Clark – Adult programming is a goal. Working with PG Adult School to not duplicate. Hiring one more Coordinator that will help with staff time.

C. Youth Center Update, Reference - Katie Clark, Recreation Manager
See Agenda Report.

Gamble – Can PGMS have an event at Youth Center at no charge?
Clark – request needs to go through district office, meet requirement for joint use agreement.

Waissbluth – Types of middle school and high school activities requested?
Clark – Art, theater, clubs, gaming, and more

Waissbluth – Again, outreach beyond PGUSD? Can the HS kids themselves be the 'teachers' of with a staff on site?
Clark - Yes

Goldsmith – What would be a timeline, get an activity guide out for 2024?
Perrault – Likely the spring

8. NEXT MEETING - December 28, 2023

9. ADJOURNMENT –
Adjourn at 4:58

Submitted by Ximena Waissbluth

MEETING MINUTES

CITY OF PACIFIC GROVE

RECREATION BOARD

REGULAR MEETING AGENDA

Thursday, January 25, 2024, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://us02web.zoom.us/j/89515361078

1. **CALL TO ORDER**

Chair Goldsmith calls meeting to order at 6:04. Present in Chamber Colleen Goldsmith, Jay Tulley, Ashley Gamble, Ximena Waissbluth. Absent Darryl Smith

2. **APPROVAL OF AGENDA**

Upon motion by Commissioner Tulley, and seconded by Commissioner Gamble the Rec Board voted 4-0-1 to approve the agenda

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

Rec Manager Clark reported that the call for CIP Projects has been put out by Public Works; the applications will be due March 20. Clark reported that the Skatepark report is scheduled to go before City Council on 2/7/24. Clark reported that PG Rec will be offering Track and Field this spring, registration will be open early March. Clark reported that Rec Staff will be looking to hire life guards, swim instructors and camp counselors, and a 30 hr rec coordinator position. Finally, the Rec Board will consider changing the meeting time back to its original time of 4:00pm, will be considered at the February meeting.

Chair Goldsmith reported that Backstop Engineering has commenced and Public Works is Awaiting final drawings. Chair Goldsmith reported that the second RFP was issued for George Washington Park and it will be on the February meeting agenda. Chair Goldsmith reported that the skate park evaluation has been ongoing. Chair Goldsmith reported that recreation proposals for high school students are still not ready. Chari Goldsmith reported on an issue of pickleball misinformation and clarity is needed that the Community Center does not currently possess quiet paddles. Finally, Chair Goldsmith reported that she and Commissioner Gable attended the PG City Council meeting previously and expressed support for the skate park and the Chinese Pavilion Project.

4. **COUNCIL LIAISON ANNOUNCEMENTS -** None

5. **GENERAL PUBLIC COMMENT**

Written General Public Comment was received from Inge Lorentzen Daumer.
Public Comment Received from Fred Jealous, Andrea Drakos, Jerry Norton, Mary Albert, Anne Jealous, Steve Albert, and Inge Lorentzen Daumer

6. **APPROVAL OF THE MINUTES**

A. Recreation Board Meeting Minutes September 28 and November 30, 2023
Action: Approve minutes

7. **REGULAR AGENDA**

A. FY 2023-2024 Special Event Late Addition Enchanted Forest
Action: Approve Enchanted Forest as a Special Event for inclusion in the FY 2023-2024 Special Events Calendar, and recommend to waive the trail use fee for the event.
Public Comment: Inge Lorentzen Daumer, Svatka Wright
Discussion: Event will be held June 1, 9am-1pm; trail and activities around Rip Van Winkle Park; 20-25 staff; promote fitness and mental well being, geared towards young children; will use biodegradable markers such as flour; will comply with PW guidelines; will provide crossing guard.

Approval passed unanimously.

B. FY 2023-2024 Special Event Late Addition EDC Concert Series
Action: Approve the first date of the EDC Concert Series as Special Event for inclusion in the FY 2023-2024 Special Events Calendar; recommend that city council approve the event. No wine or food sales allowed. Event will be forwarded to Planning Commission for review and approval.

Public comment: Inge Lorentzen Daumer

Approval passed unanimously.

C. FY 2024-2025 Special Events Calendar
Action: Approve the seven proposed special events to be billed at full cost recovery rate, and approve the twenty three special events as city sponsored events and waive fees for city staff and support, equipment and facility usage.
Public comment: Mike Lipson, Inge Lorentzen Daumer

Approval passed unanimously.

D. Community Volunteer Program
Action: Recommend that the Recreation Program Manager provide the scope of work and duties to

the
Rec Board, then if approved to be forwarded to the Volunteer Program Manager, specifically to set up the ability to have volunteer lifeguards at Lovers Point Pool by this coming summer, and allow adults to support city staff at the Youth Center and Community Center. Recommend providing notifications to the community about the volunteer opportunities at the pool and youth center that will be available.

Recommendation passed 3-1-1
Ayes : Commissioners Tulley, Gamble, Waissbluth
Noes: Chair Goldsmith
Absent: Commissioner Smith

8. **NEXT MEETING - February 22, 2024**

9. **ADJOURNMENT**
Rec Board meeting adjourned at 8:04pm

Respectfully submitted by Ximena Waissbluth

MEETING MINUTES

CITY OF PACIFIC GROVE

RECREATION BOARD

REGULAR MEETING AGENDA

Thursday, February 22, 2024, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:
https://us02web.zoom.us/j/89515361078

1. **CALL TO ORDER**
Chair Goldsmith called the meeting to order at 6:00pm.
Present: Darryl Smith, Jay Tulley, Ashley Gamble, Ximena Waissbluth
Absent – Council Liaison Nick Smith

2. **APPROVAL OF AGENDA**

3. **BOARD AND STAFF ANNOUNCEMENTS (City-Related Items Only)**
Katie Clark:
- Thank you to all for help during storm
- Hiring for summer staff - www.cityofpg.org/jobs
- Thank you to PGUSD for help in hiring efforts
- Soccer program finished, thank you to all staff and PGUSD for season
- Youth Track and Field registration opens March 4
- Summer Program information forthcoming

Board:
- Tulley – great soccer program, thanks to all for making that happen
- Chair Goldsmith – Chinese Pavilion project – site meeting 2/26 to view an alternative site
- Backstop installation scheduled after PGHS and PG Pony baseball/softball season
- GWP playground equipment on March agenda – urgency to make it happen
- Chautauqua Hall – 60 pg report on city website; condition of building important for all
- Youth Center rec for teens and adult rec on March agenda. Complaints that older teens don't have access to youth center and there aren't recreational offerings for older teens.
- Pickleball – more procedures being implemented to meet concerns of neighbors

4. **COUNCIL LIAISON ANNOUNCEMENTS**
Nick Smith - Absent

5. **GENERAL PUBLIC COMMENT**
None

Written General Public Comment received from:
Christie Thomas on 1/31 and 2/01
Dan Gho on 2/13 re procedures for Community Center

6. **APPROVAL OF THE MINUTES**
To be approved in March

7. **REGULAR AGENDA**

A. Selection of Officers

Reference: Katie Clark, Recreation Manager
Recommended Action: Select a Chair, Vice Chair and Secretary to serve in their respective capacity for the 2024 calendar year.

Tulley nominates Colleen Goldsmith
Unanimous Approval for Colleen Goldsmith as Chair

Waissbluth nominates Jay Tulley for Vice Chair
Unanimous Approval for Jay Tulley as Vice Chair

Chair Goldsmith nominates Ximena Waissbluth for Secretary
Unanimous Approval for Ximena Waissbluth and Ashley Gamble as Co-Secretaries

B. Recreation Board Meeting Time

Reference: Katie Clark, Recreation Manager
Recommended Action: Recommend that the Recreation Board meet at 4:00 pm on the fourth Thursday of every month

Action: Move to 4pm – motion passes unanimously

Public Comment by Rebecca Lee and Inge Lorentzen

C. Recreation Department Update

Reference: Katie Clark, Recreation Manager
Recommended Action: Receive report for discussion.

Discussion: - All Commissioners support and appreciate the Recreation Manager and staff.
- All Commissioners appreciate the variety of offerings.
- Significant bridges have been built with PGUSD.
- No kids should be turned away from participating in sports.

- We should emphasize special coastal location - add ocean related activities like boogie boarding, surfing, kayaking, volleyball…
- Bring back weekend ski trips next year, historically successful and community building

D. Recreation Board Goals 2024

Reference: Colleen Goldsmith, Recreation Board Chair
Recommended Action: Receive report and approve goals.
Chair Goldsmith - Change Action to: Create a subcommittee for deeper discussion and postpone approval to March meeting. Subcommittee can be limited to two.

Public comment by Rebecca Lee

Discussion:
– Chautauqua Hall & playground equipment are necessities. WAVE Program is re-starting and community project could fit in with tree planting.
– 3 levels of goals
1) Improve quality of parks and rec facilities
2) Increase access and opportunities
3) Improve communication between city and public re Rec Programs.

– Skatepark item be heard at City Council 2nd meeting of March.

– Rec Board can endorse Chautauqua Hall Improvements
– Big Picture Goals
- Open Space Plan
- Collaboration with PGUSD
- Revisit Joint Use Agreement for fields
- Survey was a great data point, should do another
- Improve access, e.g. bathrooms at tennis courts

Action: Subcommittee created: comprised of Jay Tulley and Darryl Smith

E. Fiscal Year 2024/25
Reference: Katie Clark, Recreation Manager
Recommende Action: Provide the Chair with direction on FY24/25 CIP project submission ideas on behalf of the Recreation Board

Dan Gho lists last years' projects:
Open Space Study; GW Park Master Plan; GWP Stormwater improvement;
Athletic Field Repairs (backstop funded, completion in June); Chinese Tea House

Action:

Motion - Endorse the Chinese Pavilion Project if it's at El Marie Dyke Park
Motion passes unanimously

Motion - Open Space Study for $100,000

Motion passes unanimously

Motion - Tree Planting model program- $10,000
Motion passes unanimously

Motion - GW Park stormwater and drainage at the ball field - $50,000
Motion passes unanimously

Motion - Grow capability and equipment of sports programs, e.g. soccer goals – $10,000
Motion passes unanimously

8. **NEXT MEETING – March 28, 4pm**

9. **ADJOURNMENT 7:51**

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Fred Marsh, Administrative Services Director

MEETING DATE: September 18, 2024

SUBJECT: Fiscal Year 2024-25 Budget Amendments

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

RECOMMENDATION

1. Request the City Attorney to read the title of the ordinance
2. Motion to waive further reading of the ordinance
3. Introduce and hold the first reading of an ordinance amending the operating and capital budget for the Fiscal Year 2024-25
4. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney

DISCUSSION

Staff will make a PowerPoint presentation tonight that will present a few different scenarios to be considered by Council regarding the possible uses of projected surplus reserves in excess of the General Fund reserve policy (35% of operating expenditures for the fund), based upon the five-year forecast included in the adopted budget for FY 24-25. These scenarios include the following:

A. Transfer the surplus funds to increase the funding levels of one of the following funds:

a. Insurance Internal Service
b. General Fund CIP
c. Vehicle Replacement
d. Special Revenue Equipment Replacement Funds

B. Funding of one or more of these proposed new positions (funding for ½ year in FY 24-25):

Proposed New Position	Est. Annual Cost	Est. Impact FY 24-25
City Forester	$230,000	$115,000
City Engineer	306,000	153,000

In addition to the above, it is proposed to do the following: (no additional funding required):

1. Add a floating FTE to Police without requiring additional funding (i.e. funded by existing personnel cost savings)
2. Change the allocation of one planner from 75% Planning/25% City Manager to 100% Planning

C. Funding of additional one-time capital projects and programs for Fiscal Year 2024-25, including:

Proposed Project/Program	Estimated Cost
Sidewalk Extension at Lighthouse and Fountain	$340,000
Sidewalk Projects (David, Sinex, Sunset)	175,000
Housing Element Modifications	108,000
Butterfly Sanctuary Fencing	75,000
Pickleball/Tennis Court Resurfacing and Sound Fencing	47,000
George Washington Park Drainage	50,000
POA Contract Adjustments	36,000
Contract Amendment for Demographer	33,000
ADA Access at George Washington Park	25,000
Total of Above	**$889,000**

Attached is a current funded and unfunded cip list for Fiscal Year 2024-25. The recreation commission recommended the pickleball/tennis court and George Washington Park projects, along with developing a park master plan. Note that both the pickleball/tennis court and George Washington Park projects are currently included in the unfunded capital improvement project (cip) list. At this point in time, we recommend that the park master plan remain on the unfunded project list.

D. Make no changes to current projected General Fund reserve levels

OPTIONS

- Introduce and hold the first reading of this ordinance
- Direct the City Manager to modify the proposed budgetary adjustments outlined in the ordinance
- Direct the City Manager to take an alternative action

FINANCIAL IMPACT:

Dependent on the direction provided by Council at tonight's meeting.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Ordinance for FY 24-25 Budget Update
Recreation Board Recommendations
FY 24-25 Unfunded Project List
Powerpoint FY 24-25 Budget Update

ORDINANCE NO. xx-xxx

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

FACTS

1. The City Council approved the FY 2024-25 Budget on June 19, 2024.

2. It is customary to amend the budget to adjust revenues and expenditures to reflect updated information since the adoption of the FY 2024-25 Budget.

3. The City Manager is recommending amendments to the FY 2024-25 Budget to reflect the City Council goals for the fiscal year budget

4. The Council has determined it is appropriate to amend the approved budget for FY 2024-25

5. Pursuant to Charter Article 156, an amendment of the budget must be approved by ordinance.

6. A summary of the ordinance, approved by the City Attorney, was published on _____.

7. In the enactment of the ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 154, Section 15000, et seq.

8. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) Guidelines Section 15378 because it is an organizational or administrative activity that will not result in direct or indirect physical changes to the environment.

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 set forth within the body of this ordinance.

SECTION 2: The expenditure budget for the General Fund is amended for the items listed below. Which by reference are incorporated as set forth in its entirety.

A. Additional Capital Projects

Proposed Project/Program	Estimated Cost
Sidewalk Extension at Lighthouse and Fountain	$340,000
Sidewalk Projects (David, Sinex, Sunset)	175,000
Housing Element Modifications	108,000
Butterfly Sanctuary Fencing	75,000
Pickleball/Tennis Court Resurfacing and Sound Fencing	47,000
George Washington Park Drainage	50,000
Contract Amendment for Demographer	33,000
ADA Access at George Washington Park	25,000
Total of Above	**$853,000**

B. Additional Positions

Proposed New Position	Est. Annual Cost	Est. Impact FY 24-25
City Forester	$230,000	$115,000
City Engineer	306,000	153,000

C. Additional Personnel Changes

1. Add a floating FTE to Police without requiring additional funding (i.e. funded by existing personnel cost savings)
2. Change the allocation of one planner from 75% Planning/25% City Manager to 100% Planning

SECTION 3: In accord with Article 15 of the City Charter, this ordinance shall become effective upon adoption thereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 2nd day of October, 2024, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:

_____
SANDRA KANDRELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

Committee Recommendation

TO: (Council Liaison) Nick Smith

FROM: (Chairperson) Colleen Goldsmith

COMMITTEE: Rec Commission

DATE: 9/5/2024

RECOMENDATION (include date of committee vote)

Rec Commission Motion 8/22/2024 to Request Funding for 3 Recreation Items @ 9/18 Pacific Grove City Council Meeting.

DISCUSSION(attach continued discussion)

Please refer to 3 Attachments

1) Geo Washington Park: Storm Water Improvement Plan for Ballpark

2) Improvements to Morris Dill Tennis Courts

3) Parks & Open Space Study

FISCAL IMPACT (if known)

all 3 items estimated cost: 100K to 150K

ATTACHMENTS

Thank you - review and approval

Colleen Goldsmith, Chair Rec Board

ATTACHMENT #1

George Washington Storm Water Improvements Plan is necessary due to the conditions that arise in the ballpark when it rains and floods out. Practice and ball games are directly affected by the field conditions, and schedule changes are required of all leagues and teams utilizing the field.

Both the Municipal ball field and GWP are heavily utilized by the various baseball teams for their games. GWP field is vulnerable to flooding due to the location site in which Sinex Avenue is located at a higher level than the ballpark. Proper drainage would alleviate the flooding issues that have been ongoing, and which disrupt recreational sports.

It is recommended by the Rec Board that funding be considered for an engineering review of the GWP site and depending on professional evaluation, the drainage issues be resolved to ensure sports teams can play at the park.

Attachment #3

PARKS AND OPEN SPACE STUDY

The Recreation Commission developed and completed a working document in 2019 called the Parks Inventory and Condition Assessment to identify parks and open space in the City of Pacific Grove and to evaluate associated assets. While this project was a first positive step in promoting both park maintenance and repair projects, it does not address the greater need for park and open space planning. In order to provide the most comprehensive approach to park and open space management/development, the Rec Board is recommending a project for a park and open space study.

Pacific Grove currently maintains and operates several municipal parks and recreational facilities in addition to regional open space (OS) and provide services for jointly operated facilities such as the Monterey Bay Coastal Trail and Lynn "Rip" Van Winkle Open Space. One of the benefits of a Parks and Open Space plan would be to provide a comprehensive review of existing open space and a long-range vision of open space needs for PG.

Plans of this type are typically intended to serve as: a tool for implementing the City's General Plan; a prioritized reference document for the city's Capital Improvement Program; and a support document for future land use studies

Open Space Plans are usually flexible so that actions may be implemented as opportunities arise. Additionally, an OS plan will look at adjacencies (land owned by other entities such as school districts) for maximizing the potential for meeting OS opportunities. Most importantly, an OS Plan will identify and categorize existing parks and OS in the community and identify where deficiencies exist, including accessibility to OS and how best to address those needs. Issues that frequently surface are for sports fields, play courts such as Pickle Ball and specialty facilities like a dog park. An OS plan also strives to identify sensitive and natural areas within the community and how to best manage public access to these places.

The process of creating a Parks and Open Space Plan provides for a high level of community involvement as it relates to parks issues and needs in a specific area of the city. Participation at this level helps promote ownership of parks and park related issues and assists in creating a long-range plan for the city, in conjunction with the city charter for providing leisure pursuits.

Creation of a Parks and Open Space Plan is an investment in our city's future and would result in improvements, while providing a diversity of recreational and leisure opportunities and preserve OS for future generations. Although a comprehensive Parks and Open Space Plan will require funding for a consultant and staff time to complete, the comprehensive plan the city and residents jointly develop will accurately reflect the interests and needs of the community. The result of such an OS Plan would be a valuable tool to address future park and recreation issues.

ATTACHMENT #2

Improvements to Morris Dill Tennis Courts

Providing residents of Pacific Grove with opportunities to play both tennis and pickle ball have been ongoing and not without certain challenges. These issues include the noise and sound issues associated with pickle ball to the nearby residents and management of court playtimes. In an effort to fulfill the demands for expanded pickle ball playtimes and access to PB courts, a resident in PG has successfully reached out to PGUSD for access to tennis courts at the PGHS. PGHS will repaint the tennis courts to also allow for PB and the Adult School intends to use the high school courts for their PB classes in September. Additionally, it is hoped that PB players will be able to use these courts when classes are not in session at the HS. This also provides for a second location for PB play in PG.

Back at Morris Dill tennis courts, a proposal to restripe an existing PB court to allow for three games to occur simultaneously and installation of sound reducing wall covers has been proposed. If effective in reducing the noise and disruption to nearby residents, it is anticipated that hours and days of permitted PB may be increased.

There are some other issues and costs associated with this project which need to be addressed. The current condition of the tennis courts is fair to poor and the useful life of the most recent resurfacing of the tennis courts is near its end. There have been some attempts at superficial repair of the courts, but both tennis and PB players have complained about the condition of the court surface. It has been noted that when the gates were not locked, residents and their bikes and dogs have been observed using the tennis courts.

The Recreation Board would like to recommend for consideration that the proposed improvements at Morris Dill Tennis Courts be funded as a significant recreational need for PG residents.

FY24/25 Unfunded Project List

Reference #	PW Priority Ranking	Project Name	Category	Project Description	Funding Notes	PW Staff Notes	Submitted By	TOTAL	FY23/24	Proposed FY24/25 Budget	FY25/26	FY26/27	FY27/28	FY28/29	City Council Focus Areas/Goals Alignment.
1	1	**Del Monte Blvd Stormwater Improvements**	**Stormwater**	Stormwater improvements on the failed section of Del Monte Blvd have been discussed for years. The project was split into phases due to unavailability of funding and lack of formal stormwater funding. In FY22/24. Phase 1 of the Del Monte Blvd. Stormwater Project was completed. The scope of work included: replacement of 390 LF of failed stormwater pipe, reconstruction of 1 catch basin, construction of 2 new catch basins, and installation of 3 stormwater access manholes. This project proposes funding the scope of work for Phase 2, which includes completing the remaining storm drain segment to the east of where Phase 1 left off up to Spray St. including replacing an 18" crossing toward Companion Way. The scope of work for Phase 3 is to continue a new 24" storm drain along Del Monte to the west to Coral St., then down Coral to connect to an existing to an existing line. Additional storm drain improvement are proposed between the Balboa and Shell Ave. intersections.	In 2021, the project was approved for inclusion in the FY21/22 CIP with a $150,000 budget derived from the American Rescue Plan Act (ARPA) funds (Ord. 21-027). An additional $75,000 allocation from the General Fund and $75,524 from the Strong Disbursement Fund in FY22/23 which brought the full Phase 1 project budget to $300,524.	Stormwater improvements are vital. Additionally the roadway is in a deteriorated and failed state and will continue to be deferred until underground stormwater improvements can be made.	PW	$ 710,000	$ -	$ 320,000	$ 390,000	$ -	$ -	$ -	Infrastructure;
2	2	**Lovers Point Pier**	**Parks & Recreation**	The Lovers Point Pier Repair and Restoration project is a multi-year project that addresses damage sustained during January 2021 winter storms, with the seaward tip of the pier affected by wave runup and impact forces. Given limited information on the pier's structure, additional exploration was deemed necessary, leading to the closure of the pier tip for safety reasons. With a $100,000 allocation from the FY21/22 Capital Improvement Program, an agreement with GHD was authorized by the City Council in December 2021. The scope included comprehensive investigations, conditions assessment, interim repair design, and permit and grant support. At the June 21, 2023 meeting, the Council reviewed findings and opted to proceed with the near-term repair option, while also requesting further details on the estimated costs and grant opportunities for the long-term solution.	The projected construction cost for the near-term option is $1.45 million. Staff recommends allocating 15% of this construction estimate to enable the City to pursue grant funding. Typical grant matches range from 15% to 25%.	N/A	PW	$ 1,450,000	$ -	$ 217,500	$ 1,232,500	$ -	$ -	$ -	Infrastructure;
3	3	**Crespi Pond Bathroom Repairs**	**Facilities**	Public restroom amenities are lacking on the city's coastline. Currently, the only bathrooms along the 4 mile stretch of the Pacific Grove Recreation Trail are located at Lovers Point and Crespi Pond. The restroom at Crespi Pond is over 60 years old, deteriorated and not up to par with modern day facilities. This project would allow for installation of a prefabricated restroom to replace the existing bathroom. This is a multi-year project with year 1 allowing for permitting and environmental, and year 2 allowing for construction/installation.	The funding for this project was initially allocated in the FY22/23 Capital Improvement Plan (CIP) but was rescinded on May 1, 2024. The remaining budget earmarked for this project was reallocated to the Fire Station Bathroom Shower & Remodel Project due to time constraints preventing completion before the ARPA deadline. Staff has communicated that the project would be placed within the CIP for funding consideration.	N/A	PW	$ 30,000		$ 30,000	$ -	$ -	$ -	$ -	Infrastructure;
4	4	**Exterior Painting of Chautauqua Hall**	**Facilities**	Built in 1881, this cherished wood-framed community meeting hall has stood the test of time. Designated a California Registered Historical Landmark in 1970, and lovingly owned and managed by the City of Pacific Grove, Chautauqua Hall has been a hub for classes, events, and local community groups, including the beloved Boy Scouts. In 2023, the City contracted Wiss, Janney, Elstner Associates, Inc. (WJE) to conduct a vital assessment under the Capital Improvement Plan (CIP), aiming to provide insights for maintenance and potential interior enhancements. Addressing exterior wood elements, such as paint removal and repainting, emerged as a high-priority project to be tackled within 1-2 years.	N/A	Three proposals were presented to tackle the facility improvements listed in the WJE building assessment, including submissions from the HRC, PC and Staff. The Heritage Society has also indicated support of these projects. However, these proposals mandated addressing all projects with a budget of $300,000 to $400,000, which proves unrealistic given the limited available funding and absence of a dedicated funding source for these enhancements. Public Works suggests a phased approach, prioritizing the most critical needs initially and gradually addressing additional projects in subsequent years.	Public Works, HRC and PC	$ 60,000	$ -	$ 60,000	$ -	$ -	$ -	$ -	Infrastructure;
5	5	**Morris Dill Courts Resurfacing**	**Parks & Recreation**	This project would allow resurfacing of the Morris Dill Courts which has cracked and deteriorated since the courts were last resurfaced in 2018. The courts were last resurfaced approximately 7 years ago. They have deteriorated and new cracks and deficiencies have appeared. This is a heavy used community recreational facility and should be maintained in good order. This is also the only publicly available set of courts in Pacific Grove.	N/A	N/A	PW	$ 35,000		$ 35,000					Recreation Services; Infrastructure;

FY24/25 Unfunded Project List

Reference #	PW Priority Ranking	Project Name	Category	Project Description	Funding Notes	PW Staff Notes	Submitted By	TOTAL	FY23/24	Proposed FY24/25 Budget	FY25/26	FY26/27	FY27/28	FY28/29	City Council Focus Areas/Goals Alignment.
6	6	**City Hall Security Enhancements**	**Facilities**	The City had a security consultant assess City Hall. The Council set aside $80,000 for a key card entry system and related hardware, with any remaining funds to be used for security cameras and/or panic buttons. The security consultant also recommended closing public access to office areas that having swinging doors or no doors. This would be accomplished by installing a wall or door in the Administrative Services and CDD officers; and some type of entry counter or other improvement that would require members of the public to check-in before entering the City Manager's office areas.	N/A	This is a recommendation from the City's security consultant.	ASD	$ 50,000	$ -	$ 50,000	$ -	$ -	$ -	$ -	Infrastructure;
7	7	**Sunset Ave Pedestrian Trail**	**Streets**	This project would create a pedestrian trail along Sunset Ave from Asilomar State Beach to the Fish Wife Restaurant and greatly improve pedestrian safety. Currently there are no formal pedestrian facilities on this stretch; pedestrians often walk in the designated bike line or along the road edge adjacent to parked cars and the travel lane. This would be a multi-year project that would allow for design/permits (year 1) and construction (year 2).	N/A	N/A	Traffic Safety Commission	$ 120,000	$ -	$ 100,000	$ 20,000	$ -	$ -	$ -	Infrastructure;
8	8	**Upgrades to "Bubble-Up" Stormwater Infrastructure**	**Wastewater**	This project will entail connecting "bubble-up" storm drain inlet infrastructure at strategic locations to the main storm drain lines. "Bubble ups" are when two storm drain inlets (on either side of the road) are connected to each other but not to a larger main storm drain pipe. Bubble-ups allow runoff to enter the inlet and settle for sediment removal and prevent water from puddling on the roadway. However, overtime and during rain events, the bubble ups become full of stagnant water, produce an unpleasant smell, and attract mosquito larva. Improvements can be made by connecting the bubble ups to the storm drain network, in specific areas where existing pipes have been installed to allow for connection. Locations include: Spruce Ave at 17th St, Laurel Ave at Carmel Ave, Laurel Ave at Locust St, Laurel Ave at 13th - 14th Streets, Fountain Ave at Gibson Ave, Fountain Ave at Junipero Ave	N/A	N/A	PW	$ 100,000	$ -	$ 100,000	$ -	$ -	$ -	$ -	Environmental Stewardship; Infrastructure;
9	9	**Stormwater Infrastructure Master Plan**	**Stormwater**	This project would provide seed/grant match funding to allow staff to pursue grants for the development of a Stormwater Infrastructure Master Plan. This plan will provide the City with a roadmap to address stormwater infrastructure citywide and create a plan of action for future stormwater improvement projects via the CIP. This project is also the first step in potential development of a stormwater enterprise account, to fund future stormwater improvements, via the Proposition 218 process. $75,000 was budgeted in the FY19/20 CIP for development of a Stormwater Master Plan. An RFP was issued and 4 proposals were received. The lowest bid was $275,000. Due to the pandemic and an inability to fund the full plan, the project was deferred a COVID-19 cost saving measure.	N/A	N/A	PW	$ 300,000	$ -	$ 300,000	$ -	$ -	$ -	$ -	Infrastructure; Environmental Stewardship;
10	10	**George Washington Park Driveway Approach Improvements (Off Melrose)**	**Parks & Recreation**	This project involves replacing the decomposed granite in the informal driveway leading to the concession stand at George Washington Park's municipal ball field. The current setup leads to issues such as decomposed granite washing out into the storm drain, creating stormwater compliance and pedestrian safety concerns. This also increases maintenance needs as the displaced decomposed granite requires regular replacement. By implementing hardscape and formalizing the approach, environmental protections will be enhanced, and efficiency improved, addressing stormwater issues and reducing maintenance requirements.	N/A	N/A	PW	$ 50,000	$ -	$ 50,000	$ -	$ -	$ -	$ -	Infrastructure
11		**Sidewalk Extension for Outside Dining Uses**	**Streets**	This project entails the demolition of the current parklets and the subsequent construction of sidewalk extensions tailored for outdoor dining. The design for these extensions has been collaboratively developed with input from the Parklet Subcommittee, stakeholders, and guidance from the City Council. Building upon the groundwork laid in the FY23/24 project, this initiative aims to further enhance the infrastructure to accommodate outdoor dining spaces.	$50,000 was budgeted in FY23/24 for the design of sidewalk extension for outdoor dining uses.	Design and engineering of the final plan set for the sidewalk dining extension project is underway. It is anticipated that the package will be brought forth to Council for review and consideration in Q1 of FY24/25. This packet will include a more accurate construction estimate for the improvements.	PW	$ 450,000	$ 50,000	$ 400,000	$ -	$ -	$ -	$ -	Infrastructure;

FY24/25 Unfunded Project List

Reference #	PW Priority Ranking	Project Name	Category	Project Description	Funding Notes	PW Staff Notes	Submitted By	TOTAL	FY23/24	Proposed FY24/25 Budget	FY25/26	FY26/27	FY27/28	FY28/29	City Council Focus Areas/Goals Alignment.
12		**Great Tide Pool Storm Damage Repairs**	**Parks & Recreation**	In January 2023, severe storms hit California, prompting a FEMA major disaster declaration for Monterey County. Among the affected sites was the Great Tide Pool, which sustained significant damage. Repairs to the site are proposed for FY24/25, following conceptual designs presented to and direction provided by the Council on March 20, 2024. This project aims to restore the site's accessibility, ensuring its continued enjoyment by visitors and residents.	It is anticipated that repairs to the Great Tide Pool Site will be reimbursed by FEMA. FEMA will reimburse the City 75% of eligible costs and CalOES will cover 18.75%, leaving the City with a 6.25% cost share.	Staff is presently engaged in extending the project timeline with FEMA to ensure eligibility for FEMA funding after July 14, 2024. Once FEMA approves the extension, and the general design concept based on direction provided by Council, City staff will amend the CIP to formally include this project on the list. At this time it is premature to add the project to the formal list as the funding elements and total cost are not solidified.	PW	$ 157,524	$ 7,524.00	**$ 150,000.00**	$ -	$ -	$ -	$ -	Infrastructure;
13		**Chinese Pavilion & Moon Wall Project**	**Parks & Recreation**	The Chinese Pavilion and Moon Wall Project was greenlit during the 4/3/24 City Council meeting for inclusion in the FY 2024/25 CIP. At this meeting, Elmarie Dyke Open Space was selected as the desired location. The current gazebo will be replaced by the new pavilion, while the moon wall will be positioned at one of the park's main entrances. Architectural designs will undergo review by relevant Boards and Commissions, with final approval resting with the City Council.	Funding of ~$170,000, will be sourced entirely from fundraising efforts spearheaded by the Monterey Bay Chinese Association.	Staff recommends adding this project to the CIP formally, once funds have been raised by the Monterey Bay Chinese Association.	PW	$ 170,000	$ -	$ 170,000	$ -	.	$ -	$ -	Infrastructure;
14		**City Hall Security Cameras**	**Facilities**	The Police department recommends installing security cameras at City Hall to enhance safety and security. The proposal includes placing exterior cameras at each building corner and approximately 11 interior cameras strategically positioned at key access points and restricted areas. This plan also aligns with the implementation of door access control measures.	N/A	N/A	ASD	$ 75,000	$ -	$ 75,000	$ -	$ -	$ -	$ -	Infrastructure;
15		**Decking & Drainage Repairs Chautauqua Hall**	**Facilities**	Built in 1881, this cherished wood-framed community meeting hall has stood the test of time. Designated a California Registered Historical Landmark in 1970, and lovingly owned and managed by the City of Pacific Grove, Chautauqua Hall has been a hub for classes, events, and local community groups, including the beloved Boy Scouts. In 2023, the City contracted Wiss, Janney, Elstner Associates, Inc. (WJE) to assess the hall as part of the Capital Improvement Plan (CIP), aiming to inform maintenance and potential enhancements. Decking and drainage emerged as high-priority projects, recommended for completion within 1-2 years.	N/A	Three proposals were presented to tackle the facility improvements listed in the WJE building assessment, including submissions from the HRC, PC and Staff. The Heritage Society has also indicated support of these projects. However, these proposals mandated addressing all projects with a budget of $300,000 to $400,000, which proves unrealistic given the limited available funding and absence of a dedicated funding source for these enhancements. Public Works suggests a phased approach, prioritizing the most critical needs initially and gradually addressing additional projects in subsequent years.	Public Works, HRC and PC	$ 50,000	$ -	$ 50,000	$ -	$ -	$ -	$ -	Recreation Services; Infrastructure;
16		**Police Station Parking - Exterior Fence**	**Facilities**	This project involves the installation of an exterior fence for the parking lot situated behind the police station, while maintaining pedestrian access for City Staff to City Hall. It encompasses the implementation of an access control system to facilitate gated access. The project aims to enhance the security of the police vehicles and personnel.	N/A	A contract with a consultant to conduct Facility Conditions Assessments for the Fire Station, Police Station, Public Works Corporation Yard, Youth Center and City Hall has been executed. The assessments will deliver a thorough evaluation of the facilities, prioritizing necessary improvements and assisting the City in optimizing its limited funding for the most critical items. Staff recommends deferring non-urgent facility improvements at these locations until the assessments are complete. It is anticipated that the assessments will conclude in early FY24/25 and will inform future Capital Improvement Plan (CIP) development.	PD	$ 200,000	$ -	$ 200,000	$ -	$ -	$ -	$ -	Infrastructure;
17		**George Washington Park ADA Improvements**	**Parks & Recreation**	The project would allow for installation of one (1) driveway approach and two (2) ADA ramps on the park entrances on Sinex. This will allow for increased and safer access to the Recreation Zone of the park. This project dovetails with the FY23/24 CIP Project that provides ADA accessible park equipment for children.	N/A	N/A	PW	$ 25,000	$ -	$ 25,000	$ -	$ -	$ -	$ -	Infrastructure;

FY24/25 Unfunded Project List

Reference #	PW Priority Ranking	Project Name	Category	Project Description	Funding Notes	PW Staff Notes	Submitted By	TOTAL	FY23/24	Proposed FY24/25 Budget	FY25/26	FY26/27	FY27/28	FY28/29	City Council Focus Areas/Goals Alignment.
18		**Curb & Gutter Improvements**	**Stormwater**	The project would allocate funding to allow for curb and gutter improvements and/or repair to channel surface water flow into the storm drain system at various locations in the City. Locations include: (1) Evergreen Rd (2) Sinex Ave (Adjacent to George Washington Park) and (3) Crocker Ave These locations have been identified by Public Works Streets Crews based on service requests and in-field observations due to flooding that impacts adjacent properties driveway areas.	N/A	N/A	PW	$ 75,000	$ -	$ 75,000	$ -	$ -	$ -	$ -	Environmental Stewardship; Infrastructure;
19		**Fire Station Kitchen Cabinets**	**Facilities**	Cabinets were built in the 1970's and need major repair or replacing. With the cabinets and drawers being 50 years old they are having to be repaired constantly so they do not fall off causing safety issues.	N/A	A contract with a consultant to conduct Facility Conditions Assessments for the Fire Station, Police Station, Public Works Corporation Yard, Youth Center and City Hall has been executed. The assessments will deliver a thorough evaluation of the facilities, prioritizing necessary improvements and assisting the City in optimizing its limited funding for the most critical items. Staff recommends deferring non-urgent facility improvements at these locations until the assessments are complete. It is anticipated that the assessments will conclude in early FY24/25 and will inform future Capital Improvement Plan (CIP) development.	PW	$ 50,000	$ -	$ 50,000	$ -	$ -	$ -	$ -	Infrastructure
20		**George Washington Park Ballfield Drainage Improvements**	**Parks & Recreation**	The project would address excessive saturation at the George Washington Park ballfield through the installation of stormwater drainage systems. The current condition renders the field unplayable, highlighting the urgent need for intervention. The scope of the project includes the implementation of effective drainage measures to improve field conditions, ensuring its usability for recreational activities and sports events.	N/A	N/A	Recreation Board	$ 50,000	$ -	$ 50,000	$ -	$ -	$ -	$ -	Infrastructure; Recreation Services;
21		**David Ave Sidewalk**	**Streets**	This multi-year project involves engineering, designing, and constructing an ADA-compliant sidewalk on David Avenue from Patterson Lane to Montecito Ave. It includes retaining walls, rolled curb/stormwater improvements, and potential vegetation removal. Initially funded in the FY22/23 CIP, conceptual options for the sidewalk have been proposed by the City's engineer. However, due to cost constraints, additional funding is needed to complete all planned sidewalk elements. This project aims to establish safe routes to school for the Del Monte Park Neighborhood.	In the FY22/23 Capital Improvement Plan (CIP), the City Council approved $360,000 from the American Rescue Plan Act (ARPA) funding for the David Avenue Sidewalk Project. During the budget meeting on July 13, 2023, the Council made the decision to reallocate $278,000 of ARPA funds initially designated for the Skate Park and Purple Pipe Projects to the David Avenue Sidewalk project. This adjustment increased the project budget from $360,000 to $638,000 for FY23/24. The total cost for installing sidewalks amounts to $1.95M + engineering costs. This project is proposing phased construction per block to pick up where the ARPA funds leave off.	The $638,000 in allocated funding is expected to cover improvements for the first of the three proposed blocks. Staff has adjusted the cost proposal for this project to enable phased construction per block over the next 2 years.	City Council Member	$ 2,223,000	$ 638,000	$ 745,000	$ 840,000	$ -	$ -	$ -	Infrastructure;
22		**City Yard Police Garage Renovation**	**Facilities**	Improve garage security, including physical building improvements, installing new security cameras, alarm system and key access. In addition, improve safety and access to the loft area for property storage. In order to ensure compliance with CALEA standards, as well as general best practices, improving security and access of the police garage is crucial. There is a need to securely store larger property items, such as bicycles, vehicles and other items not easily stored at the police station.	N/A	A contract with a consultant to conduct Facility Conditions Assessments for the Fire Station, Police Station, Public Works Corporation Yard, Youth Center and City Hall has been executed. The assessments will deliver a thorough evaluation of the facilities, prioritizing necessary improvements and assisting the City in optimizing its limited funding for the most critical items. Staff recommends deferring non-urgent facility improvements at these locations until the assessments are complete. It is anticipated that the assessments will conclude in early FY24/25 and will inform future Capital Improvement Plan (CIP) development.	PD	$ 350,000	$ -	$ 350,000	$ -	$ -	$ -	$ -	Infrastructure;

FY24/25 Unfunded Project List

Reference #	PW Priority Ranking	Project Name	Category	Project Description	Funding Notes	PW Staff Notes	Submitted By	TOTAL	FY23/24	Proposed FY24/25 Budget	FY25/26	FY26/27	FY27/28	FY28/29	City Council Focus Areas/Goals Alignment.
23		**Sidewalk Infill & Repair**	**Streets**	This project involves adding or replacing sidewalks in business districts, along Pine Street, and other safe routes to school in Pacific Grove. Concerns about safety, raised by citizens to the Traffic Safety Commission, stem from areas lacking sidewalks or with deteriorating ones. This poses risks to residents, particularly those with limited mobility, families with strollers, and individuals using scooters, roller skates, or skateboards. Incorporating Complete Streets best practices, these improvements aim to enhance pedestrian safety and facilitate easier navigation throughout Pacific Grove.	N/A	Two sidewalk installation projects aimed at enhancing pedestrian safety were proposed—one by the Traffic Safety Commission and the other by a City Council member. From a Public Works standpoint, priority funding should be allocated to the sidewalk project on David Avenue as it is currently in the engineering phase. Moreover, any remaining gaps can be addressed through the implementation of the sidewalk development policy as it becomes relevant.	TSC, City Council Member	$ 50,000	$ -	$ 50,000	$ -	$ -	$ -	$ -	Infrastructure;
24		**Police Station Lobby & Office Improvements**	**Facilities**	This project will reconfigure the layout of the police station lobby to enhance community service and staff productivity. This includes reorganizing workspaces to optimize service delivery and promote ergonomic practices for employees. Building upgrades will feature the establishment of a public information center, enhancing front counter accessibility, procurement and rearrangement of staff work areas, installation of new flooring, electrical, lighting, and fresh paint.	N/A	A contract with a consultant to conduct Facility Conditions Assessments for the Fire Station, Police Station, Public Works Corporation Yard, Youth Center and City Hall has been executed. The assessments will deliver a thorough evaluation of the facilities, prioritizing necessary improvements and assisting the City in optimizing its limited funding for the most critical items. Staff recommends deferring non-urgent facility improvements at these locations until the assessments are complete. It is anticipated that the assessments will conclude in early FY24/25 and will inform future Capital Improvement Plan (CIP) development.	PD	$ 35,000	$ -	$ 35,000.00	$ -	$ -	$ -	$ -	Infrastructure;
25		**Pedestrian Safety on Ocean View Blvd**	**Streets**	This project will create a pedestrian walkway and access points along Ocean View Blvd from 1st St to 3rd St. Currently, pedestrians parking in this area must walk alongside traffic until they reach formal entry points at Hopkins Marine Station driveway (~900 ft) or a staircase at 5th St (~400ft). The project aims to establish a formalized walkway and access points, enabling safe access to the recreational trail from vehicles. It will be a multiyear endeavor, with Year 1 dedicated to design/engineering and permitting, and Year 2 for construction.	N/A	N/A	PW	$ 300,000	$ -	$ 100,000	$ 200,000	$ -	$ -	$ -	Infrastructure
26		**Tree Well Improvements**	**Streets**	The project aims to improve tree wells along sidewalks in the City's commercial district. This involves enlarging existing wells and filling them with Rubberway material to align with sidewalks and meet ADA and local codes. Aligned with City goals of Environmental Stewardship and Infrastructure Maintenance, the project aims to reduce stormwater runoff, enhance tree health, retain rainwater, and minimize sidewalk cracking. Additionally, it promotes public safety by eliminating tripping hazards.	N/A	N/A	BNRC	$ 45,000	$ -	$ 45,000	$ -	$ -	$ -	$ -	Environmental Stewardship; Infrastructure;
27		**El Carmelo Cemetery Office Driveway Approach Improvements**	**Facilities**	This project would allow for paving of the driveway approach to the El Carmelo Cemetery administrative office and tool/supply shed. This area is currently unpaved and comprised of dirt. During the rainy season, the area turns to mud and poses a maintenance and asset preservation issue. As mud gets logged in the equipment, over time it can causes decay, corrosion, and irreparable damage. Through regular activity, the mud is spread throughout the paved areas of the cemetery creating additional maintenance and cleanup activities for staff.	N/A	N/A	PW	$ 50,000	$ -	$ 50,000	$ -	$ -	$ -	$ -	Infrastructure
28		**Monarch Sanctuary Fence Replacement**	**Parks & Recreation**	The project involves replacing the existing rope/cable/post fencing along the entire pathway within the Monarch Sanctuary with split rail fencing. The current fencing is unstable, with posts falling over and rope/cable sagging, which fails to provide a sufficient barrier between the public pathway and the treed sanctuary. The proposed split rail fencing will offer greater stability, ensuring the desired barrier and enhancing public safety. This project aligns with the City's goals of environmental and asset stewardship.	N/A	N/A	BNRC	$ 75,000	$ -	$ 75,000	$ -	$ -	$ -	$ -	Environmental Stewardship;
29		**Parks and Open Space Plan**	**Parks & Recreation**	The project involves hiring a consultant to create a comprehensive parks and open space map for the City and to initiate a plan for utilizing these areas. This initiative will aid the recreation board and the community in gaining a clearer understanding of the potential uses for our parks and open spaces.	N/A	This type of study is not a standard CIP Project.	Recreation Board	$ 100,000	$ -	$ 100,000	$ -	$ -	$ -	$ -	Recreation Services; Infrastructure;
30		**Recreation Trail Walkway of Remembrance**	**Parks & Recreation**	This project involves the installation of boulders with plaques commemorating the history of the Chinese village and its descendants in Pacific Grove. It aims to showcase the diverse and unique heritage of Pacific Grove to both residents and visitors. The project has been approved for submission by the Diversity, Equity, and Inclusion Task Force following public input. Additional funding sources, such as grants from the Arts Council or Community Foundation for Monterey County, will be pursued to support the initiative.	The DEI believes additional funding sources by way of grants would be available to provide additional funding.	N/A	DEI	$ 5,000	$ -	$ 5,000	$ -	$ -	$ -	$ -	Recreation Services;

FY24/25 Unfunded Project List

Reference #	PW Priority Ranking	Project Name	Category	Project Description	Funding Notes	PW Staff Notes	Submitted By	TOTAL	FY23/24	Proposed FY24/25 Budget	FY25/26	FY26/27	FY27/28	FY28/29	City Council Focus Areas/Goals Alignment.
31		**Recreation Trail Mural Refresh & Maintenance**	**Parks & Recreation**	Artist John Ton completed this mural in 1998, funded by the now-defunct PG Arts Commission. Over time, it has faded, and one information panel contains inaccuracies. This project aims to refresh the mural, providing enjoyment for both locals and visitors throughout the year.	N/A	N/A	HRC	$ 70,000	$ -	$ 70,000	$ -	$ -	$ -	$ -	Recreation Services;
32		**Skateboard Park**	**Parks & Recreation**	This project involves building a skatepark on a suitable site in Pacific Grove, catering to the preferences voiced at multiple council meetings over recent years.	N/A	The skatepark project was initially approved in the FY22/23 CIP with a $158,000 budget sourced from American Rescue Plan Act (ARPA) funding, intended as seed funding. However, the project was later defunded, and the Council did not approve attempts to install a temporary skatepark as directed by the recreation board.	City Council Member	$ 350,000	$ -	$ 350,000	$ -	$ -	$ -	$ -	Recreation Services;
33		**Carpet Replacement City Council Chambers**	**Facilities**	This project involves replacing the carpet in the City Council chambers, as it has become soiled and surpassed its useful lifespan. Annual cleaning is no longer adequate to maintain its condition and it requires replacement.	N/A	Staff has approved a contract with a consultant to conduct Facility Conditions Assessments for the Fire Station, Police Station, Public Works Corporation Yard, Youth Center and City Hall. The assessments will deliver a thorough evaluation of the facilities, prioritizing necessary improvements and assisting the City in optimizing its limited funding for the most critical items. Staff recommends deferring non-urgent facility improvements at these locations until the assessments are complete. It is anticipated that the assessments will conclude in early FY24/25 and will inform future Capital Improvement Plan (CIP) development.	PW	$ 25,000	$ -	$ 25,000	$ -	$ -	$ -	$ -	Infrastructure

Budget Update

Fiscal Year 2024-25

City Council

City of Pacific Grove

Fred Marsh, - fmarsh@cityofpacificgrove.org

Background – General Fund Budget

- **Council adopted the FY 24-25 Budget on June 19, 2024**
- **Reflects the inclusion of a 35% reserve policy**
- **The five-year forecast in the adopted budget projects having approximately $1.1 million of reserves in excess of this policy**
- **Staff will look to revise this five-year forecast as part of the mid year report**
- **Council has asked staff to look at possible uses of funds projected in the adopted budget to be in excess of the recommended level of reserves**

Scenario 1 – Increase Reserve Levels of Other Funds

Projected Ending FY 24-25 Balances:

- **Insurance Internal Service** **$65K**
- **General Fund CIP** **$170K**
- **Vehicle Replacement** **$0**
- **Special Revenue Equipment Funds**
  - **Fire Equipment** **$154,000**
  - **Library Building/Equipment** **$3,000**
  - **Museum Improvement** **$169,000**

Scenario 2 – Fund the following new positions

- **City Forester - $230,000**
  (FY 24-25 $115K, 5 Year - $1.2 million
- **City Engineer - $306,000**
  (FY 24-25 $153K, 5 Year - $1.6 million
- **Total Annual Cost FY $536,000**
  (FY 24-25 $268K, 5 Year - $2.8 million)

These would replace contract services for these items totaling $100K annually

Scenario 2 – Continued:

- **In addition to the above, it is proposed to:**
  - **Add a floating FTE to Police – funded by existing personnel cost savings**
  - **Change the allocation of one planner position**

Scenario 3 – Fund One-Time Capital Projects / POA

Proposed Project/Program	Estimated Cost
Sidewalk Extension at Lighthouse and Fountain	$340,000
Sidewalk Projects (David, Sinex, Sunex)	175,000
Housing Element Modifications	108,000
Butterfly Sanctuary Fencing	75,000
POA Contract Modifications	36,000
Pickleball/Tennis Court Resurfacing Sound Fencing	47,000
George Washington Park Drainage	50,000
Contract Amendment for Demographer	33,000
ADA Access at George Washington Park	25,000
Total of Above	**$889,000**

Scenario 4 – Make no changes to projected reserve levels

- **Current Five Year Plan Assumes:**
  - **No additional positions added through FY 28-29**
  - **CalPERS earns 6.8% annual rate of 6.8% through FY 28-29**
  - **Assumes steady growth thru FY 28-29 / no recession**

Recommendation

- **Request the City Attorney to read the title of the ordinance**
- **Motion to waive further reading of the ordinance**
- **Introduce and hold the first reading of an ordinance amending the operating and capital budget for the Fiscal Year 2024-25**
- **Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney**

City Council

City of Pacific Grove

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: September 18, 2024

SUBJECT: Discussion of American Tin Cannery (ATC) Project; Proposed Resolution Declaring City's Intent to Vacate Excess Right-Of-Way Located on Portion of Sloat Avenue; Proposed Resolution Pursuant to Government Code Section 54221 for Exempt Surplus Land; Proposed Uncodified Ordinance Conditionally Ordering Vacation

CEQA: Environmental Impact Report

RECOMMENDATION

1. Motion to adopt Resolution Declaring City's Intent to Vacate Excess Right-Of-Way Located on Portion of Sloat Avenue as described in Attachment 1;
2. Motion to adopt Resolution Pursuant to Government Code Section 54221 for Exempt Surplus Land as described in Attachment 2;
3. Proposed Uncodified Ordinance Conditionally Ordering Vacation as described in Attachment 3:
   a. Request the City Attorney read the title of the ordinance:
   b. Motion to waive further reading of the ordinance and introduce the Uncodified Ordinance Conditionally Ordering Vacation
   c. Direct a summary of a proposed ordinance be published as approved by the City Attorney.
4. Other action related to this agenda item as Council determines appropriate

DISCUSSION

I. MEASURE X

A. April 19, 2016 Election

April 19, 2016, the voters of the City of Pacific Grove at a Special Election approved a voter initiative measure known as "Measure X" (Attachment 4) which had the following statement of finding and purpose:

> "SECTION 1. STATEMENT OF FINDING AND PURPOSE. The American Tin Cannery (ATC) site is one of the major gateways to Pacific Grove. The current land uses at the ATC site do not provide necessary public revenue to Pacific Grove nor the full range of uses sought by residents or visitors to the adjacent Monterey Bay Aquarium and the Cannery Row vicinity. Without voter authority, the ATC site could not be re-developed with "overnight lodging," which the Pacific Grove Local Coastal Program Land Use Plan (Land Use Plan) identifies as a "principal permitted

use." The California Coastal Act also establishes "visitor-serving uses," which include overnight lodging, as priority uses in the California coastal zone. The existing voter approved zoning restrictions allow only the uses allowed in the C-V (Visitor Commercial) and C-2 (Heavy Commercial), but hotels are not allowed. Voter authority is required to enhance the commercial viability of this area and to provide for the uses envisioned in the Land Use Plan and California Coastal Act."

The City zoning code at that time did not allow for hotels, but Measure X included hotels as a use permitted in this zone. Measure X included a proposed Zoning Code Amendment to add Section 23.31.025 to the Pacific Grove Municipal Code. Measure X passed by a vote of 58.83% Yes and 41.17 No.

B. May 16, 2016 – City Council Adopts Ordinance No. 16-009A

On May 16, 2016, the City Council adopted Ordinance No. 16-009A (Attachment 5) to implement Measure X (C-V-ATC zoning district – American Tin Cannery zoning) and includes the following text for Section 23.31.025:

"(a) Boundaries of District. The C-V-ATC zoning district shall apply to the American Tin Cannery site that is comprised of Assessor's Parcel Numbers 006-231-001, 006-234-004, and 006-234-005 and that segment of Sloat Avenue that is ~~continuous~~ contiguous to the American Tin Cannery site. (Verified by City File and Sample Voter Ballot.)

(b) Uses Permitted. Notwithstanding any other provision of the Pacific Grove Municipal Code, the following uses shall be permitted in the C-V-ATC zoning district:

(1) Hotels and any accessory uses, such as restaurants, bars and lounges, meeting and event facilities, spa and fitness facilities, parking, and buildings, spaces, and structures incidental to such uses, subject to first securing a use permit.

(2) All uses that are permitted in the C-V zoning district and additional uses permitted by subsequent amendment to the zoning ordinance.

(c) Development Standards. Development standards in the C-V-ATC zoning district, including floor area coverage, density, setbacks and height limits shall be in accordance with the applicable standards set forth in the local Coastal Program Land Use Plan, as updated or amended, or if no such standards are provided in the local coastal Program Land Use Plan, as updated or amended, in accordance with the standards set forth in the use permit or other required permit for a use allowed in the C-V-ATC zoning district.

(d) Except as modified by this section, all provisions of the motel/hotel regulation ballot measure enacted by the people at the June 3, 1986, special election, as set out at Chapter 23.52 PGMC, shall remain unchanged and in full force and effect. [Ord. 16-009A § 1, 2016]." Emphasis added.

As noted, the boundaries of the district included in Ordinance No.16-009A include "that segment of Sloat Avenue that is contiguous to the American Tin Cannery site."

II. CITY COUNCIL ACTIONS ON JANUARY 12, 2022

On January 12, 2022, the City Council approved a Coastal Development Permit (CDP), and other permits, for the American Tin Cannery Hotel and Commercial Project The project is located on an

approximately 6-acre site just inland of Ocean View Boulevard between Dewey and Eardley.

The City Council adopted the following three Resolutions at its meeting on January 12, 2022:

A. Resolution No. 22-001 (Attachment 6):

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CERTIFYING THE AMERICAN TIN CANNERY HOTEL AND COMMERCIAL PROJECT FINAL ENVIRONMENTAL IMPACT REPORT (SCH #2019110152), ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS

Resolution 22-001 includes in Facts and Findings the following description of the Project site:

> "2. The Project site is located at 109/125 Ocean View Boulevard and 124 Central Avenue, Pacific Grove, 93950; APNs 006-231-001, 006-234-004, 006-234-005, and 006-234-008, as well as the portion of the Sloat Avenue right-of-way (ROW) between Eardley Avenue and Dewey Avenue and a portion of an existing encroachment along Ocean View Boulevard." (Emphasis added)

B. Resolution No. 22-002 (Attachment 7):

APPROVAL OF ARCHITECTURAL PERMIT, TREE PERMIT WITH DEVELOPMENT, USE PERMIT, AND COASTAL DEVELOPMENT PERMIT AP/TPD/UP/CDP 19-0363 AND GENERAL PLAN CONSISTENCY FINDINGS FOR THE VACATION OF THE SLOAT AVENUE EASEMENT TO ALLOW THE PARTIAL DEMOLITION OF EXISTING COMMERCIAL BUILDINGS, REMOVAL OF ON-SITE TREES, AND THE REDEVELOPMENT OF THE SITE FOR A 225-ROOM HOTEL WITH ASSOCIATED HOTEL AMENITIES INCLUDING THE SALE OF ALCOHOLIC BEVERAGES, 10,968 SQUARE FEET OF RETAIL COMMERCIAL USES, AND ON-SITE VALET AND SELF-SERVICE PARKING FOR A TOTAL OF 290 CARS. THE PROJECT PROPOSES A TOTAL FLOOR AREA OF 353,489 SQUARE FEET (GROSS FLOOR AREA OF 317,160 SQUARE FEET) ON AN APPROXIMATELY 5.597-ACRE PROJECT SITE PURSUANT TO PGMC §23.31.025, §12.60.010, §23.31.020, AND CHAPTER 23.90, CONTINGENT ON CERTIFICATION OF THE FINAL EIR FOR THE PROJECT

Resolution No. 22-002 includes the following references:

> "Fact No. 3: The subject site is located in the C-V-ATC Commercial Visitor-American Tin Cannery (APNs 006-231-001, 006-234-004, and 006-234-005, as well as the portion of the Sloat Avenue ROW between Eardley Avenue and DeweyAvenue) and C-1 Light Commercial (APN 006-234-008) Zoning Districts." (Emphasis added)

Section 2 of Resolution (page 12):

> "2. The City Council finds that the vacation of the Sloat Avenue ROW easement is in conformance with the City's adopted General Plan."

Resolution 22-002 includes Exhibits A which contains 77 Conditions of Approval for the Project.

C. Resolution No. 22-003 (Attachment 8)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE, CALIFORNIA, DECLARING THE CITY'S INTENT TO VACATE EXCESS RIGHT-OF-WAY LOCATED ON SLOAT AVENUE, EXCEPTING AND RESERVING RIGHTS FOR EXISTING PUBLIC UTILITY FACILITIES, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON SAID RIGHT-OF-WAY VACATION

The "Area Proposed for Vacation" as described in Exhibit A to Resolution 22-003 included Sloat Avenue from Eardley Avenue to Dewer Avenue.

After the City adopted the three Resolutions for the Project at its meeting on January 12, 2022, an appeal was filed to the California Coastal Commission of the City's approval of the Coastal Development Permit by Commissioners Linda Escalante and Caryl Hart, Pacific Grove Coast Watch, Kim Akeman, Thom Akeman, Anthony Ciani, Jane Haines and Michelle Raine.

III. HISTORY REGARDING PROPOSED VACATION OF SLOAT AVENUE IN 2022

As noted, on January 12, 2022, the Council adopted Resolution 22-003 which declared the City's intent to vacate portions of Sloat Avenue and set a date and time for a public hearing on the proposed vacation. Over time, the "s" in Sloats has been dropped in common usage, and this street is currently known as Sloat Avenue.

A Resolution to Vacate Sloat was brought to the City Council at meetings between February 2, 2022 and May 18, 2022.

On May 18, 2022, the legal description for the portion of Sloat proposed to be vacated in the Resolution submitted to the Council is attached Exhibits A and B to the Resolution (Attachment 9) and the area described is "Being all that right of way of Sloats Avenue lying between Eardley Avenue and Dewey Avenue. Containing an area of 0.61 acres, more or less." Exhibit B is a sketch which shows by hash marks the "Area Proposed for Vacation" which depicts Sloat Avenue from Eardley Avenue to Dewey Avenue including the area adjacent to Lots 11, 12 and 13.

At the City Council meeting on May 18, 2022, the action taken by the Council was to table the Resolution to Vacate to a date and time uncertain. As May 18, 2022, the Coastal Commission had not yet rendered a decision on the appeal of the Coastal Development Permit for the Project.

IV. CALIFORNIA COASTAL COMMISSION

On March 22, 2024 a Staff Report was issued by the staff of the California Coastal Commission (CCC) for a hearing before the Commission set for April 11, 2024 (Attachment 10). The Staff Report contains 88 pages plus Appendices (Substantive File Documents and Staff Contact with Agencies and Groups) and seven Exhibits and Public Correspondence Received.

A. CCC Conditions

The Staff Report includes five Standard Conditions (page 8) and Special Conditions including: (1) Revised Final Plans; (2) Construction Plan; (3) Marine Wildlife Protection; (4) Public Access Areas and Amenities; (5) Water Use Limits; (6) Provision of Lower-Cost Overnight Accommodations; (7) General Occupancies Requirements; (8) Transportation Demand Management Plan; (9) Plastic Reduction Program; (10) Protection of Archaeological and/or Tribal Cultural Resources; (11) Other Authorizations; (12) City of Pacific Grove Conditions -- Developer is responsible for compliance

with all terms of this CDP in addition to any other requirements imposed by the City and in event of a conflict this CDP shall prevail; (13) Future Permitting; (14) Minor Adjustments; (15) Attorneys Fees – Developer to reimburse CCC for attorney fees and (16) Deed Restriction.

B. Deed Restriction

The Deed Restriction in Special Condition 16 reads as follows:

"16. Deed Restriction. PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit to the Executive Director for review and written approval documentation demonstrating that the landowners have executed and recorded against the properties governed by this CDP (i.e., APNs 006-231-001, 006-234-004, 006-234- 005, 006-234-008, and the portion of Sloat Avenue between Eardley Avenue and Dewey Avenue)a deed restriction, in a form and content acceptable to the Executive Director indicating that, pursuant to this CDP, the California Coastal Commission has authorized development on the subject property, subject to terms and conditions that restrict the use and enjoyment of that property, and that such terms and conditions shall be imposed as covenants, conditions and restrictions on the use and enjoyment of the property. The deed restriction shall include a legal description of all of the properties governed by this CDP. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this CDP shall continue to restrict the use and enjoyment of the subject property so long as either this CDP or the development it authorizes – or any part, modification, or amendment thereof – remains in existence on or with respect to the subject property." (Emphasis Added)

As noted, the Deed Restriction must be in a form and content acceptable to the Executive Director of the CCC and provide that the development of the property is subject to the terms and conditions of the CCC authorization. The property subject to the Deed Restriction includes the portion of Sloat Avenue between Eardley Avenue and Dewey Avenue.

C. Public Parking and Public Street Space

The CCC Staff Report (pages 82 to 83) addresses the subject of public parking and the use of public street space:

"And **Special Condition 4** similarly codifies the proposed public access amenities via a Public Access Management Plan, with provisions to ensure that such amenities (e.g., the public park, living roof, and public restroom) are clearly identified on final plans, adequately signed to alert the public of these spaces, include appropriate amenities to aid in their enjoyment (e.g., benches, picnic tables, and trash cans), and maintained over time to maximize their use and utility in this regard.

That being said, the proposed project does materially affect public parking and the use of public street space. The project still proposes to convert portions of the existing Sloat Avenue public street to private hotel use. Doing so will result in the loss of some 20,000 square feet of publicly owned space, 17 parking spaces along the street (along with an additional 7 spaces lost along Dewey and Eardley Avenues due to curb cuts, driveways, and similar measures to access the proposed hotel), as well as its sidewalk space and corresponding ability for the public to easily walk between Eardley and Dewey Avenues. The project also proposes to encroach into the Ocean View Boulevard right-of-way with an elevated sidewalk that will be privately owned but open to public use, totaling some roughly 3,000 square feet. While the Ocean View Boulevard encroachment can be addressed through conditions that clearly state that such elevated walkway is to remain open and available for public use without obstruction (and **Special Condition 1(a)** does just this), the Sloat Avenue and public parking impacts require more evaluation. The privatization of this area represents both a direct, quantifiable impact,

(Footnote) **66** including direct loss of parking spaces, as well as a more intangible loss of public space to private use that is difficult to fully quantify. Public space of any type, particularly so close to the ocean and prime visitor-serving uses, is a valuable common resource that must be protected, or, at a minimum, sufficiently mitigated. While one way to address this issue is through alternative siting and design that eliminates the privatization of this street, including eliminating it from hotel use (and instead having elevated walkways above the street to connect 'wings' on either street side, as is done with some structures along Cannery Row) and thereby avoiding the impact in the first place, another way is to ensure that the public utility of the street space is fully mitigated.

The Applicant proposes to mitigate for the loss of parking by adding six on-street spaces (through elimination of existing driveways that serve the existing ATC site), and providing 20 new spaces in a new paid public lot at 124 Central Avenue. The end result will be a net gain of 2 spaces. And while this is true, it's also true that the public is losing sidewalk space, that the new spaces will be located further away and not as close to area amenities, and that the public's real estate is lost. The on-street parking around the ATC site represents some of the closest, low-cost parking for visitors to the Monterey Bay Aquarium and Monterey Bay Coastal Trail. To access the coast, visitors who park in the public lot on 124 Central Avenue will have to traverse around the ATC hotel and downhill from Central Avenue. This represents an even greater barrier for visitors with ADA-needs. (Footnote) 67 In short, the Applicant's public parking proposal does not have the same utility nor access to the coastline as the on-street parking spaces that will be removed around the ATC site, and thus does not sufficiently mitigate for the impact.

To do so, **Special Condition 4(d)** requires the 20 spaces in the public lot to be free for 6 hours a day subject to a 3-hour maximum stay for any one vehicle (and ADA spaces free all day and not subject to such restrictions). This requirement recognizes that the utility of these spaces isn't as high as the status quo, and thus to make up the difference, the spaces are free of charge during this time frame. Along with the fact that there is a net increase in public parking overall, the finding can be made that parking and public space impacts from Sloat Avenue's conversion to private use are appropriately mitigated in this way. To further ensure that the project addresses traffic and multi-modal transportation requirements, Special Condition 8 requires the preparation of a Transportation Demand Management Plan that requires, among other things, ride sharing programs and transit passes to reduce single-occupant car trips for workers, as well as shuttles and free bikes for guests to accomplish same.

As proposed and as conditioned, the project meets the LCP's requirements for public view and public access protection and provision overall, as well as the specific directives for this specific site. It also adequately mitigates for the project's impacts to public streets. The end result is a project that should be a measurable improvement over the status quo and one worthy of this prime coastal setting."

Footnote 66 referenced in the above quoted passage from the CCC Staff Report appears at the bottom page 82 and reads:

"66 As part of the City's street right-of-way vacation efforts, the appraised value of the roughly 20,000 square feet of road space that would be sold to the Applicant was valued at roughly $2 million, or about $200 per square foot (as of December 2021). The City has not yet sold the street, pending resolution of the Commission's action on this CDP."

Footnote 67 referenced in the above quoted passage from the CCC Staff Report appears at the bottom page 83 and reads

"67 It should also be noted that the on-street parking spaces located on Ocean View Boulevard, Eardley Avenue, Dewey Avenue, and Sloat Avenue are authorized by a Commission-issued CDP (3-04-027)

that allows the City to operate a metered parking program that includes a 2-hour time restriction for 31 parking spaces on Sloat Avenue and Ocean View Boulevard between 9am and 6pm, consistent with other 2-hour parking areas within the City (i.e., at Lover's Point). Any changes proposed to the on-street parking spaces on these streets must obtain an amendment to the CDP, for which the City must apply."

D. CCC Conclusion

The CCC Staff Report closes at page 88 with the following statement:

"The Commission's review, analysis, and decision-making process for CDPs and CDP amendments has been certified by the Secretary of the Natural Resources Agency as being the functional equivalent of the environmental review required by CEQA (CCR Section 15251(f)). Accordingly, in fulfilling that review, this report has analyzed the relevant coastal resource issues with the proposal, has addressed comments received, and has identified appropriate and necessary modifications to address adverse impacts to such coastal resources. The Commission finds that only as modified and conditioned herein will the proposed project avoid significant adverse effects on the environment within the meaning of CEQA. Thus, the proposed project as modified will not result in any significant environmental effects for which feasible mitigation measures have not been employed, consistent with CEQA Section 21080.5(d)(2)(A)."

E. April 3, 2024 City Council Meeting Regarding CCC Proposed Action

On April 3, 2024, there was an Agenda Report submitted to the City Council by Interim City Manager Robert Perrault (Attachment 11) recommending that the Council direct the Mayor to provide written comment to the CCC in support of the revised ATC project as described in the CCC Staff Report for the April 11, 2024 hearing before the CCC. Mr. Perrault includes the following information:

"The revised project has been agreed to by the applicants and includes the following key elements:

1. Reduction in rooms from 225 to 206
2. Reduction in size by 85,000 sq. ft.
3. Reduction in retail space
4. Includes a new public park and planned viewing area.
5. Direct access to a rooftop green area.
6. Public restroom.
7. The reduced scope addresses the water supply concern.
8. Provide lower-cost rooms for 18 rooms on a first come first served basis.
9. Construction of a 16 unit/64 bed group wing with 300 bed nights reserved for use by certain special needs youth groups.

Recommended conditions of approval of the revised project address:

1. Water Supply
2. Low-Cost Accommodations
3. Public Views/Community Character and Public Access
4. Habitat Resources
5. Archaeological/Cultural Resources"

At the April 3, 2024 City Council meeting, the Council authorized Mayor Peake to send a letter to the CCC in support of the revised ATC project as described in the CCC Staff Report.

On April 4, 2024, Mayor Peake sent a letter to the CCC (Attachment 12) stating:

"The City has reviewed Th15b-4-4024 report (3/22/24) containing a revised project description and Staff Report Substantial Issue & CDP Determinations and supports both the revised project and Commission staff recommendation."

F. Notice of Intent to Issue Coastal Development Permit

The CCC issued a Notice of Intent to Issue Coastal Development Permit (Rev. May 20, 2024) which is Attachment 13. This Notice includes 16 Special Conditions that were set forth the CCC Staff Report for the April 11, 2024 hearing (Attachment 10).

G. September 6. 2024 Emails Between City Manager and CCC

1. City Manager Email to CCC

On September 6, 2024, City Manager Matt Mogensen sent an email to the CCC regarding Sloat Avenue which reads (Attachment 14):

Ms. Katie Butler and Kevin Kahn:

Attached for reference is the California Coastal Commission (CCC) Staff Report of April 11, 2024 ("Report") regarding Appeal Number A-3-PGR-22-004. At page 82 of the Report (see yellow highlight), there is a statement that "…the Sloat Avenue and public parking impacts require more evaluation."

On page 83 of the Report, there is this statement (highlighted): "In short, the Applicant's public parking proposal does not have the same utility nor access to the coastline as the on-street parking spaces that will be removed around the ATC site, and thus does not sufficiently mitigate for the impact."

The Report at page 83 continues with a discussion about Special Condition 4(d) and Special Condition 8 and then there is this statement (highlight):

"As proposed and as conditioned, the project meets the LCP's requirements for public view and public access protection and provision overall, as well as the specific directives for this specific site. It also adequately mitigates for the project's impacts to public streets. The end result is a project that should be a measurable improvement over the status quo and one worthy of this prime coastal setting."

In addition, we note that Section 16 of the CCC Conditions on page 25 of the Report reference a deed restriction and state that includes:

"PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit to the Executive Director for review and written approval documentation demonstrating that the landowners have executed and recorded against the properties governed by this CDP (i.e., APNs 006-231-001, 006-234-004, 006-234-005, 006-234-008, and the portion of Sloat Avenue between Eardley Avenue and Dewey Avenue) a deed restriction, in a form and content acceptable to the Executive Director indicating that, pursuant to this CDP, the California Coastal Commission has authorized development on the subject property, subject to terms and conditions that restrict the use and enjoyment of that property, and that such terms and conditions shall be imposed as covenants, conditions and restrictions on the use and enjoyment of the property. The deed restriction shall include a legal description of all of the properties governed by this CDP. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this CDP shall continue to restrict the

use and enjoyment of the subject property so long as either this CDP or the development it authorizes - or any part, modification, or amendment thereof-·· remains in existence on or with respect to the subject property."

The City is being requested by the developer to vacate a portion of Sloat Avenue (legal description and plat attached). Based on our review of the Report, including the language at pages 82 and 83 of the Report, it is our understanding that the CCC has no issues with the City considering the vacation of Sloat as requested by the developer provided that the developer complies with all the conditions imposed by the City and the conditions (Standard and Special) imposed by the Coastal Commission in the Report and with all mitigation measures in the EIR. It is understood that in the event of a conflict between any the City Conditions and the CCC Conditions that the CCC Conditions will prevail.

If the CCC has any issues with the City considering the vacation of Sloat as requested by the developer, please contact me at your earliest convenience.

If you have any questions, please contact me.

Thank you.

Matt Mogensen
City Manager

2. Reply by CCC to City Manager

Kevin Kahn responded to the September 6, 2024 email from Mr. Mogensen later that afternoon stating (Attachment 14):

"Hi Matthew, thanks for reaching out. I'm not sure we've officially met yet, so also nice to e-meet you as well!

To your question, yes, the Commission's CDP approval provides the requisite authorization under the Coastal Act and LCP to use a portion of Sloat Avenue in a different way (i.e., from public street use to hotel use). The findings and conditions you cite below provide the justification for doing so, including via mitigation in the Central Avenue parking lot. So from a Coastal Act/LCP/CDP perspective, it's covered in this regard. That said, other non-Coastal Act/LCP issues, like payment, are within the City's discretion to determine."

Hope that helps, and don't hesitate with any other questions.

Kevin Kahn
District Manager
Central Coast District Office

V. PETITION FILED BY PACIFIC GROVE COAST WATCH AND ANTHONY CIANI

On February 9, 2022, Pacific Grove Coast Watch and Anthony Ciani ("Petitioners") filed a Verified Petition for Writ of Mandate and Complaint for Injunctive and Declaratory Relief; CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") ACTION (Attachment 15), "Lawsuit". The Respondents in this Petition were the City of Pacific Grove and the Pacific Grove City Council.

The Petition alleged that the Environmental Impact Report (EIR) for the Project adopted mitigation measures to reduce the environmental impacts of the Project. However, the Petition alleged, the EIR is lacking in critical aspects and thus fails to properly analyze the environmental impact of the Project. See Petition at Paragraph 2.

The Petition acknowledges that that "…the project includes the City's vacation of Sloat Avenue so as to permit private hotel development on this now-public street." (Paragraph 21 of Petition).
The Parties to this Lawsuit agreed to a stay pending the result of the action by the CCC on the appeal of the CDP.

On May 29, 2024, following the action of the CCC taken on April 11, 2024 (as described above), the Petitioners filed a dismissal of the Lawsuit (Attachment 16).

VI. PROPOSED COUNCIL ACTIONS

A. Proposed Actions

There are three actions proposed for City Council consideration at its meeting on September 18, 2024:

1. Motion to adopt Resolution Declaring City's Intent to Vacate Excess Right-Of-Way Located on Portion of Sloat Avenue (Attachment 1);
2. Motion to adopt Resolution Pursuant to Government Code Section 54221 for Exempt Surplus Land (Attachment 2);
3. Proposed Uncodified Ordinance Conditionally Ordering Vacation (Attachment 3)

B. Area of Sloat proposed to be vacated.

1. Previous Area Proposed for Vacation

As noted, the area of Sloat Avenue which was proposed to be vacated on January 12, 2022 included Sloat Avenue from Eardley Avenue to Dewey Avenue in the Resolution 2022-003 (Notice of Intent to Vacate – Attachment 8).

On May 18, 2022, the proposed Resolution to Vacate (Attachment 9) included as a legal description Exhibit A which "Being all that right of way of Sloats Avenue lying between Eardley Avenue and Dewey Avenue. Containing an area of 0.61 acres, more or less." Exhibit B is a sketch which shows by hash marks the "Area Proposed for Vacation" which depicts Sloat Avenue from Eardley Avenue to Dewey Avenue including the area of Sloat Avenue adjacent to Lots 11, 12 and 13.

2. Current Area Proposed for Vacation

The developer has provided the City will a revised legal description for the area proposed of Sloat to be vacated (Attachment 16) which is attached as Exhibits to the proposed Resolution Declaring Intent to Vacate (Attachment 1), the proposed Resolution relating to Surplus Property (Attachment 2) and the Proposed Ordinance (Attachment 3).

The revised legal description for the proposed area to be vacated is approximately .45 acres (approximately 19,602 square feet) as compared to the .61 acres (approximately 26,778 square feet) proposed to be vacated in 2022. As shown in the sketch included in Attachment 1, the proposed area to be vacated does not include the area of Sloat Avenue adjacent to Lots 11, 12 and 13 (Remainder of Sloat Avenue). The Remainder of Sloat Avenue is not necessary for the Project.

C. Conditions on Effective Date of Proposed Ordinance

There are six conditions which must be satisfied before the Proposed Ordinance would be become effective after the Ordinance is adopted as follows:

1. Developer of the ATC Development (the "Developer") has submitted a plan or plans for utility relocation and maintenance (including the temporary protection or provision for utility connection to adjacent properties throughout the course of construction) of existing public and private utilities, including but not limited to fiber optics owned by the Monterey Bay Aquarium Foundation, which is approved by the City and the appropriate utility; and

2. The City and Developer have entered into a legally binding agreement (the "Agreement") for the conveyance of the City's interest in the land underlying the existing easement. If the City and Developer do not enter into such agreement within ninety (90) days of the date of adoption of this ordinance, this ordinance will be null and void; and

3. The City has to its reasonable satisfaction determined that the existing rights of the property owners in the vicinity of the Excess Right-of-Way, including the right to access, use, and develop their parcels now and in the future, consistent with state and local law, have been maintained or an alternative arrangement has been made consistent with the terms of the ATC Development approvals, including CEQA and applicable mitigation measures.

4. Pursuant to the Agreement the City's interest in the land underlying the Excess Right-of-Way has been conveyed from the City to the Developer; and

5. This ordinance has been recorded by the City Clerk with the Monterey County Recorder following the Close of Escrow, as that term is defined in the Agreement, and the City's interest in the underlying property has been quit claimed from the City to the Developer.

6. The passage of thirty (30) days following the adoption of this ordinance in accordance with Article 15 of the City Charter.

ENVIRONMENTAL REVIEW

The City Council certified the Environmental Impact Report for the ATC Hotel Project by Resolution 22-001 on January 12, 2022.

OPTIONS

FINANCIAL IMPACT:

The City will receive compensation from the developer for the portion of Sloat Avenue which is being vacated pursuant to an Agreement that is currently being drafted and is expected to be presented to the City Council at its meeting on October 16, 2024.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

ATTACHMENT 1 RESO 24-___ Intent to Vacate Sloat
ATTACHMENT 2 RESO Exempt Surplus Re Sloat
ATTACHMENT 3 ORD - Ordinance Ordering Vacation of Sloat
ATTACHMENT 4 MEASURE X FROM VOTER GUIDE PAGE 4
ATTACHMENT 5 ORDINANCE 16-009A
ATTACHMENT 6 RESO 22-001 EIR Certification and CEQA Findings Reso
ATTACHMENT 7 22-002 ATC Hotel Project Approval CC Reso
ATTACHMENT 8 22-003 Intent to Vacate Sloat Reso
ATTACHMENT 9 5-18-22 Proposed Resolution to Vacate
ATTACHMENT 10 4780_ATC_Coastal_Commission_4.11.24
ATTACHMENT 11 4-3-24 AR
ATTACHMENT 12 4-4-24 Council Support Letter to Coastal Comission re ATC
ATTACHMENT 13 ATC Notice of Intent to Issue Coastal Permit
Attachment 14 - September 6, 2024 Emails Between City Manager and CCC
ATTACHMENT 15 Petition and Complaint (w- summons)
ATTACHMENT 16 Request for Dismissal

RESOLUTION NO. 24-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE, CALIFORNIA, DECLARING THE CITY'S INTENT TO VACATE EXCESS RIGHT-OF-WAY LOCATED ON SLOAT AVENUE, EXCEPTING AND RESERVING RIGHTS FOR EXISTING PUBLIC UTILITY FACILITIES, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON SAID RIGHT-OF-WAY VACATION

WHEREAS, the vacation of public easements and rights-of-way in California is governed by the provisions under Division 9, Part 3 of the California Streets and Highways Code ("CSHC") and extends from section 8300 through 8368; and

WHEREAS, Section 8320 of the CSHC sets forth the procedure by which a city may initiate a proceeding to vacate a right-of-way on its own initiative by setting a hearing and causing the publishing and posting of the notices of the hearing; and

WHEREAS, Section 8324 of the CSHC authorizes the City Council to impose conditions on the vacation of a street or highway, which conditions shall be satisfied before the resolution of vacation is recorded and effective; and

WHEREAS, the City of Pacific Grove ("City") currently maintains for roadway purposes an easement approximating 26,778 square feet used for public road right-of-way purposes located in the City on Sloat Avenue of which a portion consisting of 19,602 square feet, more or less (the "Excess Right-of-Way"), is adjacent to the proposed American Tin Cannery ("ATC") Hotel and Commercial development (together, the "ATC Development"). Notwithstanding this intent to vacate the City retains any other interest it may have in the Excess Right of Way; and

WHEREAS, on January 12, 2022, the City Council of the City of Pacific Grove certified an EIR (SCH #2019110152) for the ATC Development and approved the requisite planning approvals for the ATC Development; and

WHEREAS, on April 11, 2024, the California Coastal Commission ("CCC") conducted appellate proceedings on the City's approval of the ATC Development, determined that the ATC Development as modified will not result in any significant environmental effects for which feasible mitigation measures have not been employed, consistent with CEQA Section 21080.5(d)(2)(A), and approved the ATC Development subject to five (5) standard conditions and sixteen (16) special conditions; and

WHEREAS, given the ATC Development approval by the City and the CCC, the Excess Right-of- Way is currently used by the City as a public road right-of-way but is no longer needed for this purpose; and

WHEREAS, the City intends to initiate the process for vacating the Excess Right-of- Way, by setting a time and place for a public hearing on the vacation and directing the City Clerk to provide, publish, and post all required notices; and

WHEREAS, Article 15 of the Charter of the City of Pacific Grove provides, in pertinent part, that no action for the disposition of real property of the City, or any interest therein, shall be taken except by ordinance; and

WHEREAS, although Section 8324 of the CSHC specifies a resolution be adopted to vacate right of way, Section 50020 of the California Government Code Section 50020 provides that "[w]hen a statute requires a local agency to take legislative action by resolution and the local agency is required by its charter to take legislative action by ordinance, action by ordinance is compliance with the statute for all purposes."

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE, MONTEREY COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Each finding set forth above is adopted as true and correct.

SECTION 2. The location of the Excess Right-of-Way subject to vacation is described in Exhibit A and depicted in Exhibit B, each such Exhibit attached to this Resolution and incorporated herein, and is summarized as that portion of right-of-way approximating 19,602 square feet and located on Sloat Avenue between Eardley Avenue and Dewey Avenue.

SECTION 3. The City Council hereby declares an intention to initiate the process for vacating the Excess Right-of-Way, pursuant to Section 8320 of the CSHC, subject to those terms and conditions set forth in the vacation ordinance.

SECTION 4. The City certified an Environmental Impact Report ("EIR") on January 12, 2022 for the ATC Development (SCH #2019110152) and made the requisite CEQA findings for the certification of the EIR. Subsequently, the CCC determined that the ATC Development as modified by the CCC in its approval action will not result in any significant environmental effects for which feasible mitigation measures have not been employed, consistent with CEQA Section 21080.5(d)(A). The EIR evaluated the environmental impacts of the project including the development and uses of the subject Property, and as modified and conditioned by the CCC, no additional CEQA review is required.

SECTION 5. The City Council hereby sets a public hearing on the proposed vacation of the Excess Right-of-Way for _____, 2024 at 6:00 pm, or as soon thereafter as the matter may be heard, at the City Council Chamber, 300 Forest Ave, Pacific Grove, California 93950. At the conclusion of the public hearing, the City Council shall determine, from all evidence submitted, whether or not the Excess Right-of-Way proposed to be vacated is necessary for present or prospective public use.

SECTION 6. The City Clerk is hereby directed to post this Resolution of Intention and publish notices of the public hearing for at least two successive weeks prior to the date set for public hearing, pursuant to the requirements of CSHC Section 8322. Notices of the proposed vacation shall additionally be posted along the line of the Excess Right-of-Way proposed to be vacated, pursuant to the requirements of CSHC Section 8323.

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

AYES:
NOES:
ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:

_____
SANDRA ANN KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN PIERIK, City Attorney
Burke, Williams & Sorensen, LLP

Exhibit A

Legal Description and Depiction

EXHIBIT "A"
AREA PROPOSED FOR VACATION: SLOAT AVENUE
LEGAL DESCRIPTION

Certain real property situate in the City of Pacific Grove, County of Monterey, State of California, described as follows:

Being a portion of that certain street shown as Sloats Avenue (commonly known as Sloat Avenue) on that certain map filed on August 17, 1909 as Volume 2 Cities and Towns at Page 21 of said County, more particularly described as follows:

Being that portion right of way of Sloat Avenue lying between Blocks 1 and 4 lying southeasterly of the northeasterly prolongation of the northwesterly line of Lot 10 in said Block 4.

Containing an area of 0.45 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

END OF DESCRIPTION

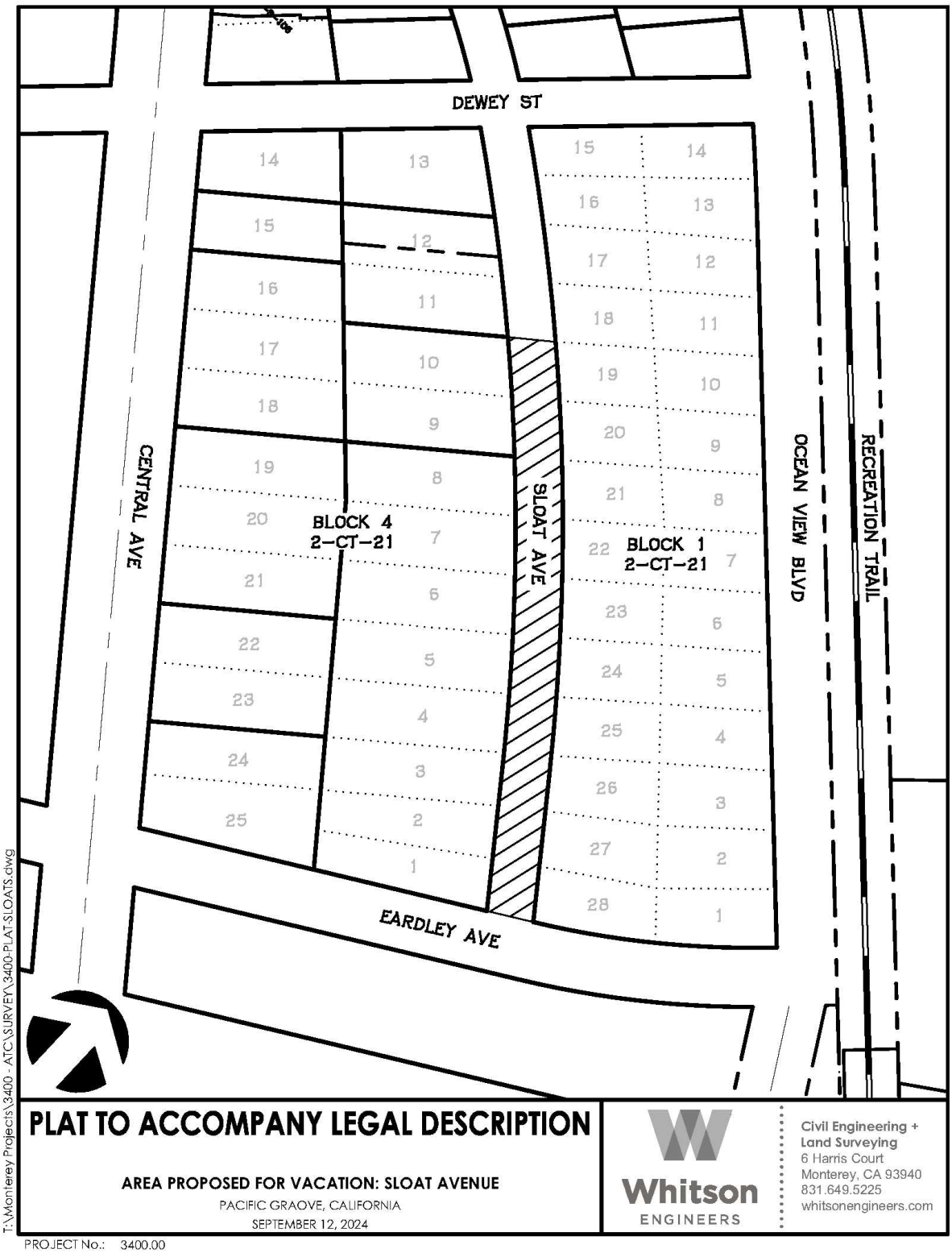
PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3400.00

Exhibit B

Plot Depiction



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE, CALIFORNIA, DECLARING PURSUANT TO GOVERNMENT CODE SECTION 54221 THAT CERTAIN PROPERTY OVER WHICH THE CITY OWNS A RIGHT-OF-WAY EASEMENT GENERALLY LOCATED ON SLOAT AVENUE BETWEEN EARDLEY AVENUE AND DEWEY AVENUE IN THE CITY OF PACIFIC GROVE, COUNTY OF MONTEREY, IS EXEMPT SURPLUS LAND AND NOT NECESSARY FOR THE CITY'S USE; AND FINDING THAT SUCH DECLARATION IS EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS

WHEREAS, the City of Pacific Grove ("City") is the owner of a right-of-way easement interest in that certain real property located on Sloat Avenue between Eardley Avenue and Dewey Avenue, City of Pacific Grove, Monterey County, State of California and described with greater particularity in Exhibit A and depicted in Exhibit B, each such Exhibit attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property was acquired by the City in 1909 pursuant to a Map of the University Addition to Pacific Grove, Monterey County, California, filed on August 17, 1909, in Tract Maps, Book 2, page 21 of the Official Records of the County of Monterey; and

WHEREAS, the Property is approximately 19,602 square feet in size, improved as a public street, and is abutted on both sides by parcels under one ownership; and

WHEREAS, the Property is proposed to be vacated and conveyed to the abutting property owner pursuant to Government Code Section 54221(f)(1)(E) as "Surplus land that is a former street, right of way, or easement, and is conveyed to an owner of an adjacent property; and

WHEREAS, the City has previously found that the proposed vacation of the Property is consistent with the City's General Plan, and determined that the Property is no longer necessary for the City's use; and

WHEREAS, on January 12, 2022, the City Council of the City of Pacific Grove, pursuant to the requirements of the California Environmental Quality Act ("CEQA") certified an Environmental Impact Report (SCH #2019110152) for the adjacent property owner's proposed hotel and commercial development, including the proposed vacation of the Property (the "ATC Development"), and approved the requisite planning approvals for the ATC Development; and

WHEREAS, on April 11, 2024, the California Coastal Commission ("CCC") conducted appellate proceedings on the City's approval of the ATC Development, determined that the ATC Development as modified will not result in any significant environmental effects for which feasible mitigation measures have not been employed, consistent with CEQA Section 21080.5(d)(2)(A), and approved the ATC Development subject to five (5) standard conditions and sixteen (16) special conditions; and

WHEREAS, no further CEQA review or action is required in connection with the declaration of the Property as Exempt Surplus pursuant to the Surplus Land Act, Government Code Section 54220 *et seq*.; and

WHEREAS, the City desires to declare that the Property is exempt surplus land and not necessary for the City's use; and

WHEREAS, the Agenda Report presented to the City Council on September 18, 2024, together with this Resolution, contains the factual background and supporting information upon which the declaration and findings set forth herein are based;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE HEREBY RESOLVES AS FOLLOWS:

Section 1: Recitals Correct. The foregoing recitals are true and correct, and incorporated herein by this reference.

Section 2: Use Finding. The City Council finds that the Property is not necessary for the City's use as described in the preceding recitals and the staff report accompanying this Resolution.

Section 3: Surplus Declaration. The City Council hereby declares that the Property is exempt surplus land pursuant to Government Code Section 54221(f)(1)(E) because it is surplus land that is a former street, right of way, or easement, and is to be conveyed to an owner of an adjacent property.

Section 4: CEQA Determination. The declaration of the Property as Exempt Surplus was contemplated as part of the ATC Development analyzed under CEQA by the City and the CCC, and no further CEQA determination is required in connection with the action taken by the adoption of this Resolution.

Section 5: General Authorization. The officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

Section 6: Effective Date. This Resolution shall take effect immediately upon its adoption by the City Council.

Section 7: Certification. The City Clerk of the City of Pacific Grove shall certify to the passage, approval and adoption of this resolution, and the City Clerk of the City of Pacific Grove shall cause this Resolution and the City Clerk's certification to be entered in the File of Resolutions of the City of Pacific Grove City Council.

PASSED, APPROVED AND ADOPTED this 18th day of September, 2024.

_____
BILL PEAKE, Mayor

ATTEST:

_____
SANDRA ANN KANDELL, City Clerk

_____

APPROVED AS TO FORM:

_____
BRIAN PIERIK, City Attorney
Burke, Williams & Sorensen, LLP

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss
CITY OF PACIFIC GROVE)

I, Sandra A. Kandell, City Clerk of the City of Pacific Grove, do hereby certify that the foregoing Resolution No._____ was duly passed and adopted at a regular meeting of the City Council of the City of Pacific Grove held on the _____ day of _____, 2024.

Upon motion of Councilmember _____, seconded by Councilmember _____, the foregoing Resolution No. _____ was duly passed and adopted.

Vote on the motion:

AYES:
NOES:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Pacific Grove this _____ day of _____, 2024.

_____
Sandra Kandell, City Clerk

EXHIBIT A

Property Description

EXHIBIT "A"
AREA PROPOSED FOR VACATION: SLOAT AVENUE
LEGAL DESCRIPTION

Certain real property situate in the City of Pacific Grove, County of Monterey, State of California, described as follows:

Being a portion of that certain street shown as Sloats Avenue (commonly known as Sloat Avenue) on that certain map filed on August 17, 1909 as Volume 2 Cities and Towns at Page 21 of said County, more particularly described as follows:

Being that portion right of way of Sloat Avenue lying between Blocks 1 and 4 lying southeasterly of the northeasterly prolongation of the northwesterly line of Lot 10 in said Block 4.

Containing an area of 0.45 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

END OF DESCRIPTION

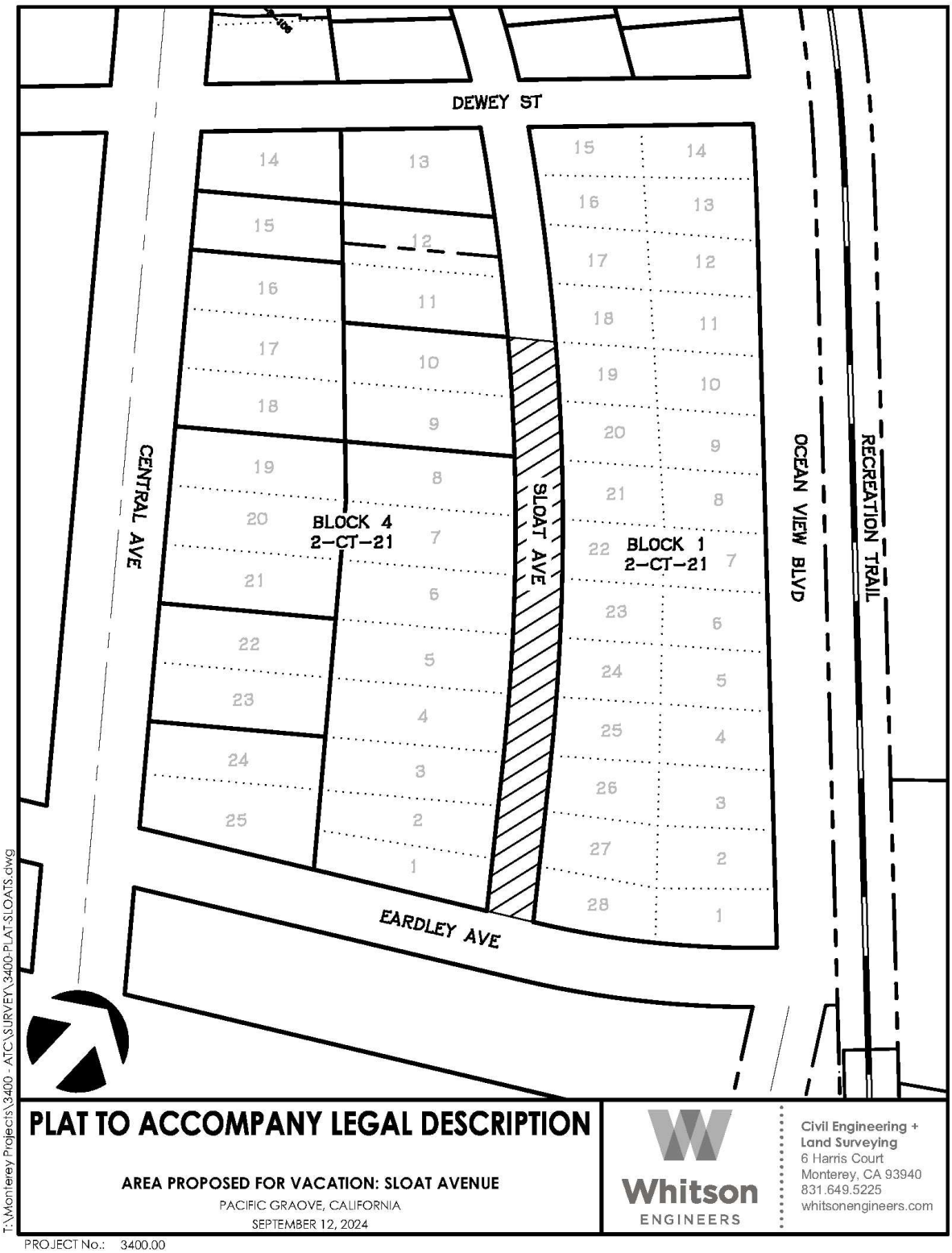
PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3400.00

Exhibit B

Plot Depiction



ORDINANCE NO. 24-__

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE CONDITIONALLY ORDERING THE VACATION OF EXCESS RIGHT-OF-WAY LOCATED ON SLOAT AVENUE, EXCEPTING AND RESERVING RIGHTS FOR EXISTING AND PROPOSED PUBLIC UTILITY FACILITIES

FACTS

1. The City of Pacific Grove ("City") passed Resolution No. 24-___ on September 18, 2024, declaring its intention to vacate the excess public right-of-way easement on the real property located on Sloat Avenue (the "Excess Right-of-Way"), which is approximately 19,602 square feet and adjacent to the proposed American Tin Cannery Hotel and Commercial development (together, the "ATC Development").

2. The proposed adjacent ATC Development includes certain development and uses on a portion of the Excess Right-of-Way which the City will no longer need to maintain once the ATC Development is approved and constructed.

3. The City certified an Environmental Impact Report (EIR) on January 12, 2022, for the ATC Development (SCH #2019110152) and made the requisite CEQA findings for the certification of the EIR. The EIR evaluated the environmental impacts of the project including the development and uses of the subject Excess Right-Of-Way, and as such, no additional CEQA review is required.

4. On October 28, 2021 and November 18, 2021, the Planning Commission conducted a duly-noticed public hearing on the ATC Development and reviewed the vacation for conformity with the General Plan in accordance with Government Code Section 65402.

5. On January 12, 2022, the City Council heard an appeal of the Planning Commission's decision on the ATC Development and reviewed the vacation for conformity with the General Plan in accordance with Government Code Section 65402. The City Council found the vacation of the subject Excess Right-of-Way to be in conformance with the City's General Plan.

6. On April 11, 2024, the California Coastal Commission ("CCC") conducted appellate proceedings on the City's approval of the ATC Development, determined that the ATC Development as modified will not result in any significant environmental effects for which feasible mitigation measures have not been employed, consistent with CEQA Section 21080.5(d)(2)(A), and approved the ATC Development subject to five (5) standard conditions and sixteen (16) special conditions.

7. No further CEQA review or action is required in connection with this condition order of vacation of the Excess Right-of Way pursuant to Division 9, Part 3, Chapter 3 of the Streets and Highways Code of the State of California (the "Vacation Statute").

8. The Vacation Statute allows the City Council to adopt a resolution vacating excess street rights-of-way that are no longer required for street purposes, excepting and reserving rights for existing and proposed public utility facilities.

9. Article 15(g) of the City's Charter provides, in pertinent part, that except as provided by General Law, or by this Charter, no action providing for the….acquisition, sale, lease, encumbrancing or disposition of real property of the City, or any interest therein….shall be taken except by ordinance.

10. Government Code Section 50020 provides that "[w]hen a statute requires a local agency to take legislative action by resolution and the local agency is required by its charter to take legislative action by ordinance, action by ordinance is compliance with the statute for all purposes."

11. The Excess Right-of-Way described in both legal and map form in Exhibits A and B, is no longer needed for street purposes should the ATC Development receive all necessary Building Permits as well as approvals for any associated relocation or rerouting of existing public and private utilities; and

12. The City Council has duly considered the staff report and public comments, if any, and desires to vacate the Excess Right-of-Way.

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

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

SECTION 2. The City Council hereby elects to proceed under and pursuant to the provision of Division 9, Part 3, Chapter 3 of the Streets and Highways Code of the State of California, and in particular, Sections 8324 thereof, and hereby orders the vacation of the Excess Right-of-Way described in Exhibit A, and shown on the plot labeled Exhibit B, each such Exhibit attached hereto and made a part hereof by this reference.

SECTION 3. This ordinance shall take effect only upon, and the vacation of the Excess Right-of-Way is conditioned upon and shall not be effective until, the occurrence of all of the following:

a. Developer of the ATC Development (the "Developer") has submitted a plan or plans for utility relocation and maintenance (including the temporary protection or provision for utility connection to adjacent properties throughout the course of construction) of existing public and private utilities, including but not limited to fiber optics owned by the Monterey Bay Aquarium Foundation, which is approved by the City and the appropriate utility; and

b. The City and Developer have entered into a legally binding agreement (the "Agreement") for the conveyance of the City's interest in the land underlying the existing easement. If the City and Developer do not enter into such

agreement within ninety (90) days of the date of adoption of this ordinance, this ordinance will be null and void; and

c. The City has to its reasonable satisfaction determined that the existing rights of the property owners in the vicinity of the Excess Right-of-Way, including the right to access, use, and develop their parcels now and in the future, consistent with state and local law, have been maintained or an alternative arrangement has been made consistent with the terms of the ATC Development approvals, including CEQA and applicable mitigation measures.

d. Pursuant to the Agreement the City's interest in the land underlying the Excess Right-of-Way has been conveyed from the City to the Developer; and

e. This ordinance has been recorded by the City Clerk with the Monterey County Recorder following the Close of Escrow, as that term is defined in the Agreement, and the City's interest in the underlying property has been quit claimed from the City to the Developer.

f. The passage of thirty (30) days following the adoption of this ordinance in accordance with Article 15 of the City Charter.

SECTION 4. That from and after the date this ordinance is recorded, the Excess Right-of-Way is vacated and no longer constitutes a public right-of-way.

SECTION 5. 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 6. The Mayor shall sign and the City Clerk shall attest to the passage of this Resolution.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 16th day of October, 2024, by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

_____
BILL PEAKE, Mayor

ATTEST:
DATED:_____

_____
SANDRA ANN KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN PIERIK, City Attorney
Burke, Williams & Sorensen, LLP

Exhibit A

Legal Description

EXHIBIT "A"
AREA PROPOSED FOR VACATION: SLOAT AVENUE
LEGAL DESCRIPTION

Certain real property situate in the City of Pacific Grove, County of Monterey, State of California, described as follows:

Being a portion of that certain street shown as Sloats Avenue (commonly known as Sloat Avenue) on that certain map filed on August 17, 1909 as Volume 2 Cities and Towns at Page 21 of said County, more particularly described as follows:

Being that portion right of way of Sloat Avenue lying between Blocks 1 and 4 lying southeasterly of the northeasterly prolongation of the northwesterly line of Lot 10 in said Block 4.

Containing an area of 0.45 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

END OF DESCRIPTION

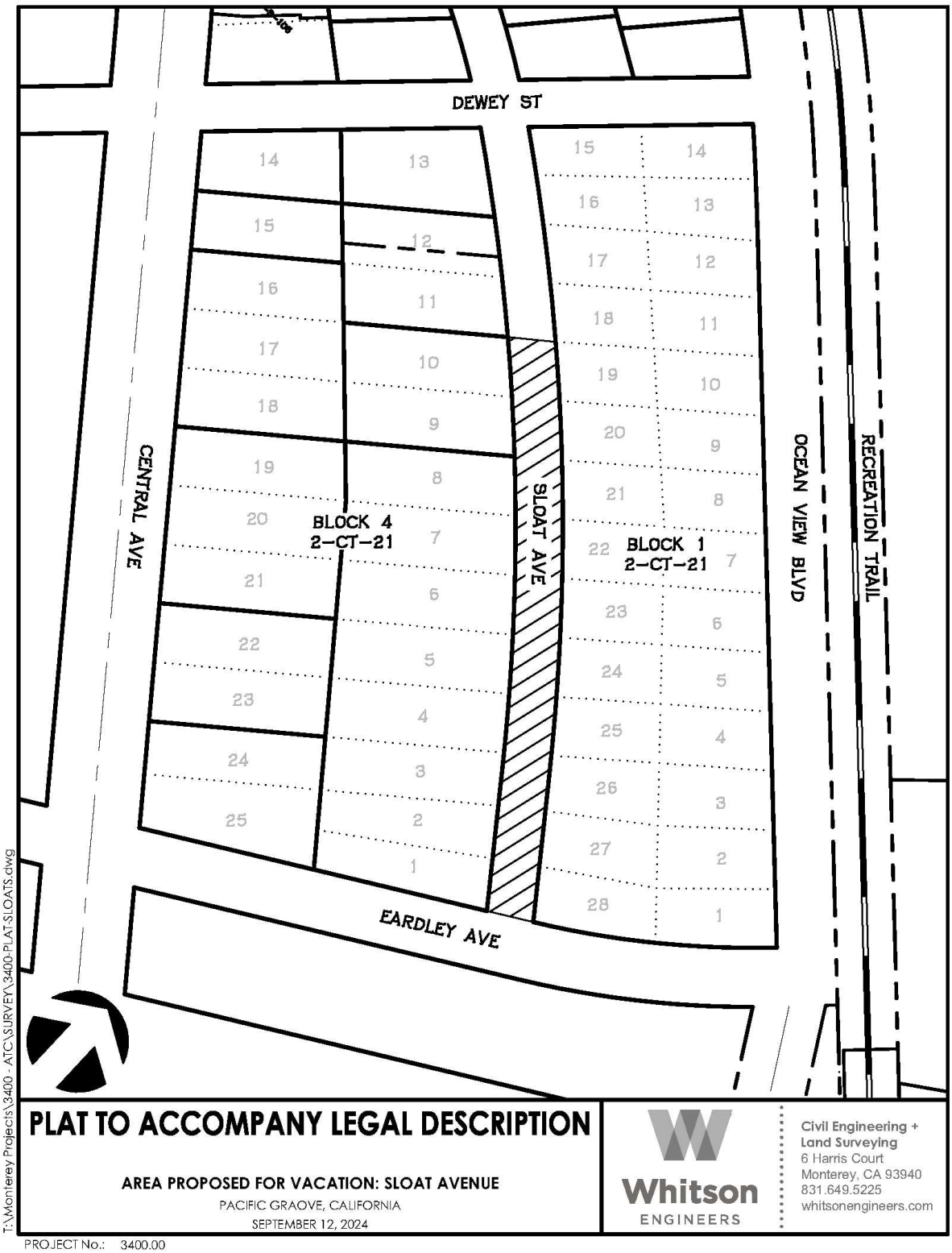
PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3400.00

Exhibit B

Plot Depiction



MEASURE X
CITY OF PACIFIC GROVE

EXHIBIT 1

FULL TEXT OF INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

THE PEOPLE OF THE CITY OF PACIFIC GROVE DO ORDAIN AS FOLLOWS:

SECTION 1. STATEMENT OF FINDING AND PURPOSE. The American Tin Cannery (ATC) site is one of the major gateways to Pacific Grove. The current land uses at the ATC site do not provide necessary public revenue to Pacific Grove nor the full range of uses sought by residents or visitors to the adjacent Monterey Bay Aquarium and the Cannery Row vicinity. Without voter authority, the ATC site could not be re-developed with "overnight lodging," which the Pacific Grove Local Coastal Program Land Use Plan (Land Use Plan) identifies as a "principal permitted use." The California Coastal Act also establishes "visitor-serving uses," which include overnight lodging, as priority uses in the California coastal zone. The existing voter approved zoning restrictions allow only the uses allowed in the C-V (Visitor Commercial) and C-2 (Heavy Commercial), but hotels are not allowed. Voter authority is required to enhance the commercial viability of this area and to provide for the uses envisioned in the Land Use Plan and California Coastal Act.

SECTION 2. ZONING CODE AMENDMENT. Section 23.31.025 is added to Pacific Grove Municipal Code Section as follows:

Section 23.31.025. Visitor Commercial- American Tin Cannery (C-V-ATC)

(a) Boundaries of District. The C-V-ATC zoning district shall apply to the American Tin Cannery site that is comprised of Assessor's Parcel Numbers: 006-231-001, 006-234-004, and 006-234-005 and that segment of Sloat Avenue that is contiguous to the American Tin Cannery site.
(b) Uses Permitted. Notwithstanding any other provision of the Pacific Grove Municipal Code, the following uses shall be permitted in the C-V -ATC zoning district:

1. Hotels and any accessory uses, such as restaurants, bars and lounges, meeting and event facilities, spa and fitness facilities, parking, and buildings, spaces, and structures incidental to such uses, subject to first securing a use permit.
2. All uses that are permitted in the C-V zoning district and additional uses permitted by subsequent amendment to the zoning ordinance.

(c) Development Standards. Development Standards in the C-V-ATC zoning district, including floor area coverage, density, setbacks and height limits shall be in accordance with the applicable standards set forth in the Local Coastal Program Land Use Plan, as updated or amended, or if no such standards are provided in the Local Coastal Program Land Use Plan, as updated or amended, in accordance with the standards set forth in the use permit or other required permit for a use allowed in the C-V-ATC zoning district.
(d) Except as modified by this Section 23.31.025, all provisions of the motel/hotel regulation ballot measure enacted by the people at the June 3, 1986, special municipal election, as set out at Chapter 23.52, shall remain unchanged and in full force and effect.

SECTION 3. 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 People hereby declare 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 4. MEASURE PREVAILS. If any provision, section, paragraph, sentence, clause, or phrase of this measure, or any part thereof is for any reason found inconsistent with other provisions of the Pacific Grove Municipal Code, the provisions of this measure shall prevail.

SECTION 5. EFFECTIVE DATE. If approved by a majority of the voters voting on this ordinance, this ordinance shall be considered adopted upon the date that the vote is declared by the City Council and shall go into effect ten days following that date.

DocuSign Envelope ID: FA436BF0-16BF-4657-A4CE-86E3655CECC8

ORDINANCE NO. 16-009A

ORDINANCE OF THE PEOPLE OF THE CITY OF PACIFIC GROVE AMENDING CHAPTER 23.31 AND ADDING CHAPTER 23.31.025 OF THE PACIFIC GROVE MUNICIPAL CODE TO IMPLEMENT AN INITIATIVE MEASURE REQUIRING A VOTE OF THE PEOPLE TO CHANGE THE ZONING OF THE AMERICAN TIN CANNERY

WHEREAS, the People of the City of Pacific Grove, at a Special Election held on April 19, 2016, approved an initiative measure ("Measure X") to change the zoning of the American Tin Cannery (ATC) to enhance the commercial viability of this area and to provide for the uses envisioned in the Land use Plan and California Coastal Act;

WHEREAS, the ATC site is one of the major gateways to Pacific Grove.

WHEREAS, the current land uses at the ATC site do not provide necessary public revenue to Pacific Grove nor the full range of uses sought by residents or visitors to the adjacent Monterey Bay Aquarium and the Cannery Row vicinity;

WHEREAS, without voter authority, the ATC site could not be redeveloped with "overnight lodging," which the Pacific Grove Local Coastal Program Land Use Plan (Land Use Plan) identifies as a "principal permitted use;"

WHEREAS, the existing voter approved zoning restrictions allow only the uses allowed in the C-V (Visitor Commercial) and C-2 (Heavy Commercial), but hotels are not allowed;

WHEREAS, it is necessary to include such regulation in the City's zoning regulations;

WHEREAS, enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment; or

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

SECTION 1. ZONING CODE AMENDMENT. Section 23.31.025 is added to Pacific Grove Municipal Code as follows;

(a) Boundaries of District. The C-V-ATC zoning district shall apply to the American Tin Cannery site that is comprised of Assessor's Parcel Numbers 006-231-001, 006-234-004, and 006-234-005 and that segment of Sloat Avenue that is ~~continuous~~ contiguous to the American Tin Cannery site. **(Verified by City File and Sample Voter Ballot.)**

(b) Uses Permitted. Notwithstanding any other provision of the Pacific Grove Municipal Code, the following uses shall be permitted in the C-V-ATC zoning district:

1. Hotels and any accessory uses, such as restaurants, bars and lounges, meeting and event facilities, spa and fitness facilities, parking, and buildings, spaces, and structures incidental to such uses, subject to first securing a use permit.
2. All uses that are permitted in the C-V zoning district and additional uses permitted by subsequent amendment to the zoning ordinance.

(c) Development Standards. Development standards in the C-V-ATC zoning district, including floor area coverage, density, setbacks and height limits shall be in accordance with the applicable standards set forth in the local Coastal Program Land Use Plan, as updated or amended, or if no such standards are provided in the local coastal Program Land Use Plan, as updated or amended, in accordance with the standards set forth in the use permit or other required permit for a use allowed in the C-V-ATC zoning district.

(d) Except as modified by this Section 23.31.025, all provisions of the motel/hotel regulation ballot measure enacted by the people at the June 3, 1986, special election, as set out at chapter 23.52 shall remain unchanged and in full force and effect.

SECTION 2. MEASURE PREVAILS. If any provision, section, paragraph, sentence, clause, or phrase of this measure, or any part thereof is for any reason found inconsistent with other provisions of the Pacific Grove Municipal Code, the provisions of this measure shall prevail.

SECTION 3. EFFECTIVE DATE. If approved by a majority of the voters voting on this ordinance, this ordinance shall be considered adopted upon the date that the vote is declared by the City Council and shall go in effect ten days following that date.

PASSED AND ADOPTED BY THE PEOPLE OF THE CITY OF PACIFIC GROVE this 18th day of May, 2016, by the majority vote.

APPROVED:

DocuSigned by:
Bill Peake
6C7CB8B632C34D9...

BILL PEAKE, Mayor for
BILL KAMPE, Former Mayor

ATTEST: 5/11/2021

DocuSigned by:
Sandra Kandell
4F11A61C850B4E1...

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
David C. Laredo
F06545E32B2846E...

DAVID C. LAREDO, City Attorney

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

RESOLUTION NO. 22-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE ADOPTING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, CERTIFYING THE AMERICAN TIN CANNERY HOTEL AND COMMERCIAL PROJECT FINAL ENVIRONMENTAL IMPACT REPORT (SCH #2019110152), ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS

FACTS and FINDINGS

1. The American Tin Cannery Hotel and Commercial Project ("Project") proposes to partially demolish existing commercial buildings, remove on-site trees, redevelop the site for a 225-room hotel with associated hotel amenities including the sale of alcoholic beverages, 10,968 square feet of retail commercial uses, on-site valet parking for 255 cars, and an additional 35 self-service, metered parking spaces reserved for public use, with the project proposing a total floor area of 353,489 square feet on a 5.597-acre project site.

2. The Project site is located at 109/125 Ocean View Boulevard and 124 Central Avenue, Pacific Grove, 93950; APNs 006-231-001, 006-234-004, 006-234-005, and 006-234-008, as well as the portion of the Sloat Avenue right-of-way (ROW) between Eardley Avenue and Dewey Avenue and a portion of an existing encroachment along Ocean View Boulevard.

3. The Project requires approvals of an Architectural Permit, Use Permit, Tree Permit with Development, Coastal Development Permit, and Real Property Agreement.

4. The Project site is not listed on the City's Historic Resources Inventory.

5. Pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the State CEQA Guidelines (Cal. Code Regs., Title 14, § 15000 et seq.), the City of Pacific Grove is the lead agency for the proposed Project.

6. The City evaluated the Project and determined that an EIR should be prepared because the Project may have a significant effect on the environment.

7. In accordance with State CEQA Guidelines Section 15082, on November 7, 2019, the City sent to the Office of Planning and Research and each responsible and trustee agency a Notice of Preparation ("NOP") stating that an Environmental Impact Report (State Clearinghouse Number #2019110152) would be prepared.

8. Pursuant to Public Resources Code Section 21083.9 and State CEQA Guidelines sections 15082(c) and 15083, the City held a duly-noticed Scoping Meeting on December 3, 2019, to solicit comments on the scope of the environmental review of the proposed Project.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

9. Comments were received from 34 individuals, organizations, and/or agencies in response to the NOP.

10. A Draft Environmental Impact Report ("Draft EIR") was prepared, incorporating comments received in response to the NOP.

11. The Draft EIR determined that mitigation measures were required to mitigate impacts to a less than significant level for the following resource areas: Air Quality, Biological Resources, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Noise and Vibration, Transportation and Circulation, Tribal Cultural Resources, and Utilities and Service Systems.

12. The Draft EIR further concluded that despite the incorporation of all feasible mitigation measures, the proposed Project would nonetheless result in significant and unavoidable impacts relating to: a) Aesthetics and b) Cultural Resources.

13. In accordance with State CEQA Guidelines Section 15085, a Notice of Completion was prepared and filed with the Office of Planning and Research on July 28, 2019.

14. As required by State CEQA Guidelines Section 15087(a), the City provided Notice of Availability of the Draft EIR to the public at the same time that the City sent Notice of Completion to the Office of Planning and Research, on July 28, 2019.

15. During the public comment period, copies of the Draft EIR and technical appendices were available for review and inspection on the City's website at https://www.cityofpacificgrove.org/living/community-development/planning/ceqa-california-environmental-quality-act and the City of Pacific Grove Public Library, and the City made two hard copies available on a "check-out" basis from the Pacific Grove Police Department, with such review and inspection opportunities in accordance with the COVID-19-related shelter-in-place orders and the social distance guidelines issued by Federal, State, and Local Authorities that were in place during the public comment period.

16. Pursuant to State CEQA Guidelines Section 15087(e), the Draft EIR was circulated for a 60-day public review comment period, which exceeds the 45-day minimum public review and comment period under Section 15087(e), from July 30, 2020, to September 28, 2020.

17. During the public review and comment period, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others pursuant to State CEQA Guidelines Section 15086.

18. The City received 153 written comment letters on the Draft EIR and also received an acknowledgement from the State Clearinghouse that the City has complied with CEQA environmental review requirements.

19. Pursuant to Public Resources Code Section 21092.5, the City provided copies of its responses to commenting public agencies at least ten (10) days prior to the City's consideration of the Final EIR on October 28, 2021.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

20. On December 4, 2020, the City released the proposed Final EIR ("Final EIR"), which consists of the Draft EIR and all technical appendices prepared in support of the Draft EIR, all written comment letters received on the Draft EIR, written responses to all written comment letters received on the Draft EIR, and errata to the Draft EIR and technical appendices.

21. The "EIR" consists of the Final EIR and its attachments and appendices, as well as the Draft EIR and its attachments and appendices (as modified by the Final EIR).

22. All potentially significant adverse environmental impacts were sufficiently analyzed in the EIR.

23. As contained herein, the City has endeavored in good faith to set forth the basis for its decision on the Project.

24. All of the requirements of the Public Resources Code and the State CEQA Guidelines have been satisfied by the City in connection with the preparation of the EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the Project have been adequately evaluated.

25. The EIR prepared in connection with the Project sufficiently analyzes the Project's potentially significant environmental impacts, and the EIR analyzes a range of feasible alternatives capable of reducing these effects to a lesser level of significance.

26. The City has made certain findings of fact, as set forth in **Exhibit A** to this Resolution, attached hereto and incorporated herein, based upon the oral and written evidence presented to it as a whole and the entirety of the administrative record for the Project, which are incorporated herein by this reference.

27. The City finds that certain environmental impacts identified in the EIR are less than significant and do not require mitigation as described in the EIR.

28. The City finds that certain environmental impacts identified in the EIR are less than significant with incorporation of mitigation measures as described in **Section 4** of **Exhibit A.**

29. The City finds that even with the incorporation of all feasible mitigation measures, certain environmental impacts identified in the EIR remain significant and unavoidable as described in **Section 5** of **Exhibit A.**

30. The cumulative impacts of the Project identified in the EIR and set forth herein, are as described in **Section 6** of **Exhibit A.**

31. The potential significant irreversible environmental changes that would result from the proposed Project identified in the EIR and set forth herein, are as described in **Section 7** of **Exhibit A.**

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

32. The existence of any growth-inducing impacts resulting from the proposed Project identified in the EIR and set forth herein, are as described in **Section 8** of **Exhibit A**.

33. Alternatives to the proposed Project that may reduce the significant and unavoidable environmental impacts are as described in **Section 9** of **Exhibit A**.

34. Pursuant to State CEQA Guidelines Section 15093, the City has prepared a Statement of Overriding Considerations that notes that although the EIR identifies significant and unavoidable impacts in the categories of Aesthetics and Cultural Resources, the City finds that there are overriding considerations that provide specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, that outweigh the unavoidable adverse environmental effects. The Project's Statement of Overriding Considerations are set forth as **Exhibit B** to this Resolution, attached hereto and incorporated herein.

35. All the mitigation measures identified in the EIR and necessary to reduce the potentially significant impacts of the proposed Project to a level of less than significant are set forth in the Mitigation Monitoring and Reporting Program (MMRP) in **Exhibit C** to this Resolution, attached hereto and incorporated herein.

36. Prior to taking action, the City has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including but not limited to the EIR, and all oral and written evidence presented to it during all meetings and hearings.

37. The EIR reflects the independent judgment of the City and is deemed adequate for purposes of making decisions on the merits of the Project.

38. No comments made in the public hearings conducted by the City and no additional information submitted to the City have produced substantial new information requiring recirculation of the EIR or additional environmental review of the Project under Public Resources Code Section 21092.1 and State CEQA Guidelines Section 15088.5.

39. On January 12, 2022, the City conducted a duly-noticed public hearing on this Resolution, at which time all persons wishing to testify were heard and the Project was fully considered.

40. All other legal prerequisites to the adoption of this Resolution have occurred.

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

1. The City Council determines that each of the Facts and Findings set forth above is true and correct, and by this reference incorporates those Facts and Findings as an integral part of this Resolution.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

2. The City Council hereby finds that it has been presented with the EIR, which it has reviewed and considered, and further finds that the EIR is an accurate and objective statement that has been completed in full compliance with CEQA and the State CEQA Guidelines. The City Council finds that the EIR reflects the independent judgment and analysis of the City. The City Council declares that no evidence of new significant impacts or any new information of "substantial importance" as defined by State CEQA Guidelines Section 15088.5, has been received by the City after circulation of the Draft EIR that would require recirculation. Therefore, the City Council hereby certifies the American Tin Cannery Hotel and Commercial Project EIR based on the entirety of the record of proceedings.

3. The City Council hereby adopts the "CEQA Findings of Fact" which were prepared in accordance with State CEQA Guidelines Section 15091 and which are attached hereto as **Exhibit A** and incorporated herein by this reference.

4. The City Council hereby adopts the Statement of Overriding Considerations, attached hereto as **Exhibit B**, and finds that each and every one of the overriding considerations individually outweighs each and every one of the Project's potentially significant and unavoidable impacts.

5. Pursuant to Public Resources Code Section 21081.6, the City Council hereby adopts the Mitigation Monitoring and Reporting Program attached hereto as **Exhibit C** and incorporated herein by this reference. Implementation of the Mitigation Measures contained in the Mitigation Monitoring and Reporting Program is hereby made a condition of approval of the Project. In the event of any inconsistencies between the Mitigation Measures set forth in the EIR or the Findings of Fact and the Mitigation Monitoring and Reporting Program, the Mitigation Monitoring and Reporting Program shall control.

6. The documents and materials that constitute the record of proceedings on which this Resolution has been based are located at City Hall, Community Development Department, 300 Forest Avenue, Pacific Grove, CA 93950. The custodian for these records is Debbie Gonzales, Administrative Assistant. This information is provided pursuant to Public Resources Code Section 21081.6.

7. City staff shall cause a Notice of Determination to be filed and posted with the County Clerk and the State Clearinghouse within five working days of the adoption of this Resolution.

PASSED AND ADOPTED AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE this 12TH day of January, 2022, by the following vote:

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

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

APPROVED:

DocuSigned by:
Bill Peake
2E6F9DE48137414...

BILL PEAKE, Mayor

ATTEST:
DATED: 1/18/2022

DocuSigned by:
Sandra Kandell
4F11A61C850B4E1..

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
David C. Laredo
F06545E32B2846E. .

DAVID C. LAREDO, City Attorney

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Exhibit A

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

EXHIBIT A TO CITY COUNCIL RESOLUTION NO. 22-001
CEQA FINDINGS FOR THE AMERICAN TIN CANNERY HOTEL AND COMMERCIAL PROJECT

Findings Required Under the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) For the American Tin Cannery Hotel and Commercial Project

1. Introduction

A public agency may not approve or carry out a project for which an EIR has been certified that identifies one or more significant environmental effects, unless the public agency makes one or more written findings for each of those significant effects. Each finding much be accompanied by a brief explanation of the rationale for each finding (CEQA Guidelines Section 15091).

The City of Pacific Grove (City) prepared a Final Environmental Impact Report (EIR) for the proposed ATC Hotel and Commercial Project (Project) in December 2020.

The project, as analyzed in the EIR, would demolish and remove most of the existing structures within the existing American Tin Cannery outlet mall complex, while reusing the majority of the "factory" building and associated office structure. The project's primary uses include a 225-room hotel and approximately 16,202 square feet of commercial use. The Final EIR identified several significant or potentially significant environmental effects associated with project implementation.

The Findings and Statement of Overriding Considerations set forth below (Findings) are presented for adoption by the City Council as the City's independent findings under the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.).

The Findings provide the written explanation, evidence, reasoning and conclusions of the City regarding the project's environmental impacts, mitigation measures, alternatives, and the overriding considerations, which in the City's judgement, justify approval of ATC Hotel and Commercial Project despite residual environmental effects.

2. Record of Proceedings and Custodian of Record

For purposes of CEQA and the findings set forth herein, the record of proceedings for the City of Pacific Grove's findings and determinations consist of the following documents and testimony as compiled for the project:

- The Notice of Preparation (NOP), comments received on the NOP, comments received at the public scoping meeting, and all other public notices issued by the City.
- Draft EIR, associated appendices to the Draft EIR, and technical materials cited in the
- Draft EIR.
- Final EIR, including comment letters, responses to comments, errata and technical materials cited in the Final EIR.
- Staff reports associated with Architectural Review Board, Planning Commission, and City Council hearings on the project.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

- Those categories of materials identified in Public Resources Code Section 21167.6, which establishes the contents for the record of proceedings.

The City is the custodian of the administrative record. The documents and materials that constitute the administrative record are available for review at the City of Pacific Grove Community Development Department, 300 Forest Avenue, 2nd Floor, Pacific Grove, CA 93950.

3. Severability

If any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court to be invalid, void, or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the project, shall continue in full force and effect unless amended or modified by the City.

4. Findings for Significant Impacts that Can Be Avoided or Reduced to a Less Than Significant Level with Implementation of Mitigation Measures

Impact AES-3: The project would introduce new sources of light and glare to the project site and project area.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: Mitigation Measure (MM) AES-3.1 requires anti-reflective glass to be incorporated into the project, as well as use of directional lighting to reduce unwanted or spill of lighting. The Pacific Grove Municipal Code requires that the project's lighting plan be reviewed and approved for code consistency. The lighting plan will also be reviewed and approved by the Monterey Peninsula Airport Manager. These standard and project-specific measures reduce the impact to a less than significant level through project design changes and completion of existing review procedures and have been made conditions of project approval.

Impact AQ-2: The project could generate dust and exhaust emissions of criteria pollutants and toxic air contaminants during construction.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM AQ-2.1and AQ-2.2 require management and specific methods to control construction dust and pollutants and reduce the impact to a less than significant level by lowering dust and exhaust emissions. The measures are recognized as effective by the Air District and would be included on construction documents and enforceable as conditions of approval and through response to nuisance complaints to a designated compliance monitor.

Impact AQ-5: The project could contribute to cumulatively considerable air quality impacts.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Rationale/Evidence: MM GHG-2.1 requires a commute trip reduction/transportation demand management (TDM) plan. This plan provides specific performance standards for reducing project related vehicle trips, which in turn would reduce criteria pollutants and greenhouse gas emissions to less than significant levels. This plan requires annual monitoring for effectiveness.

Impact BIO-1: The project could have a direct or indirect adverse effect on a federally protected species (harbor seal) and species of local and regional interest (black oystercatcher).
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM BIO-1.1 creates a physical noise barrier to reduce localized noise levels; MM BIO-1.2 limits the timing of construction to avoid the most sensitive pupping and nesting seasons, and MM BIO-1.3 requires a biological monitor during construction to observe, report and (if necessary) halt construction to avoid or minimize disturbance of these species. These measures reduce the impact to a less than significant level by physically reducing noise levels and by providing a mechanism to ensure effectiveness. These measures have been made conditions of project approval and would work together to provide a rational and enforceable program of noise reduction and impact avoidance.

Impact BIO-2: The project could interfere or impede with migratory bird habitat, as well as the use of native wildlife nursery sites for harbor seal and black oystercatcher.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM BIO-2.1 limits project construction timing to avoid migratory bird nesting and harbor seal pupping seasons and requires a survey for nesting birds prior to tree removal to avoid active nesting. This measure reduces the impact to a less than significant level through impact avoidance, and has been made a condition of project approval and would work to provide a rational and enforceable program of noise reduction and impact avoidance.

Impact BIO-3: The removal of 79 trees for construction of the project could conflict with local policies and ordinances regarding tree preservation.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM BIO-3.1 requires pre-construction training for construction workers to protect nearby trees to be retained, and MM BIO-3.2 requires the direct or indirect replacement of trees at a 2:1 ratio for trees to be removed. Both of these measures are consistent with the Pacific Grove Municipal Code and are enforceable as conditions of project approval. MM BIO-3.3 provides specific requirements for replacement tree size and watering requirements. These measures are also enforceable as conditions of approval. MM BIO-3.4 and MM BIO-3.5 provide for a series of Management Practices and standards for tree protection on adjacent properties, to be included as conditions tied to project construction. These combined measures reduce the impact to a less than significant level by impact avoidance and through the replacement of more trees than those removed.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact BIO-4: The project could contribute to cumulatively considerable effects on biological resources (tree removal).
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM BIO-3.1 requires pre-construction training for construction workers to protect nearby trees to be retained, and MM BIO-3.2 requires the direct or indirect replacement of trees at a 2:1 ratio for trees to be removed. Both of these measures are consistent with the Pacific Grove Municipal Code and are enforceable as conditions of project approval. MM BIO-3.3 provides specific requirements for replacement tree size and watering requirements. These measures are also enforceable as conditions of approval. MM BIO-3.4 and MM BIO-3.5 provide for a series of Management Practices and standards for tree protection on adjacent properties, to be included as conditions tied to project construction. Implementation of the project-specific measures for tree replacement and protection of adjacent trees would also address the cumulative condition by increasing the number of trees in the City over time. These combined measures reduce the impact to a less than significant level by impact avoidance and through the replacement of more trees than those removed.

Impact CR-2: The project has the potential to cause a substantial adverse change to known and unknown archaeological and cultural resources.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM CR-2.1 through CR-2.4 provide a comprehensive program of archaeological/paleontological sensitivity training, resource identification and avoidance, construction monitoring, and specific actions in the event that resources are found during construction. The measures in this program were finalized in consultation with local Native American tribal leadership. Implementation of these measures would effectively reduce project-specific impacts to a less than significant level by training personnel directly involved in project-related ground disturbance and would necessitate that work be halted in the vicinity of any potential culture resource discoveries. These measures would be applied to construction documents and enforced as conditions of project approval in order to avoid and properly treat and handle archaeological, paleontological, and cultural resources.

Impact GEO-6: The project could directly or indirectly destroy a unique paleontological resource or site or unique geologic features during construction.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM CR-2.1 through CR-2.4 provide a comprehensive program of archaeological/paleontological sensitivity training, resource identification and avoidance, construction monitoring, and specific actions in the event that resources are found during construction. The measures in this program were finalized with local Native American tribal leadership. Implementation of these measures would effectively reduce project-specific impacts to a less than significant level by training personnel directly involved in project-related ground disturbance and would necessitate that work be halted in the vicinity of any potential culture resource discoveries. These measures would be applied to construction documents and enforced as conditions of project approval in order to avoid and properly treat and handle paleontological resources.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact GHG-2: The project could contribute to cumulatively considerable effects on long-term operations-related greenhouse gas emissions.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM GHG-2.1 requires a commute trip reduction/transportation demand management (TDM) plan. This plan provides specific performance standards for reducing project related vehicle trips, which in turn would reduce criteria pollutants and greenhouse gas emissions to less than significant levels. This plan is a condition of project approval and requires annual monitoring for effectiveness.

Impact HAZ-2: The project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM HAZ-2.1 would effectively mitigate this impact to a less than significant level by requiring construction timing for dry season excavation to reduce potential risks associated with potentially contaminated groundwater. MM HAZ-2.2 requires preparation and implementation of a soils management plan, MM HAZ-2.3 requires soil vapor and groundwater barriers, and MM HAZ-2.4 requires testing of potentially contaminated materials and disposal consistent with current regulations. These measures contain performance standards for the treatment of groundwater, if necessary, measures to address potentially contaminated sediment, and physical barriers to soil and/or groundwater contamination. These measures further ensure compliance with existing laws, regulations and standards addressing hazardous materials, and are enforceable as a conditions of project approval during construction.

Impact HAZ-3: The project could emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM HAZ-2.4 requires testing of potentially contaminated materials and disposal consistent with current regulations. This measure reduces the impact to a less than significant level by reinforcing required compliance with existing laws, regulations and standards addressing the transport of hazardous materials, and is enforceable as a conditions of project approval during construction.

Impact HAZ-5: The project is located within an airport land use plan but is located more than two miles of a public airport or public use airport. Regardless of distance, however, the project is located within the Monterey Regional Airport's Airport Influence Area Safety Zone 7.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM HAZ-2.5 reduces the impact to a less than significant level by requiring the applicant to grant an avigation and hazard easement to the airport authority. The easement will satisfy the local Airport Land Use Commission requirement and will be enforced as a permit condition.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact N-1: The project could cause a temporary or periodic increase in ambient noise levels during construction that could substantially disturb sensitive receptors.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM N-1.1 provides a series of standard measures to reduce temporary construction noise. These measures focus on compliance with the Pacific Grove Municipal Code and General Plan. Construction noise can be effectively addressed through the designation of a disturbance coordinator with the authority to act on noise complaints, as specified in the measure. MM N-1.2 provides additional noise attenuation measures specific to the conditions at the ATC project site. The specific performance requirements of the noise barriers, recommended by experts in acoustic consulting, would serve to reduce temporary construction noise at surrounding sensitive receptors. These measures reduce the impact to a less than significant level by physically reducing noise levels and by avoiding the generation of excessive noise. Both measures are enforceable as conditions of approval and included in construction documents.

Impact N-3: The project could temporarily cause excessive groundborne vibration or groundborne noise from typical construction-related activities.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM N-3.1 and MM N-3.2 require preparation and implementation of a vibration monitoring plan, and installation of vibration monitors at the nearest sensitive receptors, including residences, the Monterey Bay Aquarium and Hopkins Marine Station research facilities. The plan and monitors are designed to work together to allow construction managers and facility operators to identify vibration levels that could have an adverse effect on the operations of such off-site facilities, and if necessary, halt construction activity. These measures reduce the impact to a less than significant level through prevention and by providing a mechanism for remediation should an adverse effect occur. Measures are based on the predicted vibration levels identified in the Final EIR and are enforceable as conditions of project approval.

Impact TRA-3: The project could substantially increase hazards due to a geometric design feature or incompatible use.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM TRA-3.1 requires a series of design modifications to the roadways fronting the project site. These modifications are intended to make commercial delivery vehicle movements safer and easier while accessing the project site. A loading zone closer to the commercial uses is also required to provide more direct access of delivery vehicles to that specific use. MM TRA-3.2 requires an additional crosswalk across Ocean View Boulevard from the project site to enhance safety and pedestrian movements. These two measures reduce the impact to a less than significant level by removing potential hazards, improving circulation, and promoting pedestrian safety. The measures are required as part of the final improvement plans and are enforceable as conditions of project approval.

Impact TCR-1: The project has the potential to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM TCR-1.1 and MM TCR-1.2 require Native American consultation and participation in the development (construction) process, as well as reporting and documentation of the monitoring results. These measures were developed in consultation with Native American (OCEN) tribal leadership and are part of the larger cultural resource monitoring and management program identified under Impact CR-2. However, due to CEQA requirements and the individual treatment of tribal cultural resources (as distinguished from other archaeological or historic resources), these measures focus specifically on tribal leadership involvement. These measures effectively address the impact of potential disturbance and discovery of tribal cultural resources by involving tribal representatives in the monitoring process and through the sensitive treatment of any discovered resources. These measures are enforceable as conditions of project approval.

Impact UTIL-1: The project will require construction to relocate, extend or connect to service systems to service the project.
Finding: Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR.
Rationale/Evidence: MM AES-2.1, MM AQ-2.1, MM AQ-2.2, MM GHG-2.1, MM HAZ-2.1, MM HAZ-2.2, MM HAZ-2.4, MM N-1.1, MM N-1.2, MM N-3.1, MM N-3.2 are the mitigation measures of the Final EIR that directly address construction-related impacts. As the construction of project utility and service systems are directly related to and incorporated into the overall development and construction program for the project, these measures would effectively reduce or eliminate construction-related effects for the same reasons explained elsewhere in these Findings.

5. Findings for Significant Impacts that Cannot Be Avoided or Reduced to a Less Than Significant Level (Significant and Unavoidable Effects)

Impact AES-2: The project could substantially degrade the existing visual character or quality of the site and its surroundings.
Finding: Specific economic, legal, social, technological or other considerations make additional mitigation measures or alternatives infeasible.
Rationale/Evidence: The Final EIR evaluates the project as it was proposed, and concluded that the potential changes to visual character from several viewpoints around the project, the visual change associated with placement of new hotel-related buildings throughout the site and the removal of existing stands of Monterey cypress trees would be considered a significant and unavoidable visual impact on the site and/or its surroundings. The Final EIR recognizes that a hotel project at this location would permanently change the appearance and character of the site. From the perspective of visual resources, these changes would be expected to be adverse to some in the community, yet beneficial to others. A range of community opinions regarding project design and character would be expected regardless of the design proposal

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

on this site. For this reason, the Final EIR conservatively concludes that such changes, in the context of Pacific Grove, would be significant and also unavoidable, and thus measures to alter the design for aesthetic and social reasons would not be feasible. An alternative to address the overall size of the proposal (as well as reduce the amount of required excavation) was provided in the Final EIR (Alternative B: Lower Profile Alternative). However, the Final EIR concluded that even such concessions would not reduce the primary impact of visual change to a less than significant level. Please see Statement of Overriding Considerations in Exhibit B.

Impact CR-1: The project would result in a substantial adverse change in the significance of a historical resource as defined by the significance criteria established by CEQA.
Finding: Specific economic, legal, social, technological or other considerations make additional mitigation measures or alternatives infeasible.
Rationale/Evidence: The Final EIR concluded that the project as proposed would remove and alter buildings determined to be eligible for inclusion in the California Register of Historic Resources, and that the resulting impact would be significant and unavoidable. Despite a series of detailed mitigation measures including MM CR-1.1 (HABS Documentation), MM CR-1.2 (Public Interpretive Display), MM CR-1.3 (Protection of Historical Resources from Construction Activities) and MM CR-1.4 (Historic Materials and Features Rehabilitation), the removal of Building 2 (Warehouse) significant modification to Building 1 (Factory) could affect eligibility status. To address this impact, the Final EIR concluded that the only method available to avoid this impact would be a design that does not impact the exterior integrity of Building 1. For this reason, the Final EIR included Alternative A: Limited Alteration of ATC Factory Building. This alternative would eliminate or relocate the courtyard feature proposed for this building, essentially preserving more of the front façade along Ocean View Boulevard. The City's rejection of this alternative is based on design considerations and the benefits of providing a more open and accessible commercial reuse of Building 1. The historic preservation benefits from closing in the building, while addressing the identified impact, would preclude the benefits of creating a space within a repurposed historic building that is more consistent with the overall project design. Additional alternatives - such as one that focuses on historic preservation, for example – would not meet the project's economic or design objectives, as the project was not proposed as a historic preservation effort. Please see Statement of Overriding Considerations in Exhibit B.

6. Findings for Significant Cumulative Effects

The Final EIR discusses the project's potential cumulative effects consistent with CEQA Guidelines Section 15130. This discussion considers the project's incremental contribution to potentially significant impacts when combined with other past, present and/or probably future projects within relevant geographic limits. The Final EIR concluded that the following effects are cumulatively considerable:

- Impact BIO-4 (Cumulative Tree Removal)
- Impact GHG-2 (Cumulative Greenhouse Gas Emissions)

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

The City of Pacific Grove finds that mitigation measures of the Final EIR would reduce these effects to a less than significant level as described in Section 4 of these Findings. All other cumulative contributions/cumulative effects of the project were found to be less than significant based on the rationale and analysis contained within the Final EIR.

7. Findings Regarding Significant Irreversible Environmental Changes Which Would be Caused by the Project Should it be Implemented

Section 15126.2(d) of the State CEQA Guidelines requires an EIR for certain projects to discuss the significant irreversible environmental changes that would result from implementation of a proposed Project. This discussion focuses on the commitment or use of nonrenewable resources during project construction and operation.

Construction of the proposed project would require the commitment of a variety of non-renewable or slowly renewable natural resources such as lumber and other forest products, sand and gravel, asphalt, petrochemicals, and metals. The City of Pacific Grove finds such commitments less than significant for the following reasons:

1. The project is located in a developed urban area and will not convert prime agricultural land, preclude access to mineral resources, or otherwise commit ongoing or large quantities of nonrenewable resources (through removal or nonuse).

2. None of the resources required for construction are unique, rare or in danger of being depleted by the project.

3. Use of defined water resources are already committed to the project site through existing regulations.

4. The project does not include components (such as a highway or roadway that provides access to a previously inaccessible area) that would lead to associated secondary impacts or commit future generations to such irreversible changes.

5. The project would not lead to irreversible damage from environmental accidents because the proposed hotel and commercial uses do not present such risks.

8. Findings Regarding Potential Growth Inducing Effects

CEQA defines a project as growth inducing if it "could foster economic or population growth, or the construction of additional housing either directly or indirectly, in the surrounding environment." The City of Pacific Grove finds that the project's potential growth inducing effects are less than significant for the following reasons:

1. The project is a commercial/hotel use on property zoned for such uses that will not generate a new permanent residential population or stimulate significant population growth.

2. The project is replacing an existing commercial use and employment center with a new employment center and therefore will not result in the construction of new housing.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

3. Modest employment growth created by the project would not cause secondary environmental impacts. New employees are assumed to originate from the existing regional labor pool serving the local hospitality industry, and the creation of the estimated 161 new jobs would replace existing jobs within the ATC Outlets. Temporary and permanent employees could be accommodated by existing and planned housing in the region.

4. The project will be served by existing public services and utilities and will not remove an obstacle or constraint to additional growth. For example, the project will not create additional water supply or sewer capacity that could in turn foster further growth.

9. Findings Regarding Project Alternatives

Consistent with CEQA Guidelines Section 15091 (c), the City of Pacific Grove makes the following findings regarding the alternatives considered in the Final EIR:

1. No Project Alternative. The No Project alternative would be environmentally superior but meets none of the stated project objectives and would fail to provide enhanced visitor serving uses envisioned by the certified LCP. For this reason, the alternative has been rejected.

2. Alternative A, Limited Alteration of ATC Factory Building. This alternative has been considered to reduce or eliminate an identified significant impact of the project on a historic resource. The City finds that the project design as proposed, incorporating an open courtyard, results in a superior project and usable open area, despite the impact. The design as proposed provides visual articulation of the building façade along Ocean View Boulevard and improved public access within the Coastal Zone. The primary and defining characteristics of the ATC factory building would remain largely intact, even though the extent of the modifications would affect the building's historic integrity to the point where it would no longer be eligible for listing in the California Register of Historic Resources or the Pacific Grove Historic Resources Inventory. The City of Pacific Grove therefore finds that the project as proposed is superior to the alternative. (See Statement of Overriding Considerations in Exhibit B).

3. Alternative B: Lower Profile Alternative. The City of Pacific Grove finds that while Alternative B would lessen the degree of aesthetic impacts, this design concept would not fully mitigate or eliminate a significant impact of the project. While this alternative would meet most of the basic objectives of the project, the alternative is rejected because it would provide fewer economic benefits to the City and may jeopardize the project's financial feasibility.

4. Alternative C: Revised Parking Concept. The City of Pacific Grove find that while Alternative C would lessen the degree of certain environmental impacts by eliminating hard rock excavation in Level B1, this alternative would not fully mitigate a significant impact and could create additional impacts along Central Avenue with the introduction of a parking structure. For these reasons, the alternative has limited environmental benefits and is therefore rejected.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Exhibit B

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

EXHIBIT B TO CITY COUNCIL RESOLUTION NO. 22-001
STATEMENT OF OVERRIDING CONSIDERATIONS
FOR THE AMERICAN TIN CANNERY HOTEL AND COMMERCIAL PROJECT

Statement of Overriding Considerations

CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."
When the lead agency approves a project which will result in the occurrence of significant effects which are identified in the Final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the Final EIR and/or other information in the record. The statement of overriding considerations shall be supported by substantial evidence in the record (CEQA Guidelines Section 15093).

The City of Pacific Grove concludes that the project's relative benefits outweigh its residual environmental effects for the following reasons:

1. LCP Consistency and Provision of Coastal Serving Uses. The project as proposed and analyzed in the Final EIR is consistent with the land uses in the City's certified Local Coastal Program (LCP) Land Use Plan and Implementation Plan. LCP Figure 6 identifies the entire site as "Visitor-Serving Commercial" (V-C). This land use designation allows for overnight lodging facilities, eating and drinking establishments, visitor serving and service retail, event venues, institutional uses oriented to tourism public and private parking facilities, and uses accessory to the above uses.

   The project proposal responds directly to the uses allowed and envisioned in the certified LCP and has been designed consistent with the development and design standards identified in the LCP Implementation Plan for Visitor Serving development and standards specific to the American Tin Cannery site.

   Given this consistency with City coastal land uses, standards and regulations, the project would provide certain social and economic benefits by redeveloping an underutilized site and struggling commercial center into a more vibrant facility with public gathering spaces, coastal-serving uses and coastal accommodations. The range of uses and public benefits in the coastal zone would outweigh the residual environmental effects related to unavoidable visual character changes and modifications to a structure eligible for listing on the California Register of Historic Resources.

2. Economic Benefits to the City of Pacific Grove. The hotel and commercial uses as would generate significant annual transient occupancy taxes, based on information included in the Lower Cost Overnight Accommodations Feasibility Study, as well as additional sales taxes and

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

increased property tax revenues for the site. These direct economic benefit to the City's annual budget would provide greater opportunity for enhanced City services, programs, and capital improvements. The project would also generate approximately 161 additional jobs at a range of income levels, providing region-wide employment opportunities. The scale of these economic benefits would outweigh the residual environmental effects related to unavoidable visual character changes and modifications to a structure eligible for listing on the California Register of Historic Resources.

3. Reuse of the ATC Factory Building. The project as proposed would modify, but retain, the ATC factory building (with the distinctive sawtooth roof) and attached office structure (currently Archie's restaurant). These structures, identified as "Building 0" and "Building 1" in the Historic Resources Technical Report (HRTR) in the Final EIR, were found to be the primary contributors to the historic significance of the ATC Complex. The warehouse structure ("Building 2") was also identified as a contributor to the site's historic significance, but to a lesser degree. As identified in the Final EIR, the demolition of Building 2 and partial demolition/modification of Building 1 (to create a courtyard) would result in a significant impact to resources identified as eligible for listing on the California Register of Historic Resources based their connection to events that have made a significant contribution to the broad pattern of local history (the local canning and fishing industry).

   The retention and reuse of Building 0 and Building 1, despite the alteration of Building 1 to create a courtyard, is considered a significant social and technological benefit of the project as it would retain many identifiable characteristics of the factory. These characteristics and context would remain a prominent component of the project, even though the extent of the modifications would affect the building's historic integrity to the point where it would no longer be eligible for listing in the California Register of Historic Resources or the Pacific Grove Historic Resources Inventory. The social, technological, and tangible economic benefits of the project as proposed would outweigh the residual (unavoidable) environmental effect caused by the alteration of Building 1 as currently designed.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Exhibit C

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

EXHIBIT C TO CITY COUNCIL RESOLUTION NO. 22-001
MITIGATION MONITORING AND REPORTING PROGRAM
FOR THE AMERICAN TIN CANNERY HOTEL AND COMMERCIAL PROJECT

1 Mitigation Monitoring and Reporting Program

1.1 Public Resources Code

When approving projects with Environmental Impact Reports (EIRs) that identify significant impacts, the California Environmental Quality Act (CEQA) requires public agencies to adopt monitoring and reporting programs or conditions of project approval to mitigate or avoid the identified significant effects (Public Resources Code Section 21081.6(a)(1)). A public agency adopting measures to mitigate or avoid the significant impacts of a proposed project is required to ensure that the measures are fully enforceable, through permit conditions, agreements, or other means (Public Resources Code Section 21081.6(b)). The program must be designed to ensure project compliance with mitigation measures during project implementation.

The MMRP is organized in a table format (see Table 4-1: Mitigation Monitoring and Reporting Program for the American Tin Cannery Hotel and Commercial Project, keyed to each significant impact and each EIR mitigation measure. Only mitigation measures adopted to address significant impacts are included in this program, based upon whether the measure applies to the hotel and commercial development. Each mitigation measure is set out in full, followed by a tabular summary of monitoring requirements. The column headings in the tables are defined as follows:

- Mitigation Measures: This column presents the mitigation measure identified in the EIR.
- Monitoring/Reporting Responsibility: This column contains an assignment of responsibility for the monitoring and reporting tasks.
- Implementation: This column refers the outcome from implementing the mitigation measure.
- City Staff/Notes: This column will be used by the lead agency to document the person who verified the implementation of the mitigation measure and the date on which this verification occurred.

1.2 Enforcement

If the project is approved, the MMRP for the development would be incorporated as a condition of such approval. Therefore, all mitigation measures for significant impacts must be carried out to fulfill the requirements of approval. A number of the mitigation measures would be implemented during the course of the development review process. These measures would be checked on plans, in reports, and in the field prior to construction. Most of the remaining mitigation measures would be implemented during the construction, or project implementation phase.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Table 4-1: Mitigation Monitoring and Reporting Program for the American Tin Cannery Hotel and Commercial Project

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
Aesthetics				
AES-2	**MM AES-2.1 Construction Screening** To minimize and soften the visual effect as seen from visitors and nearby residents, the project applicant shall incorporate construction fencing or screening around the perimeter of the site. The screening material shall be of sufficient height to mask activities within and be designed with graphics, murals, historic references or other design features to blend as much as possible with the neighborhood surroundings while communicating the future uses at the site. Screening shall remain in place during demolition of existing structures, site preparation and new building construction. Applicant shall be responsible for continued maintained and condition of the screening throughout the construction period. Screening shall not be necessary during the final stages of construction when architectural coatings, detailing and landscaping are applied. The screening concept and design shall be submitted for approval to the City of Pacific Grove prior to groundbreaking.	City-Designated Compliance Monitor and/or Community Development Department (CDD)	Submittal of screening concept and design plans prior to the start of construction Applicant to maintain screening around the perimeter of the site throughout construction period (e.g. Demolition, site preparation, and new building construction)	
AES-3	**MM AES-3.1 Glare Reduction**	City-Designated Compliance Monitor and/or CDD, and	Submittal and approval of Exterior Lighting Plan	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	Prior to issuance of building permits, the project shall incorporate anti-reflective (AR) glass products and surfaces selected specifically to minimize reflective glare along the project's eastern/northeastern elevations. In addition, throughout project construction and operation, the project shall use directional lighting, shielding and (if necessary) window tinting or similar treatment to ensure that increased light from the project site does not unnecessarily spill over on adjacent properties and associated beaches at night. The project's Exterior Lighting Plan shall also be submitted to the Monterey Peninsula Airport Manager for review and approval consistent with ALUC standard conditions. "Bird friendly" window material should be used within the project design.	Monterey Peninsula Airport Manager	prior to the start of construction Prior to issuance of building permits. Materials to be shown construction documents	
AQ-2	**MM AQ-2.1 Reduce Fugitive Dust** The project applicant shall implement the following measures to minimize nuisance impacts and to significantly reduce fugitive dust emissions, and the project applicant shall require all of the following measures to be shown on grading and building plans:	City-Designated Compliance Monitor	Measures to be shown on construction documents. Measures to be implemented and enforced during construction	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	▪ Limit grading to 8.1 acres per day, and grading, demolition and excavation to 2.2 acres per day. ▪ Water graded/excavated areas and active unpaved roadways, unpaved staging areas, and unpaved parking areas at least twice daily or apply non-toxic chemical soil stabilization materials per manufacturer's recommendations. Frequency should be based on the type of operations, soil and wind exposure. ▪ Prohibit all grading activities during periods of high wind (more than 15 mph). ▪ Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days). ▪ Stabilize all disturbed soil areas not subject to using approved chemical soil binders, jute netting, or gravel for temporary roads and any other methods approved in advance by the APCD. ▪ Sow exposed ground areas that are planned to be reworked at dates greater than one month after initial grading with a fast			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	germinating, non-invasive grass seed, and water until vegetation is established. ▪ Plant vegetative ground cover in disturbed areas as soon as possible. ▪ Use street sweepers, water trucks, or sprinkler systems in sufficient quantities to prevent airborne dust from leaving the site. Reclaimed (non-potable) water should be used whenever possible. ▪ Spray dirt stock pile areas daily as needed (without causing off-site runoff). ▪ Place gravel on all roadways and driveways as soon as possible after grading. In addition, construct building pads as soon as possible after grading unless seeding, soil binders, or frequent water application are used. ▪ Not exceed a 15-mph vehicle speed for all construction vehicles on any unpaved surface at the construction site. ▪ Cover or maintain at least 2 feet of freeboard (minimum vertical distance between top of load and top of trailer) on all trucks hauling dirt, rock, sand, soil, or other loose materials			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	in accordance with California Vehicle Code Section 23114. ▪ Limit unpaved road travel to the extent possible, for example, by limiting the travel to and from unpaved areas, by coordinating movement between work areas rather than to central staging areas, and by busing workers where feasible. ▪ Install wheel washers where vehicles enter and exit unpaved roads onto streets, or wash off trucks and equipment leaving the site, and inspect vehicle tires to ensure free of soil prior to carry-out to paved roadways. ▪ Sweep streets at the end of each day, or as needed, if visible soil material is carried onto adjacent paved roads. Water sweepers with reclaimed water shall be used where feasible.			
AQ-2	**MM AQ-2.2 Designate a Dust Compliance Monitor** The project applicant shall require the contractor(s) or builder(s) to designate a person or persons to monitor the fugitive dust emissions and enhance the implementation of the measures as necessary to minimize dust complaints, reduce visible emissions below 20	City-Designated Compliance Monitor, Project Contractor/Builder, and MBARD Compliance Division City-Designated Compliance Monitor, Project	Submittal of monitor's contact information to the MBARB Compliance Division prior to start of any grading, earthwork, or demolition	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	percent opacity, and to prevent transport of dust off-site. Their duties shall include monitoring during holidays and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the MBARD Compliance Division prior to the start of any grading, earthwork, or demolition. The project applicant shall provide and post a publicly visible sign that specifies the telephone number and name to contact regarding dust complaints. This person shall respond to complaints and take corrective action within 48 hours. The phone number of the MBARD shall also be visible to ensure compliance with Rule 402 (Nuisance).	Contractor/Builder, and MBARD Compliance Division	To be enforced during all construction activities that generate dust	
Biological Resources				
BIO-1	**MM BIO-1.1 Noise Attenuation of Minimize Effects on Shoreline Species During Project Construction** Prior to the start of demolition work, the project sponsor shall install construction perimeter fencing or similar barriers that incorporate noise attenuating materials (such as noise absorbing fiberglass blankets, tarps, tubular framing, sheathing etc.) along the Dewey Avenue and Ocean View Boulevard perimeters nearest the shoreline, including the entirety of the project boundary that faces Hopkins Marine Station and	City-Designated Compliance Monitor and Project Contractor/Builder	Submittal of barrier/screening concept and design plans prior to the start of construction Applicant to maintain barrier around the perimeter of the site	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	associated beaches. Barriers shall interrupt the "line of sight" between the noise source and the protected species. The barriers shall remain in place as long as noise-generating excavation and construction activities continue. This measure should be combined with MM AES-1.1 (construction screening) and MM N-1.2 (noise construction barriers) to provide a single barrier system that addresses both noise and aesthetic issues.		throughout construction that is noise-generating	
BIO-1	**MM BIO-1.2 Timing of Demolition and Excavation** Demolition, grading and excavation of the site for sub grade construction shall take place only between July 1 and February 1 (outside the harbor seal pupping and weaning season of February through May) to avoid potential disturbance of the local harbor seal population that may be using the beach areas to east and west of Hopkins Marine Station. A qualified biologist retained by the City shall monitor the rookery prior to the start of construction to identify any late season pupping/weaning activity. Construction may be temporarily delayed until the biologist confirms that active pupping is complete.	City-Designated Compliance Monitor and Qualified Biological Monitor	During July 1 and February 1 (outside the harbor seal pupping and weaning season of February through May)	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
BIO-1	**MM BIO-1.3 Biological Monitor** During the phases of construction that generate higher noise and vibration levels, the project sponsor shall fund the engagement of a qualified biological monitor(s) approved by and under contract to the City to observe and document behavior of both harbor seal and black oystercatcher populations. Monitoring shall occur daily during the initial demolition and excavation phase, and twice monthly during the remainder of the construction program. Activity or behavior identified by the monitor(s) indicative of unusual stress or threatening relocation shall cause immediate work stoppage and notification of the City and project sponsor. Work shall resume only after noise levels are reduced and additional noise/disturbance protection measures are employed and tested in the field for effectiveness.	City-Designated Compliance Monitor and Qualified Biological Monitor(s)	Daily monitoring during demolition and excavation Twice monthly monitoring during remainder of construction	
BIO-2	**MM BIO-2.1 Preconstruction Bird Surveys** The applicant shall schedule all on-site tree removal to occur between August 31st and February 1 of any given year to avoid the Central Coast bird nesting season and harbor seal pupping and weaning season. If this schedule is not practical, the project sponsor shall fund the engagement of a qualified biologist to conduct	City-Designated Compliance Monitor and Qualified Biologist	Scheduled between August 31st and February 1 (outside of nesting bird, and harbor seal pupping and weaning season [February to May])	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	preconstruction nesting bird surveys no more than two weeks prior to removal of trees and grading. If no active bird nests are observed, no additional measures are required. If nesting birds are observed, the biologist will establish a buffer zone where no tree removal will occur until the biologist confirms that all chicks have fledged. Regardless of season, tree removal seaward of Sloat Avenue shall not occur during the harbor seal pupping and weaning season (February to May).			
BIO-3	**MM BIO-3.1 Pre-Construction Meeting and Training** Prior to site disturbance the project sponsor shall retain a City-approved or -qualified project arborist/forester to conduct a meeting and training session to communicate and instruct personnel about tree removal, retention of trees on adjacent properties, and their protection. The pre-construction meeting shall include instruction on required tree protection and exclusionary fencing to be installed prior to grading, excavation and construction procedures. Meeting attendees shall include all involved parties such as site clearance personnel, construction managers, heavy equipment operators, and tree service operators. A list of pre-construction	City-Designated Compliance Monitor and Qualified Arborist/Forester	Prior to any site disturbance	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	attendees and the materials discussed shall be maintained and be provided to the City for review. Meeting attendees must agree to abide to tree protection and instructions as indicated during the meeting and agree to ensure any tree protection implemented will remain in place during entire construction period.			
BIO-3	**MM BIO-3.2 Off Site Mitigation and/or Payment of In-Lieu Fees** For all trees that ultimately require removal and cannot be incorporated into the site plan, the project sponsor shall either replace/replant new trees on a 2:1 ratio on site; replace/replant at another location(s) identified in consultation with the City of Pacific Grove if 2:1 on-site replanting is not feasible; pay an in-lieu tree impact fee ("tree fund") as acceptable mitigation pursuant to Chapter 12 of the Municipal Code; or, a combination thereof to fully mitigate for tree loss. Mitigation shall be implemented prior to occupancy. Should in-lieu mitigation fees be proposed, these fees shall be collected prior to issuance of grading permits and prior to any tree removal activities.	Community Development Department	Prior to issuance of grading permits and prior to any tree removal	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
BIO-3	**MM BIO-3.3 Tree Planting/Replanting** Replacement trees (on- or off-site) shall be fifteen-gallon stock or larger. Spacing between trees should be at least 8 feet apart where available space is indicated. Occasional deep watering (more than two weeks apart) during the late spring, summer, and fall is recommended during the first two years after establishment.	City-Designated Compliance Monitor and Qualified Arborist/Forester	During planting of replacement trees Applicant/operator to provide deep watering schedule to City upon request	
BIO-3	**MM BIO-3.4 Best Management Practices** During construction, the project sponsor shall ensure compliance with the following best practices for potentially affected trees on adjacent properties: ▪ Do not deposit any fill around trees that may compact soils and alter water and air relationships. Avoid depositing fill, parking equipment, or staging construction materials near existing trees. Covering and compacting soil around trees can alter water and air relationships with the roots. Fill placed within the dripline may encourage the development of oak root fungus (Armillaria mellea). As necessary, trees shall be protected by boards, fencing or other materials to delineate protection zones.	City-Designated Compliance Monitor, Qualified Arborist/Forester	During construction	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	▪ Pruning, when necessary, shall be conducted to avoid injury to any tree. General principals of pruning include placing cuts immediately beyond the branch collar, making clean cuts by scoring the underside of the branch first, and for live oak, avoiding the period from February through May. ▪ Native trees are not adapted to summer watering and may develop crown or root rot as a result. Do not regularly irrigate within the drip line of native trees. ▪ Root cutting should occur outside of the springtime. Late June for such root cutting is optimal. Pruning of the live crown should not occur February through May. ▪ A mulch layer up to approximately 4 inches deep shall be applied to the ground under selected trees in disturbed areas following construction. Only 1 to 2 inches of mulch should be applied within 1 to 2 feet of the trunk, and under no circumstances should any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on site.			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	▪ If trees along near the development site are visibly declining in vigor, a Professional Forester or Certified Arborist shall be contacted to inspect the site, contact the owner, and to recommend a course of action.			
BIO-3	**MM BIO-3.5 Additional Tree Protection and Pruning Standards** If for any reason on site trees are not removed and preserved within the site plan, the project sponsor shall implement all tree protection standards as identified in the ATC Hotel and Commercial Project Tree Resource Assessment prepared for the project. Such measures may include reasonable disturbance setbacks, protective netting, protection of trunks with lumber, and limiting work within the dripline.	City-Designated Compliance Monitor, Qualified Arborist/Forester	During construction for any trees that are not removed and preserved within the site plan	
Cultural Resources				
CR-1	**MM CR-1.1 HABS Documentation** Prior to the start of demolition, the project sponsor shall retain a qualified professional acceptable to the City to prepare written and photographic documentation the ATC complex. The documentation for each property shall be prepared based on the National Park Service's	City-Designated Compliance Monitor and CDD	Prior to the start of demolition	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	Historic American Building Survey (HABS) Historical Report Guidelines. This type of documentation is based on a combination of the HABS standards and the National Park Service's new policy for National Register of Historic Places (NRHP)/National Historic Landmark photographic documentation as outlined in the NRHP and the National Park Service's 2013 National Historic Landmarks Survey Photo Policy Expansion. The documentation will include the following: 1. **Sketch Plan Drawings**: Efforts should be made to locate original construction drawings or plans of the property during the period of significance. If located, these drawings should be photographed or scanned at high resolution, reproduced, and included in the dataset. If construction drawings or plans cannot be located, sketch plans in accordance with HABS Documentation Level III shall be prepared. HABS guidance for sketch plans notes that these should be floor plans "generally not to exact scale although often drawn from measurements, where the features are shown in proper relation and proportion to one another." A sketch site plan should also be produced that includes buildings			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	and landscape features. Sketch plans shall be prepared by an architect who meets or exceeds the Secretary of the Interior's Professional Qualification Standards for Historic Architecture or Architecture, and be reviewed by the qualified consultant preparing the HABS report.[1] 2. **Photographs**: Standard large-format or digital photography shall be used. If digital photography is used, the ink and paper combinations for printing photographs must comply with the NRHP/National Historic Landmark photo expansion policy and have a permanency rating of approximately 115 years. Digital photographs shall be taken in uncompressed .TIF file format. The size of each image shall be 1600x1200 pixels at 300 pixels per inch or larger, color format, and printed in black and white. The file name for each electronic image shall correspond with the index of photographs and photograph labels. Photographs should include general overviews that illustrate the setting and			

[1] The Secretary of the Interior's Professional Qualification Standards for Architecture are a professional degree in architecture plus at least two years of full-time experience in architecture, or a State license to practice architecture.

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	include Building 3; all exterior façades of Buildings 0, 1, and 2; typical original windows and doors; and exterior details indicative of era of construction or of historic or architectural interest from the period of significance (1927-1954), including but not limited to the sawtooth roof and chevron capped pilasters of Building 1, the metal smokestacks of Building 2, and the concrete smokestack remnant south of Building 1. All views shall be referenced on a photographic key. This photograph key shall be on a map of the property and shall show the photograph number with an arrow indicating the direction of the view. Historical photographs shall also be collected, reproduced, and included in the dataset. 3. **Written data**: A historical report shall be prepared, summarizing the history of the buildings, property description, and historical significance. Documentation shall adhere to National Park Service standards for "short form" HABS documentation. 4. **Drone photography**: Drone photography of the historic resource and site is			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	recommended as additional documentation. Execution of drone photography is understood to be conditional upon ability to fly a drone over the site within relevant local and FAA regulations and approvals. Drone photography should capture the full extent of the site, all buildings and their special relationships on the site and immediate surroundings, as well as the character of the Building 1 sawtooth roof and representative portions of facades of Buildings 0, 1, and 2. If conducted, drone photography should be submitted in digital format along with HABS documentation to the City of Pacific Grove Community Development Department and publicly accessible repositories such as the Pacific Grove Heritage Society, Pacific Grove Public Library, and the Monterey County Public Library California History Room. If desired, the drone photography could also be used in the public interpretive displays on site. Copies of the HABS documentation shall be provided to the City of Pacific Grove Community Development Department and publicly accessible			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	repositories such as the Pacific Grove Heritage Society, Pacific Grove Public Library, and the Monterey County Public Library California History Room. This measure would create a collection of reference materials that would be available to the public and inform future research.			
CR-1	**MM CR-1.2 Public Interpretive Display** As a component of the finished project, the project sponsor shall prepare a plan for permanent exhibit/display in consultation with the City of Pacific Grove Community Development Department staff that would commemorate the industrial fish canning history of the American Can Company. The exhibit/display may consist of static, video and/or interactive displays, as deemed appropriate, but should include relevant historical information, interpretive text, historical photographs, and/or drawings that may be based on this Historic Resource Technical Report and/or the HABS documentation. The exhibit/display shall be installed at a publicly accessible location on the project site, near the remaining historic portions of the complex.	City-Designated Compliance Monitor and CDD	Installation of a public interpretive prior to occupancy	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
CR-1	**MM CR-1.3 Protection of Historical Resources from Construction Activities** The project sponsor shall undertake a construction monitoring program to minimize damage to remaining portions of Building 0 and Building 1. Prior to the start of any ground-disturbing activity, the project sponsor shall engage a historic architect or qualified historic preservation professional to undertake a preconstruction survey of Building 0 and Building 1 and photograph the buildings' existing conditions. This survey may be completed in conjunction with MM CR-1.1. The construction monitoring plan may include staging of equipment and materials as far as feasible from historic buildings to avoid direct damage; using techniques in demolition, excavation, shoring, and construction to minimize vibration (such as using concrete saws instead of jackhammers or hoe-rams to open excavation trenches, the use of non-vibratory rollers, and similar measures); maintaining a buffer zone when possible between heavy equipment and historic resource(s); and/or enclosing construction scaffolding to avoid damage from falling objects or debris. The consultant shall conduct a final post-construction survey to document the condition of the contributing historic buildings to the ATC at	City-Designated Compliance Monitor and Historic Architect/Qualified Historic Preservation Professional	Prior to construction (survey and monitoring program) Conduct a final post-construction survey following completion of the project.	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	that time and produce a report on the condition of the historic structures. The final post-construction report shall be submitted to the City Community Development Department for review and approval.			
CR-1	**MM CR-1.4 Historic Materials and Features Rehabilitation** The project applicant shall ensure that the project complies with National Park Service treatment recommendations for the cleaning, repair, and rehabilitation of all remaining historic materials and features to be incorporated into the project. Features such as exterior stucco cladding, original doors, and original wood and steel sash windows at Building 0 and Building 1 that are retained should be repaired and rehabilitated in accordance with the following guidance documents: • John H. Myers, *Preservation Brief No. 9: The Repair of Historic Wooden Windows* (U.S. Department of the Interior, National Park Service, 1981), available online at https://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm • Robert M. Powers, *Preservation Tech Notes, Windows Number 17, Repair and Retrofitting*	City-Designated Compliance Monitor, Historic Architect/Qualified Historic Preservation Professional	During construction	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	Industrial Steel Windows (U.S. Department of the Interior, National Park Service, August 1989), available online at https://www.nps.gov/tps/how-to-preserve/tech-notes/Tech-Notes-Windows17.pdf • Sharon C. Park, *Preservation Brief No. 13: The Repair and Thermal Upgrading of Historic Steel Windows* (U.S. Department of the Interior, National Park Service, 1981), available online at https://www.nps.gov/tps/how-to-preserve/briefs/13-steel-windows.htm • Anne E. Grimmer, *Preservation Brief No. 22: The Preservation and Repair of Historic Stucco* (U.S. Department of the Interior, National Park Service, October 1990), available online at https://www.nps.gov/tps/how-to-preserve/briefs/22-stucco.htm Abrasive chemical or physical treatments or cleaning methods must not be used. For additional information, see: Anne E. Grimmer, *Preservation Brief No. 6: Dangers of Abrasive Cleaning to Historic Buildings* (U.S. Department of the Interior, National Park Service, June 1979), available online at			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	https://www.nps.gov/tps/how-to-preserve/briefs/6-dangers-abrasive-cleaning.htm.			
CR-2	**MM CR-2.1 Preconstruction Archaeological and Paleontological Sensitivity Training** Prior to construction, all personnel directly involved in project related ground disturbance shall be provided archaeological and paleontological sensitivity training. The training will be conducted by a qualified Archaeologist who meets the Secretary of the Interior's standards for archaeology, and a qualified professional paleontologist, as defined by the Society of Vertebrate Paleontology, who is experienced in teaching non-specialists. A Native American representative from the Ohlone/Costanoan-Esselen Nation (OCEN) will also be invited to be present and participate in the training from a tribal perspective. The training will take place at a day and time to be determined in conjunction with the project construction foreman, and prior to any scheduled ground disturbance. The training will include: a discussion of applicable laws and penalties; samples or visual aids of artifacts and paleontological resources that could be encountered in the project vicinity, including what those artifacts and resources may look like	City-Designated Compliance Monitor, Project Archaeologist/Paleontologist and Tribal Representative	Prior to the start of construction	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	partially buried, or wholly buried and freshly exposed; and instructions to halt work in the vicinity of any potential cultural resources discovery, and the need to notify the archaeological monitor as necessary.			
CR-2	**MM CR-2.2 Preconstruction Identification and Avoidance of Recorded Archaeological Resources** Prior to construction, the Project Archaeologist and OCEN's tribal leadership shall be provided with the following: (1) plans, blueprints, conceptual drawings, etc., detailing sub-surface impacts to the project area (grading or excavation prints will normally be sufficient); and (2) the proposed construction schedule or activity to be monitored, with types of excavation and/or earthmoving identified. Final grading plans will be reviewed by the Archaeologist to ensure all recorded archaeological resources adjacent to the project site will remain unaffected by project related ground disturbance. Any changes in project construction (or related off-site facilities) that could potentially impact known archaeological resources will require review by the Project Archaeologist who will then make a determination regarding the need and scope of any further work or mitigation required.	City-Designated Compliance Monitor, Tribal Representative from OCEN tribal leadership	Applicant to provide construction documents prior to the start of construction	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
CR-2	**MM CR-2.3 Construction Monitoring for Archaeological and Paleontological Resources** Due to the hardscaped and highly developed nature of the site, archaeological testing is impractical and unlikely to reveal scientifically significant results. All project related ground disturbance shall therefore be monitored by an Archaeologist who meets the Secretary of Interior's qualification standards for archaeology, as well as the assigned Native American representative(s) from OCEN tribal leadership. Due to the paleontological sensitivity of the site, a Paleontological Resources Monitor shall also be present during all project excavations. A qualified cross-trained Monitor in archaeology and paleontology may serve in both capacities on-site. Archaeological and paleontological monitoring will involve the close inspection of excavations and other ground disturbing activities within the project area. The Site Supervisor, Foreman, or similar on-site authority must be informed of the Monitors' presence and authority to halt and/or relocate construction work. The Supervisor shall inform all construction personnel of the Monitors' role. The Monitors will follow excavations and construction as closely as conditions require, making all reasonable efforts for safety and noninterference with construction.	City-Designated Compliance Monitor, project Archaeologist and/or Paleontologist, monitoring tribal representative	During construction Submittal of final report following completion of the ground-disturbing activities	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	The number and placement of Monitors will be determined by the Project Archaeologist after consultation with the Client or their designated representative(s). Activities that require monitoring include but are not limited to: clearing and grubbing; demolition activities that could disturb native soil; or any earthmoving (e.g., grading or excavation for foundations, footings or other subterranean elements, and trenching for underground utilities). Monitors shall keep a daily log and photographic record of all activities involving ground disturbance during the construction phase and shall submit a final report (upon completion of the ground-disturbing activities) to the City Community Development Department for review and approval.			
CR-2	**MM CR-2.4 Procedures for Inadvertent Discovery** **Inadvertent Discovery of Archaeological Resources** In the event archaeological resources are encountered during ground disturbing activities, the Archaeological Monitor shall temporarily halt	City-Designated Compliance Monitor, Project Archaeologist and/or Paleontologist, monitoring tribal representative, construction foreman		

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	or divert excavations within a 100-foot radius of the find until it can be evaluated. California Environmental Quality Act (CEQA) Guidelines requires that all potentially significant archaeological deposits be evaluated to demonstrate whether the resource is eligible for inclusion on the California Register of Historic Resources, even if discovered during construction. If archaeological deposits are encountered they will be evaluated and mitigated simultaneously in the timeliest manner practicable, allowing for recovery of materials and data by standard archaeological procedures. For prehistoric archaeological sites, this data recovery involves the hand-excavated recovery and non-destructive analysis of a small sample of the deposit. Historic resources are also sampled through hand excavation, though architectural features may require careful mechanical exposure and hand excavation. Any previously undiscovered resources found during construction activities shall be recorded on appropriate DPR forms and evaluated for significance in terms of CEQA criteria by a qualified Archaeologist. Potentially significant cultural resources consist of but are not limited to stone, bone, glass, ceramics, fossils, wood, or shell artifacts, or features including hearths,			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	structural remains, or historic dumpsites. If the resource is determined significant under CEQA, the qualified Archaeologist shall prepare and implement a research design and archaeological data recovery plan that will capture those categories of data for which the site is significant in accordance with Section 15064.5 of the CEQA Guidelines. If such resources or artifacts are of native tribal origin, any mitigation or recovery program shall include direction from OCEN tribal leadership. The Archaeologist shall also perform appropriate technical analyses, prepare a comprehensive report complete with methods, results, and recommendations, including recommendations of the Tribal Representatives and monitors. The report shall be submitted to the City of Pacific Grove, the NWIC, and the State Historic Preservation Office, as required. **Inadvertent Discovery of Paleontological Resources** In the event that fossils or fossil-bearing deposits are discovered during construction activities, the paleontological monitor shall temporarily halt or divert excavations within a 100-foot radius of the find until it can be evaluated. If the find is deemed significant, the applicant shall retain a qualified Paleontologist to document the discovery as needed in accordance with Society of			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	Vertebrate Paleontology standards and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The Paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the applicant determines that avoidance is not feasible, the Paleontologist shall prepare an Excavation Plan for mitigating the effect of construction activities on the discovery. The Excavation Plan shall be submitted to the City of Pacific Grove for review and approval prior to implementation, and the applicant shall adhere to the recommendations in the Excavation Plan. **Inadvertent Discovery of Human Remains** In the event that human remains (or remains that may be human) are discovered at the project site, Public Resource Code Section 5097.98 must be followed. All grading or earthmoving activities shall immediately stop within a 100-foot radius of the find. The project proponent shall then inform the Monterey County Coroner and the City of Pacific Grove immediately, and the Coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b).			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	Section 7050.5 also requires that excavation be stopped in the vicinity of discovered human remains until the Coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with applicable State regulations relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (Public Resource Code [PRC] § 5097). The Coroner shall contact the NAHC to determine the most likely descendant(s) (MLD). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The MLD will determine the most appropriate means of treating the human remains associated grave artifacts, and shall oversee the disposition of the remains. In the event the NAHC is unable to identify an MLD or the MLD fails to make a recommendation within 48 hours after being granted access to the site, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity within the project area in a location not subject to further subsurface disturbance.			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
Geology & Soils				
GEO-6	Refer to MM CR-2.1, MM CR-2.3 and MM CR-2.4	Refer to Impact CR-2	Refer to Impact CR-2	
Greenhouse Gas Emissions				
GHG-2	**MM GHG-2.1 Commute Trip Reduction/Transportation Demand Management Plan** Prior to the issuance of grading permits for the project, the project applicant shall develop a final and qualifying Commute Trip Reduction (CTR)/Transportation Demand Management (TDM) plan to reduce mobile GHG emissions for all uses. The TDM plan shall be approved by the City prior to the issuance of building permits and incorporated into the project's Conditions of Approval. The TDM plan shall discourage single-occupancy vehicle trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking. The following measures shall be incorporated into the TDM plan. • The CTR/TDM plan for the project shall include, but not be limited to the following potential measures or combination of measures: ride-matching assistance, preferential carpool parking, flexible work	City-Designated Compliance Monitor and CDD City-Designated Compliance Monitor and CDD	Submit TDM plan prior to the issuance of grading permits Annual report of TDM effectiveness submitted to CDD	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	schedules for carpools, half-time transportation coordinators, providing a web site or message board for coordinating rides, transit subsidies for employees, employee vanpool/shuttle, guest shuttle, designating adequate passenger loading and unloading and waiting areas for ride-sharing vehicles, extension or funding of MST Trolley, and including bicycle end of trip facilities. This list may be updated as new or alternative methods become available. Verification of this measure and quantification of trip and emission reduction shall occur prior to the first building permit issuance for the hotel and commercial uses. Refinement of the estimated project GHG emissions may be completed at the time of discretionary approval in order to reflect the project refinements and the most current and accurate data available regarding the project's estimated emissions (including emission rates). Once project emissions are shown to be below 1,100 MTCO2e per year and trips are reduced at key intersections as identified in Chapter 17 of this EIR, then this GHG-related mitigation may be considered satisfied.			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
GHG-3	Refer to MM GHG-2.1, MM BIO-3.3, MM TRA-3.2	Refer to Impact GHG-2, BIO-3, TRA-3	Refer to Impact GHG-2, BIO-3, TRA-3	
Hazards & Hazardous Materials				
HAZ-2	**MM HAZ-2.1 Dry Season Excavation and Testing of Discharge** Construction shall be timed for dry-season excavation of potentially contaminated areas in order to minimize the amount of groundwater that could be generated by dewatering. To ensure that groundwater discharges during construction do not pose an environmental hazard, the applicant shall test exposed groundwater prior to discharge to ensure that PERC levels are below actionable levels. If above actionable levels, groundwater sources shall be treated to regulated levels prior to discharge.	City-Designated Compliance Monitor	Prior to excavation activities	
HAZ-2	**MM HAZ-2.2 Soil and Groundwater Management** Prior to excavation within the ATC parking lot and/or where soil contaminants have been identified or suspected, the project applicant shall prepare a soil management plan (SMP) to establish management practices for isolating the veneer of contaminated sediments from cleaner overburden to minimize the volume of material	City-Designated Compliance Monitor and CDD	Submittal of a Soil Management Plan prior to excavation	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	requiring disposal as an impaired waste. The plan shall be reviewed and approved by City prior to implementation.			
HAZ-2	**MM HAZ-2.3 Soil Vapor and Groundwater Barriers** For areas proposed to be structurally developed where contamination has been identified or suspected, final improvement plans shall demonstrate that lower stories of the project are impermeable to both groundwater and soil vapor. Plans shall be prepared and submitted by the applicant or review and approval of the City.	City-Designated Compliance Monitor and CDD	Prior to issuance of the first building permit	
HAZ-2	**MM HAZ-2.4 Testing and Disposal of Contaminated Materials** Prior to demolition, the applicant shall perform testing for the presence of lead paint and asbestos containing materials (ACMs) consistent with regulatory protocols and shall implement the resulting recommendations. The applicant shall ensure that all contaminated materials – known or that may be identified during excavation and demolition – are handled, transported and disposed of consistent with all applicable laws and regulations.	City-Designated Compliance Monitor	Prior to demolition	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
HAZ-3	Refer to MM HAZ-2.4	Refer to Impact HAZ-2	Refer to Impact HAZ-2	
HAZ-5	**MM HAZ-5.1 Avigation Easement** Prior to issuance of the first construction permit for the project, the owner/developer shall grant an avigation and hazard easement to the appropriate airport authority. The easement shall be recorded at the Monterey County Recorder's Office and shall include rights and restrictions as specified by the ALUC's February 2020 review and conditional approval.	City-Designated Compliance Monitor and CDD	Prior to issuance of the first construction (building) permit	
Noise & Vibration				
N-1	**MM N-1.1 Construction Noise Reduction** Prior to the issuance of demolition or grading permits, the City shall ensure that the project applicant includes the following on all construction plans and contracts for the proposed project: Construction Hours. Limit construction activity to the hours listed in Table 15-9 (10:00 am to 5:00 pm on Sundays and 8:00 am to 6:00 pm on Monday through Saturday). Construction Equipment. Properly maintain construction equipment and ensure that all	City-Designated Compliance Monitor/CDD	Noise reduction measures to be shown on construction documents Nuisance complaints address throughout construction	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	internal combustion engine driven machinery with intake and exhaust mufflers and engine shrouds (if the equipment had such devices installed as part of its standard equipment package) that are in good condition and appropriate for the equipment. Equipment engine shrouds shall be closed during equipment operation. The developer shall require all contractors, as a condition of contract, to maintain and tune-up all construction equipment to minimize noise emissions. Vehicle and Equipment Idling. Construction vehicles and equipment shall not be left idling for longer than five minutes when not in use. Stationary Equipment. All noise-generating stationary equipment such as air compressors or portable power generators shall be located as far as possible from sensitive receptors. Temporary noise barriers shall be constructed to screen stationary noise generating equipment when located near adjoining sensitive land uses. Temporary noise barriers shall be designed to reduce construction noise levels by at least 10 dBA. Construction Route. All construction traffic to and from the project site shall be routed via designated truck routes where feasible. All			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	construction-related heavy truck traffic in residential areas shall be prohibited where feasible. Workers' Radios. All noise from workers' radios shall be controlled to a point that they are not audible at sensitive receptors near the construction activity. Construction Plan. Prior to issuance of any grading and/or building permits, the contractor shall prepare and submit to the City for approval a detailed construction plan identifying the schedule for major noise-generating construction activity. Disturbance Coordinator. A "noise disturbance coordinator" shall be designated by the contractor. The noise disturbance coordinator shall be responsible for responding to any local complaints about construction noise. The noise disturbance coordinator shall determine the cause of the noise complaint (e.g. starting too early, bad muffler, etc.) and shall require that project construction activities cease until all reasonable measures warranted to correct the problem have been implemented. The project applicant shall conspicuously post a telephone number for the disturbance coordinator at the			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	construction site and include it in the notice sent to neighbors regarding the construction schedule.			
N-1	**MM N-1.2 Noise Barriers** Construction shall use temporary noise barriers along the project boundary to break the line of sight between construction equipment and adjacent sensitive receptors as well as the adjacent Monterey Bay Aquarium offices. The temporary noise barrier shall be designed to reduce construction noise by a minimum of 10 dB. To achieve this, the barrier may consist of steel tubular framing, welded joints, a layer of 18-ounce tarp, a two-inch thick fiberglass blanket, a half-inch thick weatherwood asphalt sheathing, and 7/16-inch sturdy board siding. Additionally, to avoid objectionable noise reflections, the source side of the noise barrier shall be lined with an acoustic absorption material. Temporary construction noise barriers shall be used at the following locations where construction noise impacts to sensitive receptors have been identified: ▪ Along the northeastern project boundary along Dewey Avenue	City-Designated Compliance Monitor/CDD	Barrier installation prior to demolition and excavation	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	▪ Along the northern project boundary along Ocean View Boulevard ▪ Between the construction area and the Monterey Bay Aquarium administrative office building This measure shall be implemented with MM BIO-1.1 to provide multi-purpose noise attenuation.			
N-3	**MM N-3.1 Vibration Monitoring** Prior to any ground-disturbing activities, the applicant shall fund the installation of vibration seismic monitoring devices at the nearest Hopkins Marine Station tuna research tank(s) and closest exhibits of the Monterey Bay Aquarium. The applicant shall provide evidence acceptable to the City that the vibration monitoring devices have been installed. The purpose of these devices is to allow Marine Station research staff to observe changes in vibration during the construction and excavation phase, if any, relative to ongoing research and observed fish behavior. If specific adverse effects are observed during construction and excavation, representatives of Hopkins Marine Station shall notify the City Community Development Department, and such effects shall cause	City-Designated Compliance Monitor, CDD, Hopkins representatives	Prior to demolition and excavation (monitor installation) Ongoing during construction and excavation activities (reporting)	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	immediate work stoppage and notification of the project sponsor. Work shall resume only after additional vibration protection measures are employed, tested, and confirmed to reduce vibration at Hopkins Marine Station to acceptable levels. Monitors shall also be placed at adjacent business and residences consistent with industry standards. The specific location and number of seismic monitoring devices will be determined within the Vibration Management Plan required by MM N-3.2 and as included in construction documents.			
N-3	**MM N-3.2 Vibration Management Plan** Prior to any construction or demolition activities, the applicant shall provide a Vibration Management Plan or other evidence acceptable to the City that demonstrates that vibration control of demolition and construction activities will be implemented to minimize the effects of vibration at nearby receptors. This includes performing high-vibration activities during the middle of the day and spaced as far apart as possible to avoid multiple high-vibration activities at once, equipment choices and construction methods to minimize vibration, or other measures. Vehicle routes should use designated	City-Designated Compliance Monitor and CDD	Prior to demolition and excavation (plan submittal) Monitoring during demolition and excavation	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	truck routes and avoid residential areas as much as possible.			
Transportation & Circulation				
TRA-3	**MM TRA-3.1 Commercial Vehicle Access and Movement** Prior to approval of final improvement plans, the following design elements shall be included: ▪ Dewey Avenue between Ocean View Boulevard and Sloat Avenue, and the remaining portion of Sloat Avenue, shall be widened along the project frontage as necessary to allow improved commercial vehicle access while minimizing loss of on-street parking. ▪ During site plan review, the intersections of Ocean View Boulevard/Dewey Avenue and Dewey Avenue/Sloat Avenue shall reflect geometric dimensions based on truck turning templates. Turning radii shall be designed to limit truck size/type. ▪ The loading dock area at the end of Sloat Avenue shall include a hammerhead turn	CDD and City Engineer	Prior to approval of final improvement plans	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	around to allow trucks to enter and exit the site head-in and head-out. ▪ Commercial truck traffic shall be required to adhere to an established truck route from David Avenue to Ocean View Boulevard to Sloat Avenue, returning the same way. ▪ Commercial deliveries to the retail center shall be allowed within a loading zone along the Ocean View Boulevard frontage to allow more direct access to individual retailers and to reduce the volume of commercial truck traffic accessing Sloat Avenue.			
TRA-3	**MM TRA-3.2 Crosswalk Installation** The applicant shall fund or install a designated crosswalk across Ocean View Boulevard at Dewey Avenue.	City-Designated Compliance Monitor, CDD, and City Engineer	Concurrent with project construction	
Tribal Cultural Resources				
TCR-1	**MM TCR-1.1 Native American Consultation and Participation** Consistent with current California requirements and LCP policy, the project's Archaeological Monitoring and Treatment Plan will be provided to representatives of the Ohlone Costanoan	City-Designated Compliance Monitor, OCEN monitor(s) designated by OCEN tribal leadership, construction foreman	During all ground disturbing construction activities	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	Esselen Nation for review and comment as part of the City's consultation process. Amendments to this plan will be made as necessary following the completion of the consultation process. During project construction, a Native American monitor assigned by the Ohlone/Costanoan Esselen Nation (OCEN) tribal leadership will be present for all ground disturbance. If any tribal cultural resources are found, the project applicant and/or its contractor shall cease all work within 100 feet of the discovery and immediately notify the City of Pacific Grove Planning Division. The OCEN Native American monitor(s) will contact the OCEN Tribal Chair and in consultation with the City and an archeologist evaluate the finds. Appropriate mitigation measures for the inadvertently discovered tribal cultural resource shall be at the direction of OCEN tribal leadership. The City and tribal representative shall consider the mitigation recommendations and agree on implementation of the measure(s) that are feasible and appropriate. Such measures may include reburial of any ancestral remains, avoidance, preservation in place, excavation, documentation, or other appropriate measures.			

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
TCR-1	**MM TCR-1.2 Reporting of Monitoring Results** At the completion of grading, excavation, and ground disturbing activities on the site, an Archaeological and Paleontological Monitoring Report shall be submitted to the City and the project applicant documenting all monitoring activities and observations. This report shall document any impacts to known resources on or adjacent to the property; describe how each mitigation measure was fulfilled; document the type of cultural resources identified and the disposition and treatment of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-construction meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the Project Archaeologist and tribal monitor(s). All reports produced will be submitted to the Northwest Information Center (NWIC) at Sonoma State University and the State Historic Preservation Office as required. Any TCRs will be handled and reburied in a location designated through coordination with the OCEN tribal leadership in a location that will not be subject to further disturbance. Following repatriation, a legal description and map showing the reburial location shall be prepared by the	City-Designated Compliance Monitor, OCEN monitor(s) designated by OCEN tribal leadership	Report submittal following grading and excavation	

DocuSign Envelope ID: 956D2FDB-B8BE-483F-A7E5-F25414B787C9

Impact Number	Mitigation Measure	Monitoring/ Reporting Responsibility	Implementation	City Staff Notes; Initials/Date when Done
	Project Engineer and filed with the NAHC, NWIC, and the City.			
Utilities & Service Systems				
UTIL-1	Refer to MM AES-2.1, MM AQ-2.1, MM AQ-2.2, MM GHG-2.1, MM HAZ-2.1, MM HAZ-2.2, MM HAZ-2.4, MM N-1.1, MM N-1.2, MM N-3.1, MM N-3.2	Refer to Impact AES-2, AQ-2, GHG-2, HAZ-2, N-1, and N-3	Refer to Impact AES-2, AQ-2, GHG-2, HAZ-2, N-1, and N-3	

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

CITY COUNCIL RESOLUTION NO. 22-002

APPROVAL OF ARCHITECTURAL PERMIT, TREE PERMIT WITH DEVELOPMENT, USE PERMIT, AND COASTAL DEVELOPMENT PERMIT AP/TPD/UP/CDP 19-0363 AND GENERAL PLAN CONSISTENCY FINDINGS FOR THE VACATION OF THE SLOAT AVENUE EASEMENT TO ALLOW THE PARTIAL DEMOLITION OF EXISTING COMMERCIAL BUILDINGS, REMOVAL OF ON-SITE TREES, AND THE REDEVELOPMENT OF THE SITE FOR A 225-ROOM HOTEL WITH ASSOCIATED HOTEL AMENITIES INCLUDING THE SALE OF ALCOHOLIC BEVERAGES, 10,968 SQUARE FEET OF RETAIL COMMERCIAL USES, AND ON-SITE VALET AND SELF-SERVICE PARKING FOR A TOTAL OF 290 CARS. THE PROJECT PROPOSES A TOTAL FLOOR AREA OF 353,489 SQUARE FEET (GROSS FLOOR AREA OF 317,160 SQUARE FEET) ON AN APPROXIMATELY 5.597-ACRE PROJECT SITE PURSUANT TO PGMC §23.31.025, §12.60.010, §23.31.020, AND CHAPTER 23.90, CONTINGENT ON CERTIFICATION OF THE FINAL EIR FOR THE PROJECT

FACTS

1. The subject site is located at 109/125 Ocean View Boulevard and 124 Central Avenue, Pacific Grove, 93950; APNs 006-231-001, 006-234-004, 006-234-005, and 006-234-008, as well as the portion of the Sloat Avenue right-of-way (ROW) between Eardley Avenue and Dewey Avenue a portion of an existing encroachment along Ocean View Boulevard.

2. The subject site including the Sloat Avenue ROW has a land use designation of Visitor Serving Commercial (V-C) in the adopted City of Pacific Grove Coastal Land Use Plan.

3. The subject site is located in the C-V-ATC Commercial Visitor-American Tin Cannery (APNs 006-231-001, 006-234-004, and 006-234-005, as well as the portion of the Sloat Avenue ROW between Eardley Avenue and Dewey Avenue) and C-1 Light Commercial (APN 006-234-008) Zoning Districts.

4. The subject site is in the Point Cabrillo Planning Area per the City's Coastal Land Use Plan and drainage from the site drains into the Pacific Grove Area of Special Biological Significance (ASBS).

5. The subject site is a 5.597-acre property, including the 26,770-Sq. Ft. ROW segment proposed for vacation and hotel development and uses and the 3,190-sq. ft. encroachment on Ocean View Boulevard.

6. The subject site is within the Monterey Regional Airport's Airport Influence Area (AIA) Safety Zone 7. The project was referred to and received a consistency finding from the Monterey County Airport Land Use Committee (ALUC) in February 2020 with the inclusion of two ALUC-related conditions of approval (refer to Exhibit A Permit and Conditions of Approval).

7. The City's Architectural Review Board considered the project on December 15, 2020, and an inconsistency in the City's Implementation Plan of the Local Coastal Program

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

(LCP) was discovered. The LCP amendment was certified by the California Coastal Commission in August 2021, and the project applicant submitted an amended planning application including revisions to project design to ensure compliance with the LCP amendment. The amended CDP application was submitted on September 8, 2021, with the revised design incorporating many of the recommendations of the City's Architectural Review Board.

8. The City's Planning Commission considered the project and associated EIR on October 28, 2021 and November 18, 2021, and denied the project and EIR on 4-2 votes.

9. On November 24, 2021, the applicant, CCS Pacific Grove Manager, LLC, filed an appeal of the Planning Commission's denial of the project.

10. The proposed project provides 290 parking spaces, located in three parking lots, including the lower-level parking lots accessed via Ocean View Boulevard and Eardley Avenue serving the Shoreline Wing and Bluffs Wing, respectively, and on a surface parking lot on a portion of the 124 Central Avenue parcel. Of the 290 parking spaces, 255 are provided as valet parking spaces, and 35 spaces are reserved for metered, self-parking open to the public.

11. The site's parking demand was analyzed in a draft parking study and a draft transportation demand management (TDM) analysis prepared for the project by Walker Parking Consultants (Appendices M and N of the EIR). The draft TDM analysis analyzed the parking demand factoring in the parking demand reductions anticipated as a result of implementation of the draft TDM plan. The draft TDM analysis concluded that the recommended amount of parking to meet the demand for the typical peak event during weekdays would be 290 parking spaces and that the recommended amount of parking for the typical peak event during weekend days would be 246 parking spaces. These typical peak event demands are met by the proposed parking supply of 290 spaces. An updated parking demand analysis memo from Walking Consulting dated October 28, 2021, concluded that because of the reduction in retail floor area in the current project, the updated peak parking demand of 255 spaces.

12. The draft TDM Plan prepared for the project sets forth a menu of alternative transportation measures that the project would implement to reduce use of single-occupant vehicles by both employees and patrons of the site. The submittal for City approval of a final Commute Trip Reduction and TDM Plan is required pursuant to EIR Mitigation Measure MM GHG-2.1 and is incorporated into the project conditions of approval (refer to Exhibit A). This is required prior to the issuance of grading permits for the project to further reduce mobile greenhouse gas (GHG) emissions for all uses.

13. A Biological Resources Technical Memorandum and Habitat Assessment was prepared for the project by Biotic Resources Group and Dana Bland & Associates to evaluate on-site and nearby biological resources that may be affected by the project and provide recommended mitigation measures (see Chapter 7 of the EIR and Appendix C of the EIR).

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

14. A Tree Resources Assessment was prepared by Certified Arborist Frank Ono (Appendix D of the EIR) to evaluate the proposed removal of 79 on-site trees and provide recommended mitigation measures (see Chapter 7 of the EIR).

15. In response to input from the Architectural Review Board and the Planning Commission, the applicant has prepared a revised tree planting schedule, which is reflected in the current project plan set dated December 8, 2021. The revised tree planting schedule incorporates a total of 133 on-site trees and a greater share of native trees.

16. A Historic Resources Technical Report (HRTR) was prepared for the project by a qualified historian firm, Page & Turnbull (Appendix E of the EIR). The HRTR determined that the American Tin Cannery meets the criteria for listing in the California Register and on the Pacific Grove Historic Resources Inventory (HRI) and should be considered a historical resource under the California Environmental Quality Act (CEQA) and recommended mitigation measures (see Chapter 8 of the EIR).

17. The project site is not listed on the City's Historic Resources Inventory.

18. An Archaeological Monitoring and Treatment Plan (AMTP) was prepared for the project by a qualified historian firm, Page & Turnbull (Confidential Report on file with the City). The AMTP evaluated potential impacts to cultural, paleontological, and tribal cultural resources and recommended mitigation measures (see Chapters 8 and 18 of the EIR).

19. A Coastal Engineering/Coastal Hazards Analysis was prepared for the project by Haro, Kasunich, & Associates Inc. (Appendix I of the EIR). The Coastal Hazards Analysis concluded that the proposed development would not be subject to coastal hazards including, but not limited to, shoreline retreat, temporary flooding, and/or wave attack over at least the next 80 years or its useful design life.

20. A Preliminary Storm Water Control Plan was prepared for the project by Whitson Engineers (Appendix J of the EIR).

21. A Preliminary Noise Assessment was prepared for the project by Veneklasen Associates, Inc. (Appendix K of the EIR).

22. A Water Demand Analysis was prepared for the project by Stantec in January 2020 (Appendix O of the EIR). According to the Stantec water demand analysis, the proposed project would utilize 17.91-acre feet per year (AFY) with incorporation of proposed water conservation measures. The project water demand is less than the 18.53-AFY credit for the site recognized by the Monterey Peninsula Water Management District (MPWMD). The analysis was reviewed by staff from MPWMD for concurrence with its findings. The December 8, 2021(and prior September 8, 2021) revised project design has a smaller surface area for pools and a lower square footage of retail development, which reduce the project's water demand by 0.82 AFY or to a new demand of 17.09 AFY with incorporation of proposed water conservation measures.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

23. A Lower-Cost Overnight Accommodations (LCOA) Feasibility and Impact Analysis was prepared for the project by Economic & Planning Services. This is included as Attachment 14 to the October 28, 2021 Planning Commission agenda report. The LCOA Feasibility Analysis determined that the project could not provide on-site lower-cost overnight accommodations and established a per-unit mitigation fee of $32,000 for each of the 56 lower-cost rooms required for the 225-room hotel development pursuant to PGMC §23.90.220.C.

24. The vacation of the Sloat Avenue ROW easement requires review by the Planning Commission pursuant to State Government Code Section 65402. This section of the Government Code stipulates that prior to the disposition of real property by a government agency, the planning agency of the jurisdiction in which said property is located must first make the finding that the disposition of said real property is in conformity with the adopted General Plan of the local jurisdiction. With the appeal of the project to the City Council, the City Council is required to make the Government Code Section 65402 conformity finding.

25. The California Environmental Quality Act (CEQA), (Public Resources Code Section 21000 *et seq.*) and the Guidelines for California Environmental Quality Act (California Code of Regulations, Title 14, Chapter 3, Section 15000 *et seq.*) require review of a project subject to said Act to identify the significant effects on the environment of the project, to identify alternatives to the project, and to indicate the manner in which those significant effects can be mitigated or avoided.

26. An Environmental Impact Report (EIR) was prepared for this project, with the Draft EIR circulated for public and agency review from July 30, 2020 through September 28, 2020. The preparation of the EIR included peer review of the technical reports prepared for the project. Significant unavoidable impacts were identified for the project's effect on the existing visual character or quality of the site and its surroundings and for the project's impact on a significant historic resource through the demolition of the Warehouse Building (Building 2) and the partial demolition of the Factory Building (Building 1).

27. The City Council by separate resolution has certified the Final EIR for the American Tin Cannery Hotel and Commercial Project, adopted the associated CEQA findings including the findings of overriding considerations, and adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the American Tin Cannery Hotel and Commercial Project.

28. A duly-noticed public hearing on the project, on the General Plan consistency for the Sloat Avenue ROW easement vacation, and on the associated Final EIR was held by the Planning Commission on October 28, 2021 and November 18, 2021, at which hearing, the Planning Commission duly considered all evidence, including the testimony of the applicant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

29. A duly-noticed public hearing on the appeal of the Planning Commission's decision, and a *de novo* consideration of the project, the General Plan consistency for the Sloat Avenue ROW easement vacation, and the associated Final EIR was held by the City Council on January 12, 2022, at which hearing, the City Council has duly considered all evidence, including the testimony of the appellant, interested parties, and the evaluation and recommendations by staff, presented at said hearing.

FINDINGS

Architectural Permit findings per PGMC Section 23.70.060

1. The architecture and general appearance of the completed project are compatible with the neighborhood.

   The proposed development for the portion of the project site zoned C-V-ATC meets the development standards for the C-V-ATC Zoning District, including with respect to height limits, setbacks, and site coverage. Subgrade parking for the Bluffs hotel wing, the stepped nature of the development that follows the existing topography, and the inclusion several courtyards, terraces, and landscaped areas reduces the project's perceived overall size and bulk. The project design's separation of the Executive Wing and Group/Family Wing further reduces the perceived size and bulk. Project sidewalks would be replaced, and the landscaping plan includes street trees along each of the major project frontages with landscaped terraces and the rooftop garden to complement the new structures. The Upper Lot portion of the project at 124 Central Avenue is Zoned C-1, which allows for neighborhood scale and locally oriented retail, and which also allows an off-site parking lot subject to the approval of a Use Permit. While no structures are proposed for the Upper Lot, the existing surface parking lot would be reconfigured and restriped, with new landscaping including several new trees. This reconfiguration would also improve the aesthetics of this portion of the project. While the project proposes to remove 79 trees on the project site, the vast majority of these (over 90%) are in fair to poor health, according to the Tree Resource Assessment prepared for the project. A total of 133 new trees are proposed on-site as part of the project's landscape plan, with extensive on-street, courtyard, and rooftop plantings. Overall, the project would be compatible with the neighborhood and revitalize an underutilized, somewhat dated commercial area.

2. The completed project will neither be detrimental to the orderly and harmonious development of the City nor impair the desirability of investment or occupation in the neighborhood.

   The project proposes to redevelop and revitalize the existing retail outlet which was formerly an industrial manufacturing facility. The proposed project meets all development standards of the applicable zoning districts, as noted above in Finding 1. The new hotel, associated hotel uses such as meeting rooms, restaurants, bars, and fitness spa, along with the street-front retail uses, would enhance the desirability of

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

investment in the neighborhood and provide additional amenities for both Pacific Grove residents as well as visitors.

3. The City Architectural Review Board and Planning Commission have been guided by and have made reference to applicable provisions of the architectural review guidelines in making its determinations on single-family residences.

   This finding is not applicable to the proposed project. The City's Architectural Review Guidelines for Single-Family Residents pertain to residential development. The proposed project is for a commercial development.

4. Additional Finding for Sign Permits. The proposed sign effectively conveys the business identity to the public and possesses pleasing elements of design that protect and enhance the architectural character and harmony of the buildings and neighborhood in which it is located.

   This finding is not applicable to the proposed project. No signage is currently proposed. Any such signage would need to comply with City signage requirements and regulations and requires a subsequent permit.

Tree Permit issuance requirements per Section 12.60.080

1. [The tree permit] will not create, continue, or aggravate any hazardous condition or public nuisance.

   In compliance with City requirements, a Tree Resource Assessment was prepared for the project. The Tree Resource Assessment evaluated the 79 trees proposed for removal. Of these 79 trees, five trees were noted as not meeting the criteria for protected trees under PGMC Section 12.20.020. The Tree Resource Assessment determined that four trees were in poor health such that removal would abate an existing safety hazard, and 72 trees were noted as in fair health. In the September 8, 2021 revised design, the extent of proposed tree removal remains the same, and a total of 133 trees will be planted on the site and maintained for the life of the project as a condition of approval. This exceeds the City's 1:1 tree planting requirement in PGMC Chapter 12.60; however, a 2:1 tree replacement ratio is required by Mitigation Measure MM BIO-3.2, which is incorporated as a condition of approval. The 2:1 tree replacement requirement will be achieved through replanting on-site, replanting off-site, through payment of in-lieu fees, or a combination of these measures. Tree protection measures and tree pruning standards are included in the tree assessment report, and adherence to these measures is required as a condition of approval.

2. [The Tree Permit] will not prevent or interfere with the growth, location, or planting of approved Public Trees.

   Significant long-term impacts to the urban forest ecosystem are not anticipated due to fact that the trees being removed are planted landscape trees which can be replanted or

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

other mitigation implemented such as paying an in-lieu fee to place trees on other areas. The species and size of replanting will be reviewed and approved by the City Arborist, and the City Arborist has reviewed the tree resource assessment. The project proposes to replant 38 street trees (within or adjacent to the right-of-way) along the project frontages, and as a condition of approval, is required to meet a 2:1 replanting ratio. The replanting requirement may be met through a combination of planting replacement trees onsite, offsite, or through payment of an in-lieu fee. As the proposed number of new trees is less than the replanting requirement, payment of in-lieu fees is anticipated, and these fees could support additional planting of public trees in the City.

Use Permit findings per PGMC Section. 23.70.080.a.4

1. The proposed use is allowed with a use permit within the applicable zoning district and complies with all applicable provisions of these regulations.

   The proposed use of the ATC portion of the project site for a hotel and commercial use is allowed in the C-V-ATC Zoning District per PGMC Section 23.31.025(b). The hotel and hotel-accessory uses including sales of alcoholic beverages require a use permit. The proposed use of the Upper Lot for parking and landscaping is allowed in the C-1 Zoning District with a use permit per PGMC Section 23.31.030. The project meets all development standards for the C-V-ATC and C-1 Zoning Districts, as pertinent to each portion of the project, including setbacks, height limits, and site coverage.

2. The proposed use is consistent with the general plan, the local coastal program, and any applicable specific plan.

   The proposed uses are consistent with land use guidance in the general plan, and all applicable policies and development standards of the local coastal program. The proposed commercial uses are consistent with the project site's Central-Eardley Commercial general plan land use designation and the Visitor-Serving Commercial land use designation in the Coastal Land Use Plan, which support the development of new commercial uses that promote a healthy local economy while preserving the local community character. A detailed local coastal program consistency review is included as an attachment to the October 28, 2021 Planning Commission staff report for the project. This analysis noted no inconsistencies with the policies and standards of the City's Local Coastal Program.

3. The establishment, maintenance, or operation of the use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use.

   An Environmental Impact Report (EIR) was prepared for the project. The EIR evaluated a range of potential impacts, including those related to geology, hazards and hazardous materials, noise and vibration, traffic, and land use compatibility. The EIR identified mitigation measures and standard City or State requirements that would avoid health and safety-related impacts to adjacent properties and persons. In addition, the project was reviewed by the Monterey County Airport Land Use Commission and determined to be consistent with the Monterey Airport Land Use Compatibility Plan with the inclusion of standard conditions of approval for an avigation easement and for glare reduction

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

measures. The project will be subject to all applicable Building, Seismic, and Fire Code requirements.

4. The use, as described and conditionally approved, will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.

   The proposed hotel and commercial development project is for an area zoned for commercial uses and would revitalize an existing retail outlet mall. The EIR prepared for the project analyzed potential construction-phase and operational-phase impacts and identified mitigation measures to reduce potential impacts to a less than significant level. The mitigation measures have been incorporated into conditions of approval that will ensure the safety of property and improvements on-site and in the neighborhood. The project will be subject to all applicable Building Seismic, and Fire Code requirements.

5. The location, size, design, and operating characteristics of the proposed use are compatible with the existing and future land uses in the vicinity.

   The project meets all development standards of the applicable Zoning Districts, including height limits, setbacks, and site coverage. The proposed project's subgrade and lower-level parking, stepped nature of the development that follows the existing topography, and the inclusion several courtyards, terraces, and landscaped areas reduce the project's perceived overall size and bulk. The project's separation of the Bluffs hotel wing and Shoreline hotel wing further reduces the perceived size and bulk. The project is extensively landscaped and includes lighting that complies with City lighting standards. Operational conditions of approval including annual review of the effectiveness of the project's transportation demand management program, compliance with City requirements for alcoholic beverage sales, and City noise regulations will ensure compatibility with existing and future land uses in the vicinity. The proposed project complements the character of the neighborhood improves the economic viability of this area of the City.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

Coastal Development Permit findings per PGMC Section. 23.90.080.

1. LCP Consistency. The project is consistent with the LCP.

   A detailed LCP consistency analysis was prepared and is included an attachment to the Planning Commission agenda report dated October 28, 2021. The analysis noted no policy inconsistencies after the implementation of specific conditions of approval. The project, as conditioned, is consistent with the City's LCP.

2. Public Views. The project protects or enhances public views.

   The project's effect on public views is analyzed in Chapter 5 (Aesthetics) of the EIR prepared for the project. No significant impacts on public views were noted in the EIR. The project complies with the 40-ft building height limits that were specifically established for the ATC site in PGMC Sub-Section 23.90.180.C.5. Rooftop equipment would not exceed the additional 8-ft height limit for rooftop mechanical appurtenances. The project also meets setback and 90% maximum site coverage standards and provides a minimum width of 8 feet for landscaping along the project frontages that are not occupied by structures. View planes to the ocean such as those also Central Avenue are already blocked to a large extent by existing structures and vegetation. Through adherence to these development standards and because of the project's stepped design, the project does not substantially impact existing public views. Moreover, the project provides public access to rooftop viewing areas and rooftop gardens. Significant new coastal vistas are provided from these roof top areas, substantially enhancing public views.

3. Habitat Protection. The project protects vegetation, natural habitats and natural resources consistent with LCP.

   The project's potential effect on biological resources including vegetation, coastal and marine fauna, and natural habitats is analyzed in Chapter 7 (Biological Resources) of the EIR prepared for the project. No significant impacts on biological resources were noted in the EIR, although several required mitigation measures were identified. The project proposes to remove 79 on-site trees to facilitate the extensive redevelopment of the site and site frontage improvements such as sidewalks. The project would be extensively landscaped, with a total of 133 trees would be replanted on the site and the site frontages. Mitigation measures were included to ensure that replanting activities meet the City's 2:1 replanting requirement or provide off-site mitigation or payment of in-lieu fees. Mitigation measures were also identified to protect trees adjacent to the work site. Additional noise mitigation was required in Chapter 15 (Noise & Vibration) to address temporary or periodic increase in ambient noise levels during construction that could substantially disturb sensitive receptors and for excessive groundborne vibration or groundborne noise from typical construction-related activities. The September 8, 2021 revised design avoids excavation activities under the Shoreline hotel wing and requires 38% less excavation in comparison to the original design. This revision substantially reduces the noise and vibration exposure to sensitive coastal resources including shorebirds and marine mammals. Mitigation measures identified in the EIR are still incorporated into the project as conditions of approval to further ensure the protection of vegetation, natural habitats, and natural resources consistent with the LCP.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

4. Design Consistency. The design, location, size, and operating characteristics of the proposed development are consistent with applicable LCP design requirements, including design plans and area plans incorporated into the LCP.

   A detailed LCP consistency analysis was prepared and is included an attachment to the Planning Commission agenda report dated October 28, 2021. The analysis includes a review of the project's consistency with design-related policies in the LCP and noted no such policy inconsistencies after the implementation of specific conditions of approval. The project site's land use designation and zoning district designation allow the proposed development with the approval of a use permit. The proposed lighting is muted (2700K) and is downward-directed and shielded. The project meets all design-related development standards including height limits, setbacks, and site coverage. The project, as conditioned, is consistent with the design-related policies of the City's LCP.

5. Coastal Access. The project protects or enhances public access to and along the coast.

   The project is located on the south (landward) side of Ocean View Boulevard. It is across the street from the Monterey Bay Coastal Recreation Trail, an 18-mile long Class I bicycle and pedestrian trail that provides ample opportunities for public access to and along the coast. There is an existing crosswalk at the corner of the project site at the intersection of Eardley Avenue and Oceanview Boulevard. This crosswalk would provide convenient access to the Monterey Bay Coastal Recreation Trail for patrons and visitors to the site. However, to provide enhanced access from the project site to the Coastal Recreation Trail, Mitigation Measure MM TRA-3.2 required the funding or installation of a designated crosswalk across Ocean View Boulevard at Dewey Avenue. This mitigation measure will be incorporated into the project's conditions of approval. The project also provides valet parking for public use and traffic demand management plan components that would enhance alternative transportation options serving the site and its coastal access amenities. The additional parking opportunities, alternative transportation measures, and provision of a new crosswalk across Ocean View Boulevard would enhance public access to and along the coast.

6. Visitor Serving. The project supports the LCP goal of providing for visitor-serving needs as appropriate, including providing low and no cost visitor and recreational facilities.

   The project involves the conversion of a former industrial site to a new 225-room hotel with associated hotel amenities, 16,202 square feet of retail commercial uses, and on-site valet parking for 290 cars. A hotel and additional commercial uses at this location would provide additional visitor-serving accommodations and commercial uses on a currently underutilized commercial site. A hotel at this location would revitalize the site, bring additional business and revenues to the City, and would provide visitor-serving amenities close to both downtown Pacific Grove and to Cannery Row. The hotel and additional commercial uses would be within walking distance to the Monterey Bay Aquarium, the Monterey Bay Coastal Recreation Trail, and other Cannery Row destinations. A Lower-Cost Overnight Accommodations (LCOA) Feasibility and Impact Analysis was prepared for the project by Economic & Planning Services. The LCOA Feasibility Analysis determined that the project could not provide on-site lower-cost overnight accommodations and established a per-unit mitigation fee of $32,000 for each of the 56

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

lower-cost rooms required for the 225-room hotel development pursuant to PGMC §23.90.220.C.

7. Appropriate Use. The project is consistent with the allowed LCP uses associated with the property.

   The proposed uses are consistent with land use guidance in the LCP. The proposed commercial uses are consistent with the project site's Visitor-Serving Commercial land use designation in the Coastal Land Use Plan, which supports the development of new commercial uses that promote a healthy local economy while preserving the local community character. The proposed use of the ATC portion of the project site for a hotel and commercial uses is allowed in the C-V-ATC Zoning District as specifically set forth in Section 23.31.025(b) of the LCP Implementing Ordinances. The hotel and hotel-accessory uses including alcoholic beverage sales require a use permit as does the proposed use of the Upper Lot for parking and landscaping. The project meets all development standards for the C-V-ATC and C-1 Zoning Districts, as pertinent to each portion of the project, including setbacks, height limits, and site coverage.

8. Coastal Resources. The proposed development protects or enhances coastal resources, where applicable.

   A detailed LCP consistency analysis was prepared and is included an attachment to the Planning Commission agenda report dated October 28, 2021. The analysis noted no policy inconsistencies after the implementation of specific conditions of approval. Protection of coastal views is discussed above in CDP Finding 2. Biological resource protection is discussed above in CDP Finding 3. The project's potential effects on historical, archaeological, and tribal cultural resources are analyzed in Chapter 8 (Cultural Resources) and Chapter 18 (Tribal Cultural Resources) of the EIR. Mitigation measures were identified to avoid or reduce significant impacts on cultural and tribal cultural resources. In terms of historical resources, the EIR concluded that the proposed demolition of the Warehouse Building (Building 2) and a portion of the sawtooth roof Factory Building (Building 1) would result in a substantial adverse change in a significant historical resource. The project proposes to retain, repurpose, and repair as necessary the majority of Building 1, which was noted as the primary component of the American Tin Cannery complex. Mitigation measures were identified to reduce impacts on historical resources. The HABs written and photographic documentation of the ATC complex and the public interpretive display would provide access to the historic resources. The above-noted mitigation measures will be incorporated into the project's conditions of approval to ensure that the proposed development protects and enhances coastal resources.

General Plan consistency review requirements of the Sloat Avenue ROW easement vacation per State Government Code Section 65402

1. Prior to the disposition of real property by a government agency, the planning agency of the jurisdiction in which said property is located must first make the finding that the disposition of said real property is in conformity with the adopted General Plan of the local jurisdiction.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

The vacation of the Sloat Avenue ROW easement is in conformance with the adopted General Plan. The project site designated for visitor-serving commercial uses in the City's adopted Local Coastal Program Land Use Plan, and the main portion of the project site, including the Sloat Avenue ROW, is zoned C-V-ATC. The proposed hotel and commercial uses are allowed in the C-V-ATC Zoning District as specifically set forth in Section 23.31.025(b) of the LCP Implementing Ordinances. The vacation of the subject segment of Sloat Avenue ROW is consistent with Land Use Policy 15, which states: Encourage land uses that generate revenue to the City while maintaining a balance with other community needs, such as housing, open space, and recreation, and with Land Use Policy 16, which states: Attract and retain a variety of businesses and services in the community. The subject segment of Sloat Avenue would primarily serve the hotel and would accommodate commercial deliveries to the hotel. An access easement would be required to serve the three remaining non-hotel properties along the subject segment of Sloat Avenue. The proposed hotel and commercial uses would be accessible from the remaining streets adjacent to the project site, including Eardley Avenue, Ocean View Boulevard, and Dewey Avenue, and one of the three valet parking lots serving the hotel and commercial uses would be accessed from Central Avenue.

CEQA Findings

1. The City Council by separate resolution has certified the Final EIR for the American Tin Cannery Hotel and Commercial Project, adopted the associated CEQA findings including the findings of overriding considerations, and adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the American Tin Cannery Hotel and Commercial Project.

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

1. The City Council determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.

2. The City Council finds that the vacation of the Sloat Avenue ROW easement is in conformance with the City's adopted General Plan.

3. The City Council authorizes Approval of Architectural Permit, Use Permit, Tree Permit with Development, and Coastal Development Permit (AP/UP/TPD/CDP) 19-0363 for the American Tin Cannery Hotel and Commercial Project.

4. Attachments are hereby approved as attached to this Resolution, which by this reference are incorporated as set forth in its entirety, including Exhibit A: Joint Permit and Project Conditions of Approval.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

5. This permit shall become effective immediately upon approval by the City Council, or if duly appealed to the Coastal Commission, following Coastal Commission final action on the appeal.

6. This permit shall not take effect until the owner acknowledges and agrees to all terms and conditions and agrees to conform to and comply with those terms and conditions.

PASSED AND ADOPTED AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE this 12TH day of January, 2022, by the following vote:

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

APPROVED:

DocuSigned by:
Bill Peake
2E6F9DE48137414...

BILL PEAKE, Mayor

ATTEST:
DATED: 1/18/2022

DocuSigned by:
Sandra Kandell
4F11A61C850B4E1...

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
David C. Laredo
F06545E32B2846E...

DAVID C. LAREDO, City Attorney

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

Exhibit A

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

CITY OF PACIFIC GROVE

Community Development Department – Planning Division
300 Forest Avenue, Pacific Grove, CA 93950
T: 831.648.3183 • F: 831.648.3184 • www.ci.pg.ca.us/cdd

EXHIBIT A TO CITY COUNCIL RESOLUTION 22-002

PERMIT AND CONDITIONS OF APPROVAL FOR THE AMERICAN TIN CANNERY HOTEL AND COMMERCIAL PROJECT

ARCHITECTURAL PERMIT, TREE PERMIT WITH DEVELOPMENT, USE PERMIT, AND COASTAL DEVELOPMENT PERMIT AP/TPD/UP/CDP 19-0363 TO ALLOW THE PARTIAL DEMOLITION OF EXISTING COMMERCIAL BUILDINGS, REMOVAL OF ON-SITE TREES, AND THE REDEVELOPMENT OF THE SITE FOR A 225-ROOM HOTEL WITH ASSOCIATED HOTEL AMENITIES INCLUDING THE SALE OF ALCOHOLIC BEVERAGES, 10,968 SQUARE FEET OF RETAIL COMMERCIAL USES, AND ON-SITE VALET AND SELF-SERVICE PARKING FOR A TOTAL OF 290 CARS. THE PROJECT PROPOSES A TOTAL FLOOR AREA OF 353,489 SQUARE FEET ON AN APPROXIMATELY 5.597-ACRE PROJECT SITE

PERMIT

ARCHITECTURAL PERMIT, USE PERMIT, TREE PERMIT WITH DEVELOPMENT, AND COASTAL DEVELOPMENT PERMIT AP/UP/TPD/CDP 19-0363;
To allow the partial demolition of existing commercial buildings, removal of on-site trees, and the redevelopment of the site for a 225-room hotel with associated hotel amenities including sales of alcoholic beverages, 10,968 square feet (sf) of retail commercial uses, and on-site parking for 290 cars, including 255 valet parking spaces. The project proposes a total floor area of 353,489 sf (gross floor area of 317,160 sf) on a 5.597-acre project site (including the Sloat Avenue right-of-way component and the Ocean View Boulevard encroachment), with the Use Permit also applying to the use and improvements to the parking lot at 124 Central Avenue. The project is proposed pursuant to PGMC §23.31.025, §12.60.010, §23.31.020, and Chapter 23.90.

CONDITIONS OF APPROVAL

General Conditions

1. **Conformance to Plans.** Development and uses of the site shall substantially conform to the approved plans for the American Tin Cannery Hotel and Commercial Project dated December 8, 2021, on file with the Community Development Department and to the Building Code, with the exception of any subsequently-approved changes. Minor plan changes shall be subject to review and approval by the Community Development Director and/or Public Works Director as appropriate, prior to implementation. Major plan changes may also require review and approval of the City Council. Project revisions may require additional CEQA analysis.

2. **Agreement Required.** The approved development and uses of the site as described in this permit and on the approved project plans are predicated on the applicant securing a real property agreement or similar instrument from the City of Pacific Grove to allow hotel development and uses in the portion of the Sloat Avenue right-of-way (ROW) between Eardley Avenue and Dewey Avenue. Should the agreement not be obtained from the City by the applicant, the applicant would need to submit a revised project design in the form of a revised Architectural Permit, Use Permit, Tree Permit with Development, and Coastal Development Permit for City review and approval.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

3. **Permit Expiration.** The project permits shall expire and be null and void if a building permit has not been applied for within two (2) years from and after the date of approval, or on January 12, 2024. Application for extension of this approval must be made prior to the expiration date.

4. **Construction Compliance.** All construction must occur in general compliance with the proposal as set forth in the application, subject to any special conditions of approval herein. Any deviation from approvals must be reviewed and approved by staff and may require City Council approval.

5. **Compliance with Other Agency Requirements and Permits.** The project shall obtain all applicable agency permits and comply with the requirements of these permits. Applicant shall provide evidence of compliance to the City Community Development Director no later than five business days of securing such agency permit(s).

6. **Terms and Conditions**. These terms and conditions shall run with the land and bind to all future owners and possessors of the subject property, unless amended. Amendments to this permit may be achieved only if an application is made and approved, pursuant to the Zoning Code.

Prior to Issuance of Grading Permits

7. **Master Encroachment Permit.** The project applicant shall obtain a master encroachment permit for project components in the City right-of-way. The master encroachment permit shall include but not be limited to traffic control measures, utility plans, sidewalk plans, and any proposed use on-street parking for construction vehicles or staging. The master encroachment permit shall be submitted for review and approval by City Building Official and Public Works Director.

8. **Public Access Plan.** Prior to issuance of grading, building, or demolition permits, the project applicant shall prepare a detailed public access plan for the project for review and approval by the Community Development Department and/or Public Works Department. The plan shall specify areas of dedicated public access, any quasi-public access, and private access areas along with hours of operation, amenities provided, ADA compliance measures, and any restrictions on the use of the dedicated public access and quasi-public access areas.

9. **Construction Traffic Plan.** Prior to issuance of grading or building permits, the project applicant shall prepare a plan for traffic control and truck routes during project construction for review and approval by the Public Works, Fire, and Police Departments. Two-lane, two-way traffic shall be maintained as much as practicable on all project frontages. Any lane closures require prior approval by the Public Works Director and Building Official, with the issuance of an encroachment permit.

10. **Grading Plans.** All grading-phase related conditions of approval for the Planning permit(s) shall be printed on a full-size plan sheet and included with the grading plan set submitted to the Building Division.

11. **Permit Compliance.** The applicant shall fund post-project Planning Division and/or consultant staff time for ensuring compliance with all project conditions of approval. Prior to issuance of grading permits or commencement of tree removals, the applicant shall submit adequate funds (as determined by the City) for condition compliance monitoring activities to ensure the compliance with all project mitigation measures, pre-construction, construction-phase, and operational-phase conditions of approval. The applicant shall fund the preparation of a condition compliance monitoring plan, which may be prepared by Community Development Department staff or a consultant and which would set forth a program for tracking and ensuring compliance with all project conditions of approval. The condition compliance monitor would be the primarily liaison between the City, the project's construction superintendent, and on-site subject area monitors (biologist(s), arborist,

archaeologist(s), Native American monitor(s) etc.). The condition compliance monitor would have the authority to temporarily stop work in the event of non-compliance with project conditions of approval. The condition compliance monitor would file with the City periodic monitoring reports noting the construction activities that took place and any issues or instances of non-compliance as well as how such issues were resolved. At the conclusion of the project construction, a final construction-phase compliance monitoring report would be prepared and submitted to the Community Development Department. Subsequent reports regarding monitoring of the project's operational-phase may be required at the City's discretion.

The Condition Compliance Plan would specify the format and frequency of compliance reports, identify how reports would be available to the public, and specify the public's primary contact. The reporting frequency could be daily for heavier construction periods including demolition and grading, becoming less frequent during less intensive construction. A project-specific web page would be maintained for project updates, monitoring reports, clearance/completion of each condition of approval, and contact person information.

12. **Commute Trip Reduction/Transportation Demand Management Plan (EIR Mitigation Measure MM GHG-2.1):** Prior to the issuance of grading permits for the project, the project applicant shall develop a final and qualifying Commute Trip Reduction (CTR)/Transportation Demand Management (TDM) plan to reduce mobile GHG emissions for all uses. The TDM plan shall be approved by the City prior to the issuance of building permits and incorporated into the project's Conditions of Approval. The TDM plan shall discourage single-occupancy vehicle trips and encourage alternative modes of transportation such as carpooling, taking transit, walking, and biking. The following measures shall be incorporated into the TDM plan.

    - The CTR/TDM plan for the project shall include, but not be limited to the following potential measures or combination of measures: ride-matching assistance, preferential carpool parking, flexible work schedules for carpools, half-time transportation coordinators, providing a web site or message board for coordinating rides, transit subsidies for employees, employee vanpool/shuttle, guest shuttle, designating adequate passenger loading and unloading and waiting areas for ride-sharing vehicles, extension or funding of MST Trolley, and including bicycle end of trip facilities. This list may be updated as new or alternative methods become available. Verification of this measure and quantification of trip and emission reduction shall occur prior to the first building permit issuance for the hotel and commercial uses.

    Refinement of the estimated project GHG emissions may be completed at the time of discretionary approval is granted in order to reflect the project refinements and the most current and accurate data available regarding the project's estimated emissions (including emission rates). Once project emissions are shown to be below 1,100 MTCO2e per year and trips are reduced at key intersections as identified in Chapter 17 of the EIR, then this GHG-related mitigation may be considered satisfied.

13. **Storm Water Pollution Prevention:** Plans for during-construction storm water management and BMPs, such as a Storm Water Pollution Prevention Plan (SWPPP), shall be submitted to the City and subject to review and approval of the Public Works/Community Development Director and Building Official prior to issuance of a grading permit.

14. **Construction Phase Parking Plan.** The project applicant shall prepare a construction-phase parking and staging area plan for review and approval by the Community Development Director, Public Works Director, and Building Official. Should the project require use of offsite parking areas or lots, these should be identified and a lease or other documentation obtained that demonstrates the capacity of such lots to handle the number of construction

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

worker vehicles anticipated for the term required. Construction workers shall not be allowed to park along streets fronting the project site without approval for such uses in the master encroachment permit nor in on-street parking spaces in the adjacent neighborhoods.

Prior to Issuance of Building Permits

15. **Building Plans.** All conditions of approval for the Planning permit(s) shall be printed on a full-size plan sheet and included with the construction plan set submitted to the Building Division.

16. **Public Works, Fire, and Building.** Review and approval by the Public Works Department, Fire Department, and Building Division are required prior to issuance of a building permit. Work taking place in the public right-of-way shall require an encroachment permit prior to issuance of the building permit.

17. **Ocean View Boulevard Encroachment Permit.** A separate encroachment permit is required for the continued/operational phase encroachment of structures in the Ocean View Boulevard right-of-way, prior to the issuance of the building permit.

18. **Trash/Recycling Management Plan.** Prior to issuance of a building permit, the project applicant shall prepare a Trash/Recycling Management Plan and submit it to the Community Development Department and the Public Works Department for review and approval. The plan shall address the proper sizing and location of trash/recycling areas and containers on the project site. The plan shall also specify routes, anticipated days of the week and times of day for trash and recycling pick up, and management practices for maintaining trash and recycling areas in a clean, odor-free, and vector-free manner.

19. **Sanitary Sewer Infrastructure Capacity Analysis and Improvements.** The existing sanitary sewer line in Sloat Avenue is proposed to be replaced with a new sewer line to and down Dewey Avenue to the mainline in Ocean View Boulevard. Prior to issuance of a building permit, the applicant shall submit a sanitary sewer infrastructure capacity analysis that demonstrates the sizing adequacy of the new sewer line segments and that evaluates the adequacy of down-stream sewer infrastructure to handle the increase in flows as a result of the project. The analysis shall also include and provide any necessary measures for increased flows during pool draining and maintenance activities. The sanitary sewer infrastructure capacity analysis shall be submitted for review and approval by the Public Works Director. Any identified capacity upgrades shall be installed and operational prior to certificate of occupancy.

20. **Removal of Abandoned Utilities.** The portions of sanitary sewer line and all other utilities that are proposed for abandonment through the remainder of Sloat Avenue shall be removed, rather than abandoned in place. For utilities other than City utilities, removal of such utilities, rather than abandoned in place, shall require concurrence from the appropriate outside agency or district (CalAm, PG&E, etc.) in consultation with the City Public Works Director. The project's utility plans shall be revised accordingly.

21. **Fire and Water Flow Evaluation.** The City is not responsible for the operation, maintenance, and delivery of the municipal water source. The project applicant shall demonstrate that the project will have adequate flows to meet fire suppression and domestic water delivery needs. The developer shall confer with California American Water (Cal Am) to ensure that the system is adequate to properly operate fire suppression, surrounding hydrants, and the water conveyance system throughout the project. The project applicant shall provide the Public Works Director and Community Development Director a copy of any such evaluation and/or written concurrence from Cal Am regarding the adequacy of flows.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

22. **Relocated Storm Drain Facilities.** Currently, a storm drain system runs the length of Sloat Avenue. With the proposed Sloat Avenue agreement, the existing storm drain system shall become the responsibility of the applicant.

23. **Plan Set Revisions: Exterior Lighting Schedule and Landscape Plan.** A note shall be included on the project's Overall Landscape Lighting Plan (Sheet LT1.00) of the plan set noting that all proposed exterior lighting fixtures are downward-directed and shielded in conformance with Coastal Land Use Plan Community Design Policy DES-6. The project's proposed landscape plan shall include a note stating that for any retained trees, recommendations for Best Management Practices for tree protection shall comply with ANSI A300 (Part 5) Management of Trees and Shrubs during Site Planning, Site Development, and Construction. The project's proposed landscape plan shall also include a note regarding the installation of appropriate root barriers for the Metrosideros excelsa trees and the use of a geogrid mat under hardscape near these trees as noted in the City Arborist's landscape plan review memo dated 12/2/2020.

24. **Landscaping Installation Bond.** The project sponsor shall post a bond or other surety to ensure that all proposed landscaping is installed in accordance with the approved landscape plans. An estimate of the improvements prepared by a qualified landscape architect or landscape contractor shall be submitted by the project sponsor for review and approval by Community Development staff. The approved estimate shall be used to determine the amount of the landscaping installation bond, which shall be submitted prior to certificate of occupancy. The bond shall be released upon verification of installation of the approved landscaping at or before final inspection.

25. **Glare Reduction (EIR Mitigation Measure MM AES-3.1):** Prior to issuance of building permits, the project shall incorporate anti-reflective (AR) glass products and surfaces selected specifically to minimize reflective glare along the project's eastern/northeastern elevations. In addition, throughout project construction and operation, the project shall use directional lighting, shielding and (if necessary) window tinting or similar treatment to ensure that increased light from the project site does not unnecessarily spill over on adjacent properties and associated beaches at night. The project's Exterior Lighting Plan shall also be submitted to the Monterey Peninsula Airport Manager for review and approval consistent with ALUC standard conditions. "Bird friendly" window material shall be used within the project design.

26. **Soil Vapor and Groundwater Barriers (EIR Mitigation Measure MM HAZ-2.3):** For areas proposed to be structurally developed where contamination has been identified or suspected, final improvement plans shall demonstrate that lower stories of the project are impermeable to both groundwater and soil vapor. Plans shall be prepared and submitted by the applicant or review and approval of the City.

27. **Avigation Easement (EIR Mitigation Measure MM HAZ-5.1):** Prior to issuance of the first construction permit for the project, the owner/developer shall grant an avigation and hazard easement to the appropriate airport authority. The easement shall be recorded at the Monterey County Recorder's Office and shall include rights and restrictions as specified by the ALUC's February 2020 review and conditional approval.

28. **Construction Noise Reduction (EIR Mitigation Measure MM N-1.1):** Prior to the issuance of demolition or grading permits, the City shall ensure that the project applicant includes the following on all construction plans and contracts for the proposed project:

    Construction Hours. Limit construction activity to the following hours: 10:00 am to 5:00 pm on Sundays and 8:00 am to 6:00 pm on Monday through Saturday.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

Construction Equipment. Properly maintain construction equipment and ensure that all internal combustion engine driven machinery with intake and exhaust mufflers and engine shrouds (if the equipment had such devices installed as part of its standard equipment package) that are in good condition and appropriate for the equipment. Equipment engine shrouds shall be closed during equipment operation. The developer shall require all contractors, as a condition of contract, to maintain and tune-up all construction equipment to minimize noise emissions.

Vehicle and Equipment Idling. Construction vehicles and equipment shall not be left idling for longer than five minutes when not in use.

Stationary Equipment. All noise-generating stationary equipment such as air compressors or portable power generators shall be located as far as possible from sensitive receptors. Temporary noise barriers shall be constructed to screen stationary noise generating equipment when located near adjoining sensitive land uses. Temporary noise barriers shall be designed to reduce construction noise levels by at least 10 dBA.

Construction Route. All construction traffic to and from the project site shall be routed via designated truck routes where feasible. All construction-related heavy truck traffic in residential areas shall be prohibited where feasible.

Workers' Radios. All noise from workers' radios shall be controlled to a point that they are not audible at sensitive receptors near the construction activity.

Construction Plan. Prior to issuance of any grading and/or building permits, the contractor shall prepare and submit to the City for approval a detailed construction plan identifying the schedule for major noise-generating construction activity.

Disturbance Coordinator. A "noise disturbance coordinator" shall be designated by the contractor. The noise disturbance coordinator shall be responsible for responding to any local complaints about construction noise. The noise disturbance coordinator shall determine the cause of the noise complaint (e.g. starting too early, bad muffler, etc.) and shall require that project construction activities cease until all reasonable measures warranted to correct the problem have been implemented. The project applicant shall conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule.

29. **Commercial Vehicle Access and Movement (EIR Mitigation Measure TRA-3.1):** Prior to approval of final improvement plans, the following design elements shall be included:

- Dewey Avenue between Ocean View Boulevard and Sloat Avenue, and the remaining portion of Sloat Avenue, shall be widened along the project frontage as necessary to allow improved commercial vehicle access while minimizing loss of on-street parking.
- During site plan review, the intersections of Ocean View Boulevard/Dewey Avenue and Dewey Avenue/Sloat Avenue shall reflect geometric dimensions based on truck turning templates. Turning radii shall be designed to limit truck size/type.
- The loading dock area at the end of Sloat Avenue shall include a hammerhead turn around to allow trucks to enter and exit the site head-in and head-out.
- Commercial truck traffic shall be required to adhere to an established truck route from David Avenue to Ocean View Boulevard to Sloat Avenue, returning the same way.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

- Commercial deliveries to the retail center shall be allowed within a loading zone along the Ocean View Boulevard frontage to allow more direct access to individual retailers and to reduce the volume of commercial truck traffic accessing Sloat Avenue.

Prior to Grading, Tree Removal, Demolition, and Building Activities

30. **Pre-Construction Survey and Repair of Construction-Related Damage to City Roadways and Other Improvements.** A pre-construction survey shall be completed prior to the commencement of construction that will be approved and signed off by the City. This survey will include adjoining roadways, trees, storm drain inlets and any other public infrastructure, including road markings and signage. The survey will identify existing conditions and it will be expected of the developer to restore all infrastructure to its original state prior to the completion of the project. The project applicant shall repair any project-related damage to City improvements to the satisfaction of the Public Works Director prior to certificate of occupancy.

31. **Construction Screening (EIR Mitigation Measure MM AES-2.1):** To minimize and soften the visual effect as seen from visitors and nearby residents, the project applicant shall incorporate construction fencing or screening around the perimeter of the site. The screening material shall be of sufficient height to mask activities within and be designed with graphics, murals, historic references or other design features to blend as much as possible with the neighborhood surroundings while communicating the future uses at the site. Screening shall remain in place during demolition of existing structures, site preparation and new building construction. Applicant shall be responsible for continued maintained and condition of the screening throughout the construction period. Screening shall not be necessary during the final stages of construction when architectural coatings, detailing and landscaping are applied. The screening concept and design shall be submitted for approval to the City of Pacific Grove prior to groundbreaking.

32. **Noise Attenuation to Minimize Effects on Shoreline Species during Project Construction (EIR Mitigation Measure MM BIO-1.1):** Prior to the start of demolition work, the project applicant shall install construction perimeter fencing or similar barriers that incorporate noise attenuating materials (such as noise absorbing fiberglass blankets, tarps, tubular framing, sheathing etc.) along the Dewey Avenue and Ocean View Boulevard perimeters nearest the shoreline, including the entirety of the project boundary that faces Hopkins Marine Station and associated beaches. Barriers shall interrupt the "line of sight" between the noise source and the protected species. The barriers shall remain in place as long as noise-generating excavation and construction activities continue. This measure should be combined with MM AES-1.1 (construction screening) and MM N-1.2 (noise construction barriers) to provide a single barrier system that addresses both noise and aesthetic issues.

33. **Preconstruction Bird Surveys (EIR Mitigation Measure MM BIO-2.1):** The applicant shall schedule all on-site tree removal to occur between August 31st and February 1 of any given year to avoid the Central Coast bird nesting season and harbor seal pupping and weaning season. If this schedule is not practical, the project sponsor shall fund the engagement of a qualified biologist to conduct preconstruction nesting bird surveys no more than two weeks prior to removal of trees and grading. If no active bird nests are observed, no additional measures are required. If nesting birds are observed, the biologist will establish a buffer zone where no tree removal will occur until the biologist confirms that all chicks have fledged. Regardless of season, tree removal seaward of Sloat Avenue shall not occur during the harbor seal pupping and weaning season (February to May).

34. **Pre-Construction Meeting and Training (EIR Mitigation Measure MM BIO-3.1):** Prior to site disturbance the project applicant shall retain a City-approved or -qualified project arborist/forester to conduct a meeting and

training session to communicate and instruct personnel about tree removal, retention of trees on adjacent properties, and their protection. The pre-construction meeting shall include instruction on required tree protection and exclusionary fencing to be installed prior to grading, excavation and construction procedures. Meeting attendees shall include all involved parties such as site clearance personnel, construction managers, heavy equipment operators, and tree service operators. A list of pre-construction attendees and the materials discussed shall be maintained and be provided to the City for review. Meeting attendees must agree to abide to tree protection and instructions as indicated during the meeting and agree to ensure any tree protection implemented will remain in place and maintained during entire construction period.

35. **Off Site Mitigation and/or Payment of In-Lieu Fees (EIR Mitigation Measure MM BIO-3.2):** For all trees that ultimately require removal and cannot be incorporated into the site plan, the project sponsor shall either replace/replant new trees on a 2:1 ratio on site; replace/replant at another location(s) identified in consultation with the City of Pacific Grove if 2:1 on-site replanting is not feasible; pay an in-lieu tree impact fee ("tree fund") as acceptable mitigation pursuant to Chapter 12 of the Municipal Code; or, a combination thereof to fully mitigate for tree loss. Mitigation shall be implemented prior to occupancy. Should in-lieu mitigation fees be proposed, these fees shall be collected prior to issuance of grading permits and prior to any tree removal activities.

36. **Designate a Dust Compliance Monitor (EIR Mitigation Measure MM AQ-2.2):** The project applicant shall require the contractor(s) or builder(s) to designate a person or persons to monitor the fugitive dust emissions and enhance the implementation of the measures as necessary to minimize dust complaints, reduce visible emissions below 20 percent opacity, and to prevent transport of dust off-site. Their duties shall include monitoring during holidays and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the MBARD Compliance Division prior to the start of any grading, earthwork, or demolition. The project applicant shall provide and post a publicly visible sign that specifies the telephone number and name to contact regarding dust complaints. This person shall respond to complaints and take corrective action within 48 hours. The phone number of the MBARD shall also be visible to ensure compliance with Rule 402 (Nuisance).

37. **HABS Documentation (EIR Mitigation Measure MM CR-1.1):** Prior to the start of demolition, the project applicant shall retain a qualified professional acceptable to the City to prepare written and photographic documentation the ATC complex.

    The documentation for each property shall be prepared based on the National Park Service's Historic American Building Survey (HABS) Historical Report Guidelines. This type of documentation is based on a combination of the HABS standards and the National Park Service's new policy for National Register of Historic Places (NRHP)/National Historic Landmark photographic documentation as outlined in the NRHP and the National Park Service's 2013 National Historic Landmarks Survey Photo Policy Expansion. The documentation will include the following:

    a) Sketch Plan Drawings: Efforts should be made to locate original construction drawings or plans of the property during the period of significance. If located, these drawings should be photographed or scanned at high resolution, reproduced, and included in the dataset. If construction drawings or plans cannot be located, sketch plans in accordance with HABS Documentation Level III shall be prepared. HABS guidance for sketch plans notes that these should be floor plans "generally not to exact scale although often drawn from measurements, where the features are shown in proper relation and proportion to one another. A sketch site plan should also be produced that includes buildings and landscape features. Sketch plans shall be prepared

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

by an architect who meets or exceeds the Secretary of the Interior's Professional Qualification Standards for Historic Architecture or Architecture, and be reviewed by the qualified consultant preparing the HABS report.

b) Photographs: Standard large-format or digital photography shall be used. If digital photography is used, the ink and paper combinations for printing photographs must comply with the NRHP/National Historic Landmark photo expansion policy and have a permanency rating of approximately 115 years. Digital photographs shall be taken in uncompressed .TIF file format. The size of each image shall be 1600x1200 pixels at 300 pixels per inch or larger, color format, and printed in black and white. The file name for each electronic image shall correspond with the index of photographs and photograph labels. Photographs should include general overviews that illustrate the setting and include Building 3; all exterior façades of Buildings 0, 1, and 2; typical original windows and doors; and exterior details indicative of era of construction or of historic or architectural interest from the period of significance (1927-1954), including but not limited to the sawtooth roof and chevron capped pilasters of Building 1, the metal smokestacks of Building 2, and the concrete smokestack remnant south of Building 1. All views shall be referenced on a photographic key. This photograph key shall be on a map of the property and shall show the photograph number with an arrow indicating the direction of the view. Historical photographs shall also be collected, reproduced, and included in the dataset.

c) Written data: A historical report shall be prepared, summarizing the history of the buildings, property description, and historical significance. Documentation shall adhere to National Park Service standards for "short form" HABS documentation.

d) Drone photography: Drone photography of the historic resource and site is recommended as additional documentation. Execution of drone photography is understood to be conditional upon ability to fly a drone over the site within relevant local and FAA regulations and approvals. Drone photography should capture the full extent of the site, all buildings and their special relationships on the site and immediate surroundings, as well as the character of the Building 1 sawtooth roof and representative portions of facades of Buildings 0, 1, and 2. If conducted, drone photography should be submitted in digital format along with HABS documentation to the City of Pacific Grove Community Development Department and publicly accessible repositories such as the Pacific Grove Heritage Society, Pacific Grove Public Library, and the Monterey County Public Library California History Room. If desired, the drone photography could also be used in the public interpretive displays on site.

Copies of the HABS documentation shall be provided to the City of Pacific Grove Community Development Department and publicly accessible repositories such as the Pacific Grove Heritage Society, Pacific Grove Public Library, and the Monterey County Public Library California History Room. This measure would create a collection of reference materials that would be available to the public and inform future research.

38. **Protection of Historical Resources from Construction Activities (EIR Mitigation Measure MM CR-1.3):** The project sponsor shall undertake a construction monitoring program to minimize damage to remaining portions of Building 0 and Building 1. Prior to the start of any ground-disturbing activity, the project sponsor shall engage a historic architect or qualified historic preservation professional to undertake a preconstruction survey of Building 0 and Building 1 and photograph the buildings' existing conditions. This survey may be completed in conjunction with MM CR-1.1. The construction monitoring plan may include staging of equipment and materials as far as feasible from historic buildings to avoid direct damage; using techniques in demolition, excavation, shoring, and construction to minimize vibration (such as using concrete saws instead of jackhammers or hoe-rams

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

to open excavation trenches, the use of non-vibratory rollers, and similar measures); maintaining a buffer zone when possible between heavy equipment and historic resource(s); and/or enclosing construction scaffolding to avoid damage from falling objects or debris.

The consultant shall conduct a final post-construction survey to document the condition of the contributing historic buildings to the ATC at that time and produce a report on the condition of the historic structures. The final post-construction report shall be submitted to the City Community Development Department for review and approval.

39. **Preconstruction Archaeological and Paleontological Sensitivity Training (EIR Mitigation Measure MM CR-2.1):** Prior to construction, all personnel directly involved in project related ground disturbance shall be provided archaeological and paleontological sensitivity training. The training will be conducted by a qualified Archaeologist who meets the Secretary of the Interior's standards for archaeology, and a qualified professional paleontologist, as defined by the Society of Vertebrate Paleontology, who is experienced in teaching non-specialists. A Native American representative from the Ohlone/Costanoan-Esselen Nation (OCEN) will also be invited to be present and participate in the training from a tribal perspective. The training will take place at a day and time to be determined in conjunction with the project construction foreman, and prior to any scheduled ground disturbance. The training will include: a discussion of applicable laws and penalties; samples or visual aids of artifacts and paleontological resources that could be encountered in the project vicinity, including what those artifacts and resources may look like partially buried, or wholly buried and freshly exposed; and instructions to halt work in the vicinity of any potential cultural resources discovery, and the need to notify the archaeological monitor as necessary.

40. **Preconstruction Identification and Avoidance of Recorded Archaeological Resources (EIR Mitigation Measure MM CR-2.2):** Prior to construction, the Project Archaeologist and OCEN's tribal leadership shall be provided with the following: (1) plans, blueprints, conceptual drawings, etc., detailing sub-surface impacts to the project area (grading or excavation prints will normally be sufficient); and (2) the proposed construction schedule or activity to be monitored, with types of excavation and/or earthmoving identified. Final grading plans will be reviewed by the Archaeologist to ensure all recorded archaeological resources adjacent to the project site will remain unaffected by project related ground disturbance. Any changes in project construction (or related off-site facilities) that could potentially impact known archaeological resources will require review by the Project Archaeologist who will then make a determination regarding the need and scope of any further work or mitigation required.

41. **Soil and Groundwater Management (EIR Mitigation Measure MM HAZ-2.2):** Prior to excavation within the ATC parking lot and/or where soil contaminants have been identified or suspected, the project applicant shall prepare a soil management plan (SMP) to establish management practices for isolating the veneer of contaminated sediments from cleaner overburden to minimize the volume of material requiring disposal as an impaired waste. The plan shall be reviewed and approved by City prior to implementation.

42. **Testing and Disposal of Contaminated Materials (EIR Mitigation Measure MM HAZ-2.4):** Prior to demolition, the applicant shall perform testing for the presence of lead paint and asbestos containing materials (ACMs) consistent with regulatory protocols and shall implement the resulting recommendations. The applicant shall ensure that all contaminated materials – known or that may be identified during excavation and demolition – are handled, transported, and disposed of consistent with all applicable laws and regulations.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

43. **Vibration Monitoring (EIR Mitigation Measure MM N-3.1):** Prior to any ground-disturbing activities, the applicant shall fund the installation of vibration (seismic) monitoring devices at the nearest Hopkins Marine Station tuna research tank(s) and closest exhibits of the Monterey Bay Aquarium. The applicant shall provide evidence acceptable to the City that the vibration monitoring devices have been installed. The purpose of these devices is to allow Marine Station research staff to observe changes in vibration during the construction and excavation phase, if any, relative to ongoing research and observed fish behavior. If specific adverse effects are observed during construction and excavation, representatives of Hopkins Marine Station shall notify the City Community Development Department, and such effects shall cause immediate work stoppage and notification of the project sponsor. Work shall resume only after additional vibration protection measures are employed, tested, and confirmed to reduce vibration at Hopkins Marine Station to acceptable levels.

    Monitors shall also be placed at adjacent business and residences consistent with industry standards. The specific location and number of seismic monitoring devices will be determined within the Vibration Management Plan required by MM N-3.2 and as included in construction documents.

44. **Vibration Management Plan (EIR Mitigation Measure MM N-3.2):** Prior to any construction or demolition activities, the applicant shall provide a Vibration Management Plan or other evidence acceptable to the City that demonstrates that vibration control of demolition and construction activities will be implemented to minimize the effects of vibration at nearby receptors. This includes performing high-vibration activities during the middle of the day and spaced as far apart as possible to avoid multiple high-vibration activities at once, equipment choices and construction methods to minimize vibration, or other measures. Vehicle routes should use designated truck routes and avoid residential areas as much as possible.

During Construction and Prior to Final Inspection

45. **Sidewalk Reconstruction.** Existing sidewalks surrounding the property shall be reconstructed prior to final building permit inspection. All curb ramps surrounding the project and on all adjacent corners shall be constructed to meet current Cal Trans and/or City of Pacific Grove standards.

46. **Rooftop Equipment Screening.** The project's rooftop equipment shall be screened in compliance with Sub-Section 23.90.180.C.5.g.ii. while not exceeding the allowed height limit for mechanical appurtenances.

47. **Timing of Demolition and Excavation (EIR Mitigation Measure MM BIO-1.2):** Demolition, grading and excavation of the site for sub grade construction shall take place only between July 1 and February 1 (outside the harbor seal pupping and weaning season of February through May) to avoid potential disturbance of the local harbor seal population that may be using the beach areas to the east and west of Hopkins Marine Station. A qualified biologist retained by the City shall monitor the rookery prior to the start of construction to identify any late season pupping/weaning activity. Construction may be temporarily delayed until the biologist confirms that active pupping is complete.

48. **Biological Monitor (EIR Mitigation Measure MM BIO-1.3):** During the phases of construction that generate higher noise and vibration levels, the project applicant shall fund the engagement of a qualified biological monitor(s) approved by and under contract to the City to observe and document behavior of both harbor seal and black oystercatcher populations. The monitor(s) shall regularly confer with the designated representative(s) from the Hopkins Marine Station for their input, particularly regarding activity or behavior of harbor seal and black oystercatcher populations. Monitoring shall occur daily during the initial demolition and excavation phase, and approximately twice monthly during the remainder of the construction program. Activity or behavior identified by

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

the monitor(s) indicative of unusual stress or threatening relocation shall cause immediate work stoppage and notification of the City and project sponsor. Work shall resume only after noise levels are reduced and additional noise/disturbance protection measures are employed and tested in the field for effectiveness.

49. **Tree Planting/Replanting (EIR Mitigation Measure MM BIO-3.3):** Replacement trees (on- or off-site) shall be fifteen-gallon stock or larger. Spacing between trees should be at least 8 feet apart where available space is indicated. Occasional deep watering (more than two weeks apart) during the late spring, summer, and fall is recommended during the first two years after establishment.

50. **Tree Protection Best Management Practices (EIR Mitigation Measure MM BIO-3.4):** During construction, the project sponsor shall ensure compliance with the following best practices for potentially affected trees on adjacent properties:

- Do not deposit any fill around trees that may compact soils and alter water and air relationships. Avoid depositing fill, parking equipment, or staging construction materials near existing trees. Covering and compacting soil around trees can alter water and air relationships with the roots. Fill placed within the dripline may encourage the development of oak root fungus (Armillaria mellea). As necessary, trees shall be protected by boards, fencing or other materials to delineate protection zones.

- Pruning, when necessary, shall be conducted to avoid injury to any tree. General principals of pruning include placing cuts immediately beyond the branch collar, making clean cuts by scoring the underside of the branch first, and for live oak, avoiding the period from February through May.

- Native trees are not adapted to summer watering and may develop crown or root rot as a result. Do not regularly irrigate within the drip line of native trees.

- Root cutting should occur outside of the springtime. Late June for such root cutting is optimal. Pruning of the live crown should not occur February through May.

- A mulch layer up to approximately 4 inches deep shall be applied to the ground under selected trees in disturbed areas following construction. Only 1 to 2 inches of mulch should be applied within 1 to 2 feet of the trunk, and under no circumstances should any soil or mulch be placed against the root crown (base) of trees. The best source of mulch would be from chipped material generated on site.

- If trees along near the development site are visibly declining in vigor, a Professional Forester or Certified Arborist shall be contacted to inspect the site, contact the owner, and to recommend a course of action.

51. **Additional Tree Protection and Pruning Standards (EIR Mitigation Measure MM BIO-3.5):** If for any reason on site trees are not removed and preserved within the site plan, the project sponsor shall implement all tree protection standards as identified in the ATC Hotel and Commercial Project Tree Resource Assessment prepared for the project. Such measures may include reasonable disturbance setbacks, protective netting, protection of trunks with lumber, and limiting work within the dripline.

52. **Historic Materials and Features Rehabilitation (EIR Mitigation Measure MM CR-1.4):** The project applicant shall ensure that the project complies with National Park Service treatment recommendations for the cleaning, repair, and rehabilitation of all remaining historic materials and features to be retained and incorporated into the project. Features such as exterior stucco cladding, original doors, and original wood and steel sash

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

windows at Building 0 and Building 1 that are retained should be repaired and rehabilitated in accordance with the below guidance documents. Features that cannot be rehabilitated may be replaced.

- John H. Myers, Preservation Brief No. 9: The Repair of Historic Wooden Windows (U.S. Department of the Interior, National Park Service, 1981), available online at https://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm
- Robert M. Powers, Preservation Tech Notes, Windows Number 17, Repair and Retrofitting Industrial Steel Windows (U.S. Department of the Interior, National Park Service, August 1989), available online at https://www.nps.gov/tps/how-to-preserve/tech-notes/Tech-Notes-Windows17.pdf
- Sharon C. Park, Preservation Brief No. 13: The Repair and Thermal Upgrading of Historic Steel Windows (U.S. Department of the Interior, National Park Service, 1981), available online at https://www.nps.gov/tps/how-to-preserve/briefs/13-steel-windows.htm
- Anne E. Grimmer, Preservation Brief No. 22: The Preservation and Repair of Historic Stucco (U.S. Department of the Interior, National Park Service, October 1990), available online at https://www.nps.gov/tps/how-to-preserve/briefs/22-stucco.htm

Abrasive chemical or physical treatments or cleaning methods must not be used. For additional information, see:

- Anne E. Grimmer, Preservation Brief No. 6: Dangers of Abrasive Cleaning to Historic Buildings (U.S. Department of the Interior, National Park Service, June 1979), available online at https://www.nps.gov/tps/how-to-preserve/briefs/6-dangers-abrasive-cleaning.htm

53. **Construction Monitoring for Archaeological and Paleontological Resources (EIR Mitigation Measure MM CR-2-3):** Due to the hardscaped and highly developed nature of the site, archaeological testing is impractical and unlikely to reveal scientifically significant results. All project related ground disturbance shall therefore be monitored by an Archaeologist who meets the Secretary of Interior's qualification standards for archaeology, as well as the assigned Native American representative(s) from OCEN tribal leadership. Due to the paleontological sensitivity of the site, a Paleontological Resources Monitor shall also be present during all project excavations. A qualified cross-trained Monitor in archaeology and paleontology may serve in both capacities on-site.

Archaeological and paleontological monitoring will involve the close inspection of excavations and other ground disturbing activities within the project area. The Site Supervisor, Foreman, or similar on-site authority must be informed of the Monitors' presence and authority to halt and/or relocate construction work. The Supervisor shall inform all construction personnel of the Monitors' role. The Monitors will follow excavations and construction as closely as conditions require, making all reasonable efforts for safety and noninterference with construction. The number and placement of Monitors will be determined by the Project Archaeologist after consultation with the Client or their designated representative(s).

Activities that require monitoring include but are not limited to: clearing and grubbing; demolition activities that could disturb native soil; or any earthmoving (e.g., grading or excavation for foundations, footings or other subterranean elements, and trenching for underground utilities). Monitors shall keep a daily log and photographic record of all activities involving ground disturbance during the construction phase and shall submit a final report (upon completion of the ground-disturbing activities) to the City Community Development Department for review and approval.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

54. Procedures for Inadvertent Discovery (EIR Mitigation Measure MM CR-2-4):

Inadvertent Discovery of Archaeological Resources

In the event archaeological resources are encountered during ground disturbing activities, the Archaeological Monitor shall temporarily halt or divert excavations within a 100-foot radius of the find until it can be evaluated.

California Environmental Quality Act (CEQA) Guidelines requires that all potentially significant archaeological deposits be evaluated to demonstrate whether the resource is eligible for inclusion on the California Register of Historic Resources, even if discovered during construction. If archaeological deposits are encountered they will be evaluated and mitigated simultaneously in the timeliest manner practicable, allowing for recovery of materials and data by standard archaeological procedures. For prehistoric archaeological sites, this data recovery involves the hand-excavated recovery and non-destructive analysis of a small sample of the deposit. Historic resources are also sampled through hand excavation, though architectural features may require careful mechanical exposure and hand excavation.

Any previously undiscovered resources found during construction activities shall be recorded on appropriate DPR forms and evaluated for significance in terms of CEQA criteria by a qualified Archaeologist. Potentially significant cultural resources consist of but are not limited to stone, bone, glass, ceramics, fossils, wood, or shell artifacts, or features including hearths, structural remains, or historic dumpsites. If the resource is determined significant under CEQA, the qualified Archaeologist shall prepare and implement a research design and archaeological data recovery plan that will capture those categories of data for which the site is significant in accordance with Section 15064.5 of the CEQA Guidelines. If such resources or artifacts are of native tribal origin, any mitigation or recovery program shall include direction from OCEN tribal leadership. The Archaeologist shall also perform appropriate technical analyses, prepare a comprehensive report complete with methods, results, and recommendations, including recommendations of the Tribal Representatives and monitors. The report shall be submitted to the City of Pacific Grove, the NWIC, and the State Historic Preservation Office, as required.

Inadvertent Discovery of Paleontological Resources

In the event that fossils or fossil-bearing deposits are discovered during construction activities, the paleontological monitor shall temporarily halt or divert excavations within a 100-foot radius of the find until it can be evaluated. If the find is deemed significant, the applicant shall retain a qualified Paleontologist to document the discovery as needed in accordance with Society of Vertebrate Paleontology standards and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The Paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the applicant determines that avoidance is not feasible, the Paleontologist shall prepare an Excavation Plan for mitigating the effect of construction activities on the discovery. The Excavation Plan shall be submitted to the City of Pacific Grove for review and approval prior to implementation, and the applicant shall adhere to the recommendations in the Excavation Plan.

Inadvertent Discovery of Human Remains

In the event that human remains (or remains that may be human) are discovered at the project site, Public Resource Code Section 5097.98 must be followed. All grading or earthmoving activities shall immediately stop within a 100-foot radius of the find. The project proponent shall then inform the Monterey County Coroner and

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

the City of Pacific Grove immediately, and the Coroner shall be permitted to examine the remains as required by California Health and Safety Code Section 7050.5(b).

Section 7050.5 also requires that excavation be stopped in the vicinity of discovered human remains until the Coroner can determine whether the remains are those of a Native American. If human remains are determined as those of Native American origin, the applicant shall comply with applicable State regulations relating to the disposition of Native American burials that fall within the jurisdiction of the NAHC (Public Resource Code [PRC] Â§ 5097). The Coroner shall contact the NAHC to determine the most likely descendant(s) (MLD). The MLD shall complete his or her inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. The MLD will determine the most appropriate means of treating the human remains associated grave artifacts, and shall oversee the disposition of the remains.

In the event the NAHC is unable to identify an MLD or the MLD fails to make a recommendation within 48 hours after being granted access to the site, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity within the project area in a location not subject to further subsurface disturbance.

55. **Reduce Fugitive Dust (EIR Mitigation Measure MM AQ-2.1):** The project applicant shall implement the following measures to minimize nuisance impacts and to significantly reduce fugitive dust emissions, and the project applicant shall require all of the following measures to be shown on grading and building plans:

- Limit grading, demolition, and excavation to 2.2 acres per day.
- Water graded/excavated areas and active unpaved roadways, unpaved staging areas, and unpaved parking areas at least twice daily or apply non-toxic chemical soil stabilization materials per manufacturer's recommendations. Frequency should be based on the type of operations, soil and wind exposure.
- Prohibit all grading activities during periods of high wind (more than 15 mph).
- Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).
- Stabilize all disturbed soil areas not subject to using approved chemical soil binders, jute netting, or gravel for temporary roads and any other methods approved in advance by the APCD.
- Sow exposed ground areas that are planned to be reworked at dates greater than one month after initial grading with a fast germinating, non-invasive grass seed, and water until vegetation is established.
- Plant vegetative ground cover in disturbed areas as soon as possible.
- Use street sweepers, water trucks, or sprinkler systems in sufficient quantities to prevent airborne dust from leaving the site. Reclaimed (non-potable) water should be used whenever possible.
- Spray dirt stock pile areas daily as needed (without causing off-site runoff).
- Place gravel on all roadways and driveways as soon as possible after grading. In addition, construct building pads as soon as possible after grading unless seeding, soil binders, or frequent water application are used.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

- Not exceed a 15-mph vehicle speed for all construction vehicles on any unpaved surface at the construction site.
- Cover or maintain at least 2 feet of freeboard (minimum vertical distance between top of load and top of trailer) on all trucks hauling dirt, rock, sand, soil, or other loose materials in accordance with California Vehicle Code Section 23114.
- Limit unpaved road travel to the extent possible, for example, by limiting the travel to and from unpaved areas, by coordinating movement between work areas rather than to central staging areas, and by busing workers where feasible.
- Install wheel washers where vehicles enter and exit unpaved roads onto streets, or wash off trucks and equipment leaving the site, and inspect vehicle tires to ensure free of soil prior to carry-out to paved roadways.
- Sweep streets at the end of each day, or as needed, if visible soil material is carried onto adjacent paved roads. Water sweepers with reclaimed water shall be used where feasible.

56. **Dry Season Excavation and Testing of Discharge (EIR Mitigation Measure MM HAZ-2.1):** Construction shall be timed for dry-season excavation of potentially contaminated areas in order to minimize the amount of groundwater that could be generated by dewatering. To ensure that groundwater discharges during construction do not pose an environmental hazard, the applicant shall test exposed groundwater prior to discharge to ensure that PERC levels are below actionable levels. If above actionable levels, groundwater sources shall be treated to regulated levels prior to discharge.

57. **Noise Barriers (EIR Mitigation Measure MM N-1.2):** Construction shall use temporary noise barriers along the project boundary to break the line of sight between construction equipment and adjacent sensitive receptors as well as the adjacent Monterey Bay Aquarium offices. The temporary noise barrier shall be designed to reduce construction noise by a minimum of 10 dB. To achieve this, the barrier may consist of steel tubular framing, welded joints, a layer of 18-ounce tarp, a two-inch thick fiberglass blanket, a half-inch thick weatherwood asphalt sheathing, and 7/16-inch sturdy board siding. Additionally, to avoid objectionable noise reflections, the source side of the noise barrier shall be lined with an acoustic absorption material. Temporary construction noise barriers shall be used at the following locations where construction noise impacts to sensitive receptors have been identified:

- Along the northeastern project boundary along Dewey Avenue
- Along the northern project boundary along Ocean View Boulevard
- Between the construction area and the Monterey Bay Aquarium administrative office building

This measure shall be implemented with MM BIO-1.1 to provide multi-purpose noise attenuation.

58. **During-Construction Pollution Prevention (a):** During construction, the developer shall employ storm water best management practices (BMPs) for erosion and sediment control, prevention of non-stormwater discharges, and implement good housekeeping and construction waste management practices to protect the storm drainage system and water quality as required by City Code Section 9.30.130(c), the City Phase II NPDES Permit, State

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

Water Resources Control Board (SWRCB) Construction General Permit (CGP), and the Monterey Regional Storm Water Management Program (MRSWMP).

59. **During-Construction Pollution Prevention (b)**: Construction activities subject to BMP requirements shall continuously employ measures to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality, contamination, or unauthorized discharge of pollutants.

60. **During-Construction Pollution Prevention (c):** Whenever construction activity is being done contrary to and in violation of Municipal Code Chapter 9.30, the Public Works/Community Development Director may order that construction activity to stop by posting a written notice on the premises. All persons shall immediately stop such work unless or until the public works director authorizes removing the stop work order and allows construction activity to proceed.

61. **Native American Consultation and Participation (EIR Mitigation Measure MM TCR-1.1):** Consistent with current California requirements and LCP policy, the project's Archaeological Monitoring and Treatment Plan will be provided to representatives of the Ohlone Costanoan Esselen Nation for review and comment as part of the City's consultation process. Amendments to this plan will be made as necessary following the completion of the consultation process. During project construction, a Native American monitor assigned by the Ohlone/Costanoan Esselen Nation (OCEN) tribal leadership will be present for all ground disturbance. If any tribal cultural resources are found, the project applicant and/or its contractor shall cease all work within 100 feet of the discovery and immediately notify the City of Pacific Grove Planning Division. The OCEN Native American monitor(s) will contact the OCEN Tribal Chair and in consultation with the City and an archeologist evaluate the finds. Appropriate mitigation measures for the inadvertently discovered tribal cultural resource shall be at the direction of OCEN tribal leadership. The City and tribal representative shall consider the mitigation recommendations and agree on implementation of the measure(s) that are feasible and appropriate. Such measures may include reburial of any ancestral remains, avoidance, preservation in place, excavation, documentation, or other appropriate measures.

62. **Reporting of Monitoring Results (EIR Mitigation Measure MM TCR-1.2):** At the completion of grading, excavation, and ground disturbing activities on the site, an Archaeological and Paleontological Monitoring Report shall be submitted to the City and the project applicant documenting all monitoring activities and observations. This report shall document any impacts to known resources on or adjacent to the property; describe how each mitigation measure was fulfilled; document the type of cultural resources identified and the disposition and treatment of such resources; provide evidence of the required cultural sensitivity training for the construction staff held during the required pre-construction meeting; and, in a confidential appendix, include the daily/weekly monitoring notes from the Project Archaeologist and tribal monitor(s). All reports produced will be submitted to the Northwest Information Center (NWIC) at Sonoma State University and the State Historic Preservation Office as required.

    Any TCRs will be handled and reburied in a location designated through coordination with the OCEN tribal leadership in a location that will not be subject to further disturbance. Following repatriation, a legal description and map showing the reburial location shall be prepared by the Project Engineer and filed with the NAHC, NWIC, and the City.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

Prior to Certificate of Occupancy

63. **Roadway Improvements for New Sewer Line Route.** Prior to certificate of occupancy, the segment of Sloat Avenue from its proposed terminus at the hotel back of house operations to Dewey Avenue, and the segment of Dewey Avenue from Sloat Avenue to Ocean View Boulevard shall be repaved from curb to curb by the project applicant. Complete reconstruction of both roadways rather than patching is required, and approval of the completed road work by the Public Works Director is required.

64. **Support of MST Trolley.** The project sponsor shall work with the cities of Pacific Grove and Monterey and with Monterey-Salinas Transit staff, to determine the project sponsor's fair-share funding support of the MST Trolley. The project sponsor shall also work with the cities of Pacific Grove and Monterey and with Monterey-Salinas Transit staff to expand the MST Trolley route to include one or more stops in downtown Pacific Grove.

65. **Project Operations Traffic Management Plan.** The project sponsor shall prepare an operational-phase traffic management plan that describes routes used to access and leave the hotel site for truck deliveries, any hotel-affiliated shuttles including the MST Trolley, valet parking operations, and employee parking. The traffic management plan shall include the requirements of Chapter 16.44 of the Pacific Grove Municipal Code with respect to truck and commercial vehicle deliveries. The traffic management plan shall be submitted for review and approval of the Community Development Director and the Public Works Director.

66. **Noise Control and Noise Management Plan.** The project sponsor shall prepare a noise management plan that describes how noise levels will be monitored and controlled for hotel operations including deliveries, outdoor restaurants and bars, and for events that occur in outdoor areas. The plan shall ensure that all activities and events comply with the regulations on noise levels in the City's Municipal Code. The plan shall identify the phone number and correct hotel staff person or department to call in the event of complaints. In the event that repeated violations (confirmed by the City Police Department) occur, a revised noise management plan shall be submitted to the Community Development Department for review and approval. Any such revised noise management plan may include additional restrictions on hours, locations, or size of events to ensure compliance with City noise regulations.

67. **Crosswalk Installation (EIR Mitigation Measure MM TRA-3.2):** The project sponsor shall fund or install a designated crosswalk across Ocean View Boulevard at Dewey Avenue.

68. **Public Interpretive Display (EIR Mitigation Measure MM CR-1.2):** As a component of the finished project, the project sponsor shall prepare a plan for permanent exhibit/display in consultation with the City of Pacific Grove Community Development Department staff that would commemorate the industrial fish canning history of the American Can Company. The exhibit/display may consist of static, video and/or interactive displays, as deemed appropriate, but should include relevant historical information, interpretive text, historical photographs, and/or drawings that may be based on this Historic Resource Technical Report and/or the HABS documentation. The exhibit/display shall be installed at a publicly accessible location on the project site, near the remaining historic portions of the complex.

Ongoing Operational Conditions

69. **Stormwater Treatment Measure.** The stormwater treatment measures shall be maintained by the property owner in perpetuity. City staff shall be allowed access to inspect all stormwater treatment measures on an annual basis.

70. **Transportation Demand Management Plan Reporting.** One year following the granting of the first certificate of occupancy, and each year thereafter, the property owner of the ATC Hotel parcels shall submit a report on the effectiveness of the project's Transportation Demand Management (TDM) Plan. Should any deficiencies be identified, the report shall indicate what adjustments will be necessary. The annual TDM Plan reports shall be submitted to the Community Development Department and Public Works Department for review and approval.

71. **Valet Parking Operations.** The project sponsor shall ensure that valet parking operations for the hotel minimize interference with normal roadway operations at project entrances and avoid queuing back-ups onto City streets. Should such interference and queuing back-ups occur, the project sponsor shall identify and implement operational improvements to ensure acceptable roadway operations. The project sponsor shall also maintain a long-term lease for the Upper Lot for valet parking uses. A copy of documentation of the lease shall be provided to Community Development staff prior to issuance of the building permit. Prior to the expiration or discontinuation of the leased use of the Upper Lot, the project sponsor shall secure a lease or other arrangement for additional valet parking uses within ¼ mile of the site and shall provide documentation of this lease to Community Development staff.

72. **Alcoholic Beverage Sales.** Proposed alcoholic beverage sales for the hotel and ancillary uses to the hotel such as restaurants and bars shall comply with the requirements of Section 23.64.290 of the Pacific Grove Municipal Code. Non-hotel related commercial establishments proposing to sell alcoholic beverages shall obtain a separate administrative use permit or use permit as appropriate in accordance with Sections 23.70.030 and 23.70.080 of the Pacific Grove Municipal Code.

73. **Pool Draining Measures.** Draining of the pools for major maintenance work would need to be conditioned to limit flow rates during such maintenance work to ensure that the capacity of the sanitary sewer pump station on Ocean View Boulevard is not exceeded

74. **Coastal Access Parking.** The project shall provide a minimum of 24 parking spaces available to the public including for coastal access purposes. Prior to certificate of occupancy, the project sponsor shall identify the method to monitor and ensure the provision of such coastal access parking.

75. **Maintenance of Landscaping and Lighting.** All landscaping, hardscaping, paved areas, and lighting shall be maintained in good condition for the life of the project. Any plants that die or are diseased shall be promptly removed and replaced. Trees and shrubs shall be pruned regularly and kept in good health. Groundcover shall be similarly maintained as needed. Paved areas and hardscaping shall be maintained and repaired or replaced if not in good condition. All lighting equipment, bulbs, conduit, shall be maintained and replaced in-kind as needed. Any deficiencies noted by City staff shall be addressed within 7 calendar days of written notice of non-compliance by the City.

76. **On-Site Lower-Cost Overnight Accommodations and Payment of In-lieu Lower-Cost Overnight Accommodations Fees.** In compliance with the City's requirement for inclusion of lower-cost overnight accommodations for new hotels, prior to the issuance of building permits, the project sponsor shall provide for Community Development Director review and approval, a revised project description noting that 56 hotel rooms will be available as on-site lower-cost overnight visitor accommodations, the eligibility requirements for such rooms, and how the lower-cost overnight visitor accommodations program will be implemented. In addition, the project sponsor shall pay $8,000.00 into the City's fund for development of lower-cost overnight accommodations as the in-lieu contribution for the 0.25-unit fractional remainder to meet the City's 25% minimum number of lower-cost overnight accommodations.

DocuSign Envelope ID: 95C8C99B-8E5F-4A6D-9A7C-319759C1B9F2

77. **Use of Entitlement Water.** Use of entitlement water deriving from the Pacific Grove Local Water Project to meet project water demand shall not be allowed in the event the State Water Resources Control Board transmits its written objection to reliance on such entitlement water.

- END OF CONDITIONS -

The undersigned hereby acknowledge and agree to the approved terms and conditions, and agree to fully conform to, and comply with, said terms and conditions.

Foursome Development Company, Owner (ATC site)	Date
Marion L. Paul Living Trust and Forest Paul, Owner (124 Central Ave. parcel)	Date
CCS Pacific Grove Manager, LLC, Applicant	Date

DocuSign Envelope ID: DA772F2E-9270-415F-A378-F9A5930178AF

RESOLUTION NO. 22-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE, CALIFORNIA, DECLARING THE CITY'S INTENT TO VACATE EXCESS RIGHT-OF-WAY LOCATED ON SLOAT AVENUE, EXCEPTING AND RESERVING RIGHTS FOR EXISTING PUBLIC UTILITY FACILITIES, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING ON SAID RIGHT-OF-WAY VACATION

WHEREAS, the vacation of public easements and right-of-ways in California is governed by the provisions under Division 9, Part 3 of the California Streets and Highways Code ("CSHC") and extends from section 8300 through 8368; and

WHEREAS, Section 8320 of the CSHC sets forth the procedure by which a city may initiate a proceeding to vacate a right-of-way on its own initiative by setting a hearing and causing the publishing and posting of the notices of the hearing; and

WHEREAS, Section 8324 of the CSHC authorizes the City Council to impose conditions on the vacation of a street or highway, which conditions shall be satisfied before the resolution of vacation is recorded and effective; and

WHEREAS, the City of Pacific Grove ("City") currently maintains for roadway purposes an easement approximating 26,778 square feet used for public road right-of-way purposes located in the City on Sloat Avenue (the "Excess Right-of-Way"), which is adjacent to the proposed American Tin Cannery ("ATC") Hotel and Commercial development (together, the "ATC Development"). Notwithstanding this intent to vacate the City retains any other interest it may have in the Excess Right of Way; and

WHEREAS, on January 12, 2022, the City Council of the City of Pacific Grove certified an EIR (SCH #2019110152) for the ATC Development and approved the requisite planning approvals for the ATC Development; and

WHEREAS, given the ATC Development approval by the City, the Excess Right-of-Way is currently used by the City as a public road right-of-way but is no longer needed for this purpose; and

WHEREAS, the City intends to initiate the process for vacating the Excess Right-of-Way, by setting a time and place for a public hearing on the vacation and directing the City Clerk to provide, publish, and post all required notices.

NOW, THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE, MONTEREY COUNTY, CALIFORNIA, AS FOLLOWS:

DocuSign Envelope ID: DA772F2E-9270-415F-A378-F9A5930178AF

SECTION 1. Each finding set forth above is adopted as true and correct.

SECTION 2. The location of the Excess Right-of-Way subject to vacation is depicted and described in Exhibit A attached to this Resolution and incorporated herein, and is summarized as that portion of right-of-way approximating 26,778 square feet and located on Sloat Avenue between Eardley Avenue and Dewey Avenue.

SECTION 3. The City Council hereby declares an intention to initiate the process for vacating the Excess Right-of-Way, pursuant to Section 8320 of the CSHC, subject to those terms and conditions set forth in the vacation resolution.

SECTION 4. The City certified an Environmental Impact Report ("EIR") on January 12, 2022 for the ATC Development (SCH #2019110152) and made the requisite CEQA findings for the certification of the EIR. The EIR evaluated the environmental impacts of the project including the development and uses of the subject Property, and as such, no additional CEQA review is required.

SECTION 5. The City Council hereby sets a public hearing on the proposed vacation of the Excess Right-of-Way for February 2, 2022 at 6:00 pm, or as soon thereafter as the matter may be heard, at the City Council Chamber, 300 Forest Ave, Pacific Grove, California 93950. At the conclusion of the public hearing, the City Council shall determine, from all evidence submitted, whether or not the Excess Right-of-Way proposed to be vacated is necessary for present or prospective public use.

SECTION 6. The City Clerk is hereby directed to post this Resolution of Intention and publish notices of the public hearing for at least two successive weeks prior to the date set for public hearing, pursuant to the requirements of CSHC Section 8322. Notices of the proposed vacation shall additionally be posted along the line of the Excess Right-of-Way proposed to be vacated, pursuant to the requirements of CSHC Section 8323.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 12th day of January, 2022, by the following vote:

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

APPROVED:

DocuSigned by:
Bill Peake
2E6F9DE48137414...

BILL PEAKE, Mayor

DocuSign Envelope ID: DA772F2E-9270-415F-A378-F9A5930178AF

ATTEST:
DATED: 1/18/2022

DocuSigned by:
Sandra Kandell
4F11A61C850B4E1...

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

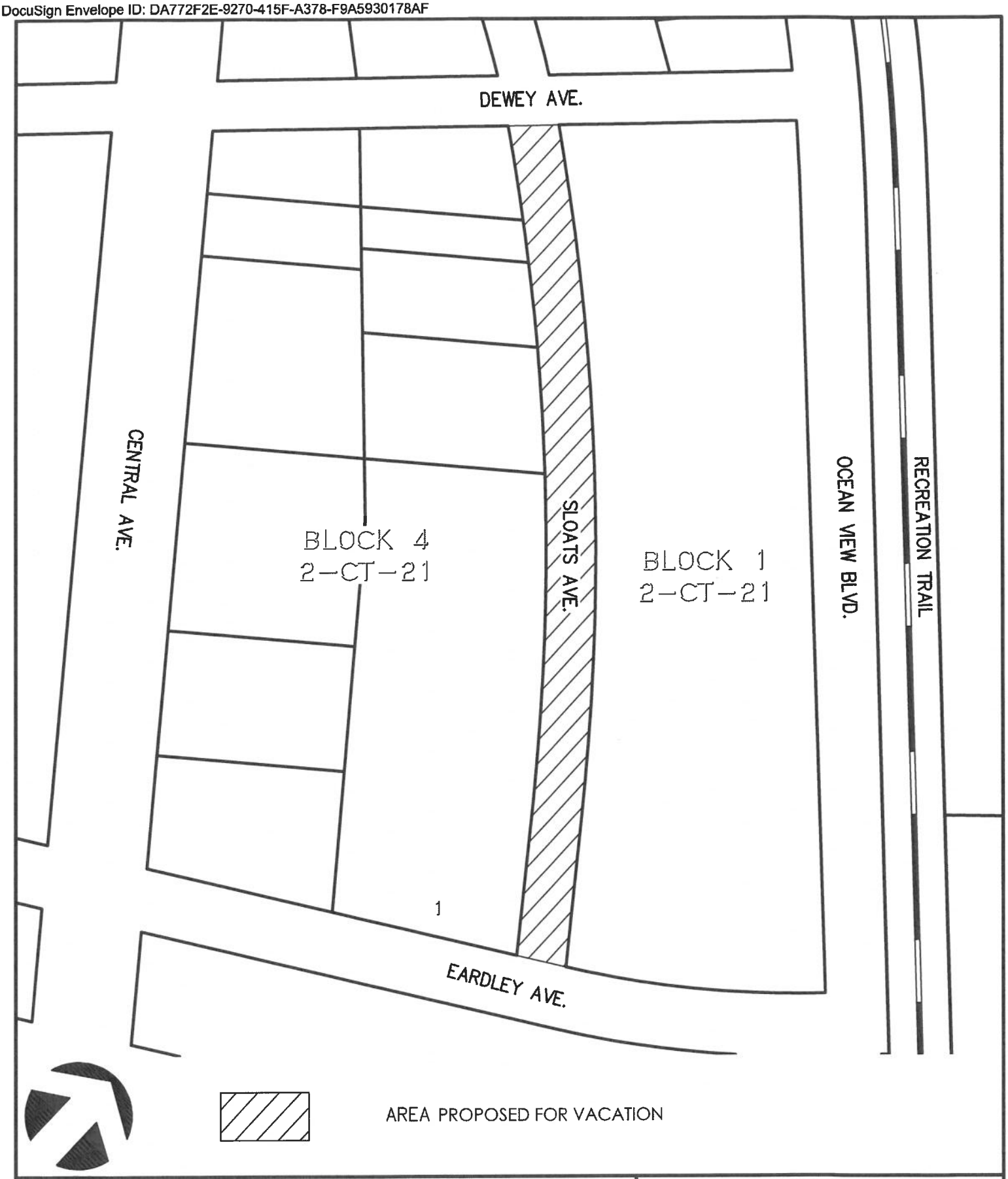
DocuSigned by:
David C. Laredo
F06545E32B2846E...

DAVID C. LAREDO, City Attorney

DocuSign Envelope ID: DA772F2E-9270-415F-A378-F9A5930178AF

Exhibit A

DocuSign Envelope ID: DA772F2E-9270-415F-A378-F9A5930178AF



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "A"

SLOAT AVENUE AREA PROPOSED TO BE VACATED

PACIFIC GROVE, CALIFORNIA

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

RESOLUTION NO. 22-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE, CALIFORNIA CONDITIONALLY AUTHORIZING THE VACATION OF EXCESS RIGHT-OF-WAY LOCATED ON SLOAT AVENUE, EXCEPTING AND RESERVING RIGHTS FOR EXISTING AND PROPOSED PUBLIC UTILITY FACILITIES

WHEREAS, the City of Pacific Grove ("City") passed Resolution No. 22-003 on January 12, 2022, declaring its intention to vacate the excess public right-of-way easement on the real property located on Sloat Avenue (the "Excess Right-of-Way"), which is approximately 26,778 square feet and adjacent to the proposed American Tin Cannery Hotel and Commercial development (together, the "ATC Development"); and

WHEREAS, the proposed adjacent ATC Development includes certain development and uses on a portion of the Excess Right-of-Way which the City will no longer need to maintain once the ATC Development is approved and constructed; and

WHEREAS, the City certified an Environmental Impact Report (EIR) on January 12, 2022, for the ATC Development (SCH #2019110152) and made the requisite CEQA findings for the certification of the EIR. The EIR evaluated the environmental impacts of the project including the development and uses of the subject Excess Right-Of-Way, and as such, no additional CEQA review is required; and

WHEREAS, on October 28, 2021 and November 18, 2021, the Planning Commission conducted a duly-noticed public hearing on the ATC Development and reviewed the vacation for conformity with the General Plan in accordance with Government Code Section 65402; and

WHEREAS, on January 12, 2022, the City Council heard an appeal of the Planning Commission's decision on the ATC Development and reviewed the vacation for conformity with the General Plan in accordance with Government Code Section 65402. The City Council found the vacation of the subject Excess Right-of-Way to be in conformance with the City's General Plan; and

WHEREAS, Division 9, Part 3, Chapter 3 of the Streets and Highways Code of the State of California, allows the City Council to adopt a resolution vacating excess street right-of-ways that are no longer required for street purposes, excepting and reserving rights for existing and proposed public utility facilities; and

WHEREAS, the Excess Right-of-Way described in both legal and map form in Exhibits A and B, is no longer needed for street purposes should the ATC Development receive all necessary Planning entitlements and Building Permits as well as approvals for any associated relocation or rerouting of existing public and private utilities; and

WHEREAS, the City Council has duly considered the staff report and public comments, if any, and desires to vacate the Excess Right-of-Way.

NOW THEREFORE, BE IT FOUND, DETERMINED, AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE, MONTEREY COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. The Recitals of this Resolution are true and correct and are hereby incorporated into this Resolution as though fully set forth herein.

SECTION 2. The City Council hereby elects to proceed under and pursuant to the provision of Division 9, Part 3, Chapter 3 of the Streets and Highways Code of the State of California, and in particular, Sections 8324 thereof, and hereby orders the vacation of the Excess Right-of-Way described in Exhibit A, and shown on the plot labeled Exhibit B, attached hereto.

SECTION 3. This resolution shall take effect only upon, and the vacation of the Excess Right-of-Way is conditioned upon and shall not be effective until, the occurrence of all of the following:

a. Developer of the ATC Development has submitted a plan or plans for utility relocation and maintenance (including the temporary protection or provision for utility connection to adjacent properties throughout the course of construction) of existing public and private utilities, including but not limited to fiber optics owned by the Monterey Bay Aquarium Foundation, which is approved by the City and the appropriate utility; and
b. The City and Developer have entered into a legally binding Disposition and Development Agreement for the conveyance of the City's interest in the land underlying the existing easement. If the City and Developer do not enter into such Disposition and Development Agreement this Resolution will be null and void; and
c. The City has to its reasonable satisfaction determined that the existing rights of the property owners on the south side of the Excess Right-of-Way, including the right to access, use, and develop their parcels now and in the future, consistent with state and local law, have been maintained or an alternative arrangement has been made consistent with the terms of the Disposition and Development Agreement.
d. Pursuant to that Disposition and Development Agreement the City's interest in the land underlying the Excess Right-of-Way has been conveyed from the City to the Developer; and
e. This resolution has been recorded by the City Clerk with the Monterey County Recorder following the Close of Escrow, as that term is defined in the Disposition and Development Agreement, and the City's interest in the underlying property has been quit claimed from the City to the Developer.

SECTION 4. That from and after the date this resolution is recorded, the Excess Right-of-Way is vacated and no longer constitutes a public right-of-way.

SECTION 5. The Mayor shall sign and the City Clerk shall attest to the passage of this Resolution.

PASSED, APPROVED, AND ADOPTED this 18th day of May, 2022.

AYES:

NOES:

ABSENT:

APPROVED:

_____
Bill Peake, Mayor

ATTEST:

_____
Sandra Kandell, City Clerk

APPROVED AS TO FORM:

_____
David C. Laredo, City Attorney

Exhibit A

EXHIBIT "A"
SLOATS AVENUE
LEGAL DESCRIPTION

Certain real property situate in the City of Pacific Grove, County of Monterey, State of California, described as follows:

Being a portion of that certain street shown as Sloats Avenue on that certain map filed on August 17, 1909 as Volume 2 Cities and Towns at Page 21 of said County, more particularly described as follows:

Being all that right of way of Sloats Avenue lying between Eardley Avenue and Dewey Avenue.

Containing an area of 0.61 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

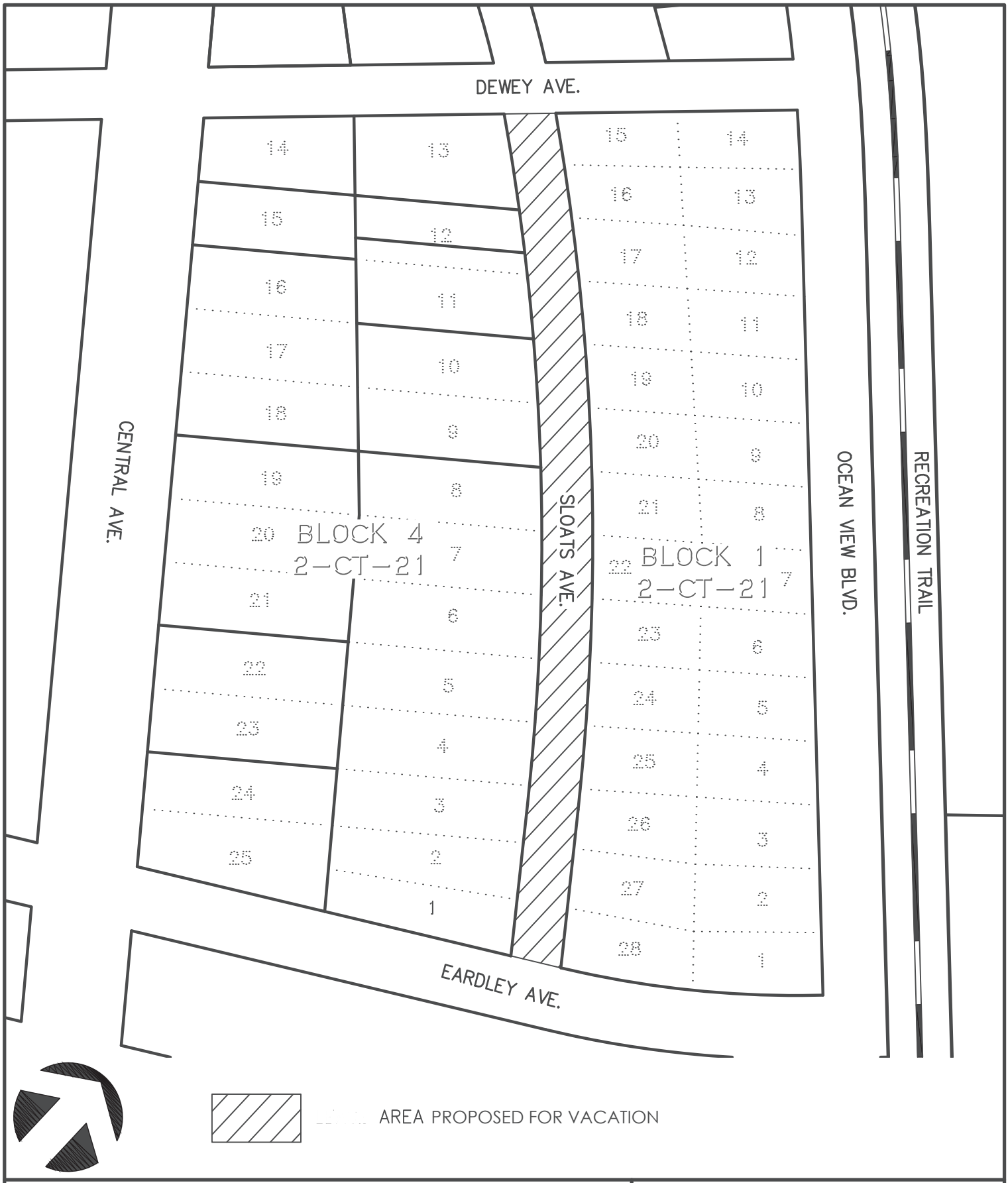
END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3400.00



Exhibit B



PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "B"

SLOAT AVENUE AREA PROPOSED TO BE VACATED

PACIFIC GROVE, CALIFORNIA

Whitson ENGINEERS

Civil Engineering + Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

CALIFORNIA COASTAL COMMISSION
CENTRAL COAST DISTRICT
725 FRONT STREET, SUITE 300
SANTA CRUZ, CA 95060
PHONE: (831) 427-4863
EMAIL: CENTRALCOAST@COASTAL.CA.GOV
WEB: WWW.COASTAL.CA.GOV

Th15b

Appeal Filed:	1/27/2022
Action Deadline:	None
Staff:	KK/MF/KV - SC
Staff Report:	3/22/2024
Hearing Date:	4/11/2024

STAFF REPORT
SUBSTANTIAL ISSUE & CDP DETERMINATIONS

Appeal Number:	**A-3-PGR-22-0004**
Applicant:	Foursome Development Company
Appellants:	Commissioners Linda Escalante and Caryl Hart, Pacific Grove Coast Watch, Kim Akeman, Thom Akeman, Anthony Ciani, Jane Haines, and Michelle Raine
Local Government:	City of Pacific Grove
Local Decision:	Approved by the City of Pacific Grove City Council on January 12, 2022 (City Coastal Development Permit Application Number 19-0363)
Project Location:	Roughly 6-acre site just inland of Ocean View Boulevard between Dewey and Eardley Avenues and extending inland to Central Avenue, including the Sloat Avenue public right-of-way, currently mostly occupied by the American Tin Cannery commercial building just downcoast of the Monterey Bay Aquarium and Cannery Row, and just inland of Stanford University's Hopkins Marine Station, in the City of Pacific Grove near the border with the City of Monterey in Monterey County
Project Description:	Partial demolition and a complete redevelopment and expansion of the existing American Tin Cannery and nearby buildings to create a new 225-room hotel resort with related development (e.g., two pools, a spa and fitness center, restaurants, banquet/meeting rooms, underground and surface parking (some 290 spaces, including 255 valet parking spaces), and approximately 11,000 square feet of retail uses), totaling some roughly 350,000 square feet of total floor area; vacation of portions of the Sloat Avenue

public street and portions of Ocean View Boulevard for private hotel use; and related development.

Staff Recommendation: Substantial Issue Exists; Approval with Conditions

IMPORTANT HEARING PROCEDURAL NOTE

Please note that at the hearing for this item the Commission will not take testimony on staff's substantial issue recommendation unless at least three Commissioners request it. Commissioners may ask questions of the Applicant, aggrieved persons (i.e., generally persons who participated in some way in the local permitting process), the Attorney General, the Executive Director, and their proxies/representatives prior to determining whether or not to take such testimony. If the Commission does decide to take such testimony, then it is generally limited to three minutes total per side (although the Commission's Chair has the discretion to modify those time limits). Only the Applicant, aggrieved persons, the local government, and their proxies/representatives are allowed to testify during this substantial issue phase of the hearing. Other interested parties may submit comments in writing. If the Commission finds that the appeal raises a substantial issue, then the Commission takes jurisdiction over the underlying coastal development permit (CDP) application, and it will then review that application immediately following that determination (unless that portion of the hearing is postponed), at which time all persons are invited to testify. If the Commission finds that the appeal does not raise a substantial issue, then the local government CDP decision stands, and is thus final and effective.

SUMMARY OF STAFF RECOMMENDATION

On January 12, 2022, the City of Pacific Grove City Council, overturning the City Planning Commission's denial, approved a CDP for the development of a 225-room hotel-resort facility with over 350,000 square feet of total floor area at the roughly six-acre American Tin Cannery (ATC) site and on portions of public street rights-of-way near the shoreline of the Monterey Bay in Pacific Grove. The appeals contend that the City's approval of the CDP raises questions regarding its consistency with City Local Coastal Program (LCP) provisions and Coastal Act public access provisions related to water supply, lower-cost accommodations, public access, public views and community character, habitat protection, and historic resources.

After thoroughly reviewing the local record in light of applicable Coastal Act and LCP provisions and the substantive issues raised, staff recommends that the Commission find that the appeals raise substantial issues with respect to such Coastal Act/LCP requirements, and thus that the Commission take jurisdiction over the CDP application for the proposed project. Staff further recommends that the Commission, after public hearing, approve a conditioned CDP for the hotel resort project that appropriately addresses the Coastal Act and LCP requirements applicable here.

To be clear, this proposed project is the culmination of over a decade of visioning and planning, with some start and stop moments along the way. Over the years, Commission staff had welcomed the concept of a new hotel at the ATC site, including to better activate it over the existing retail/commercial mix. In fact, when the LCP was

certified for the first time in 2020, this particular CDP application proposal was in its infancy, and thus part of City and Commission staff collaborations at that time focused on provisions specific to the ATC site and a potential project here. The site's large size, and its conspicuous location adjacent to the Monterey Bay Aquarium, the Monterey Bay Coastal Recreation Trail, and the City limits themselves, all serve to define it as a true 'gateway' site of immense importance to the City. It was therefore key to ensure that the LCP clearly circumscribed the goals, objectives, and requirements for this site to ensure that any proposed development here respects and responds to those needs.

However, as the Applicant unveiled the proposed project's parameters, it became readily apparent to staff that the proposal was missing key components necessary for an approvable project consistent with applicable Coastal Act and LCP provisions. At a broad level, this was because the proposal appeared to oversubscribe the site, with issues emanating thereto (including related to water supply, public views and access, and lower-cost accommodations) unaddressed. Staff opined at various junctures to the City and Applicant on these points, including even ultimately advising the City Council prior to its CDP hearing in January 2022 not to take a CDP action at that time as the project did not appear Coastal Act and LCP consistent, and suggesting that it would be prudent to hold off on an action until relevant supporting materials and data could be developed in support of approving a project. The City Council ultimately did not heed that advice, and approved the CDP anyways, after which it was promptly appealed to the Commission.

As explained in detail in the Substantial Issue section of this report, that City CDP approval, in staff's view, suffers from some key analytic problems related to a host of important coastal resource issues, leading to Coastal Act and LCP inconsistencies. For example, issues related to the Monterey Peninsula's chronic water supply inadequacies were inadequately addressed by rote reliance on the Monterey Peninsula Water Management District's water allocation procedures, lower-cost accommodations were deemed infeasible until the very last City Council meeting when some amount were then found to be feasible subject to a completely insufficient additional in-lieu mitigation fee, public access impacts were left unmitigated when the LCP requires such access to be maximized for additional public benefit, public views and community character did not appear to have been appropriately evaluated, and issues related to potential offsite construction impacts, including on adjacent sensitive offshore environments, were not sufficiently detailed nor protective, to name the main, but not all of the issues. To be sure, these are very detailed and complex issues on a host of core LCP and Coastal Act resource topics and concerns, and they were all insufficiently addressed. That fact, combined with the scope, magnitude, and overall importance of this site/project to the City, all necessarily took staff time to work through the issues, meet with various stakeholders, and ultimately work with the Applicant on project changes that respond to and respect the Coastal Act and LCP prescriptions for the site and a project of this nature. The end result of this process is the revised project as proposed, and as proposed to be conditioned, on de novo review.

The revised project generally maintains the overarching premise of the City-approved version, including that it is comprised of a resort hotel facility, but is generally smaller at some 206 units (down from 225, and a reduction of some 85,000 square feet of hotel

development) and it has abandoned certain elements (e.g., a reduction in retail space). In its place, the project now includes new public access elements, including a new public park and plaza at the corner of Ocean View Boulevard, which also provides direct access to new a 'living roof' garden space open and available for public use and enjoyment with sweeping Monterey Bay views. These and other new access elements, including a new public restroom directly accessible from Dewey Avenue, along with the Commission's typical suite of special conditions requiring such elements to be open and available for public use and enjoyment, and to do so in a visually compatible manner, all meet key Coastal Act and LCP requirements for this site. The reduced scope of the project also helps to better address public view and character concerns, as well as to more clearly align the project with the LCP's water supply requirements, including ensuring that the project uses no more water than what the existing ATC site is currently physically equipped to use. On this point, water is a key limiting factor and constraint to new development on the Monterey Peninsula, where new development remains subject to significant restrictions largely emanating from a State Water Resources Control Board Cease and Desist Order that severely limits water withdrawals and what such water is allowed to be used for. Thus, necessarily, a large part of staff's evaluation efforts focused on these water supply questions, including working directly with the numerous State and local entities involved in Peninsula water regulation to understand their perspectives and requirements. Ultimately, staff believes that the project herein, including as it is conditioned, best applies those understandings through a Coastal Act/LCP lens. Similarly, the project includes less grading and site disturbance, and now includes a much more robust set of biological monitoring protocols, including incorporating recommendations from local harbor seal groups as well from fellow resource agencies and scientific experts, to ensure that impacts are either avoided or promptly addressed, up to and including a stop-work order should specific adverse impacts be identified, where staff believes that such habitat precautions appropriately address potential habitat and related species concerns.

And, lastly, after much discussion and deliberation, the Applicant has proposed a significant lower-cost overnight accommodations mitigation package, all of which would be accommodated on-site and without the need for in-lieu mitigation fees. The package includes providing 18 lower-cost standard hotel rooms within the hotel itself, where the cost would be no more than $184 per night (inclusive of parking, resort fees, and any other hotel charges), where $184 is the current lower cost threshold as applied by the LCP. The package also includes a 16-unit/64-bed group wing providing for shared accommodations (with 4 beds per room that would share a bathroom between every two rooms), where the rates would be set at $85 per bed, which can serve as a lower-cost option for single travelers and couples. And finally, the package also includes a commitment to group programming, whereby the Applicant proposes to bring lower-income youth, school groups, and other underrepresented communities to the group wing for at least 300 bed-nights (i.e., one guest per bed per night) per year, 150 of which would be free and the remainder would be capped at lower cost rates. As explained in detail in this report, given the difficulty in building new overnight accommodation units of any kind in Pacific Grove, let alone lower cost units, it is important to take full advantage of these limited opportunities when such lower cost units and opportunities can be accommodated – and accommodated here <u>on-site</u> – including when the LCP explicitly identifies on-site lower cost accommodations as the

first priority. And this project also provides an important opportunity to provide for a mix of on-site accommodations to serve various users, including families, singles/couples, and groups, and should help to further public coastal access, lower-cost accommodation, and environmental justice objectives, and to help to truly work towards 'access for all'.

In conclusion, staff acknowledges that this project has been controversial, with many supporters and opponents on either side for a variety of reasons, and further acknowledges that all such interested parties' input to date has made for a much improved project in relation to the Coastal Act and the LCP compared to when it was approved locally. Staff also acknowledges the Applicant's patience and willingness to thoughtfully engage on the issues, and notes that the Applicant is in full agreement with the staff recommendation. Ultimately, staff believes that the end result is a project that appropriately addresses Coastal Act and LCP requirements in a way that should provide a welcome and important addition to the City. As such, staff recommends the Commission approve a conditioned CDP for the revised project, for which the motions and resolutions to do so are found on page 7.

TABLE OF CONTENTS

1. MOTIONS AND RESOLUTIONS 7
A. Substantial Issue Determination 7
B. CDP Determination 7
2. STANDARD CONDITIONS 8
3. SPECIAL CONDITIONS 8
4. FINDINGS AND DECLARATIONS 26
A. Project Location 26
B. Project Description 27
C. City of Pacific Grove CDP Approval 28
D. Appeal Procedures 31
E. Summary of Appeal Contentions 32
F. Standard of Review 33
G. Substantial Issue Determination 33
1. Water Supply 33
2. Lower-Cost Accommodations 42
3. Public Views/Community Character 51
4. Public Access 55
5. Habitat Resources 61
6. Historic Resources 66
7. The “Five Substantial Issue” Factors 69
H. De Novo Coastal Development Permit Determination 71
1. Proposed Project 71
2. Water Supply 71
3. Lower-Cost Accommodations 75
4. Public Views/Community Character and Public Access 80
5. Habitat Resources 84
6. Archaeological/Cultural Resources 85
7. Other 86
I. California Environmental Quality Act (CEQA) 87
5. APPENDICES 88
A. Substantive File Documents 88
B. Staff Contact with Agencies and Groups 88

EXHIBITS
Exhibit 1: Project Location
Exhibit 2: Project Area Photos
Exhibit 3: City of Pacific Grove Final CDP Approval
Exhibit 4: Project Plans
Exhibit 5: Appeals of City CDP Action
Exhibit 6: Lower-Cost Accommodations In-Lieu Fee Assumptions/Calculations
Exhibit 7: Coastal Commission Staff Comments on Local CDP Process/Action

PUBLIC CORRESPONDENCE RECEIVED

EX PARTE COMMUNICATIONS

MOTIONS AND RESOLUTIONS

A. Substantial Issue Determination

Staff recommends that the Commission determine that a **substantial issue** exists with respect to the grounds on which the appeals were filed. A finding of substantial issue would bring the CDP application for the proposed development under the jurisdiction of the Commission for a de novo hearing and action. To implement this recommendation, staff recommends a **NO** vote on the following motion. Failure of this motion will result in a de novo hearing on the CDP application, and adoption of the following resolution and findings. Passage of this motion will result in a finding of no substantial issue and the local action will become final and effective. The motion passes only by affirmative vote of a majority of the Commissioners present.

Motion: *I move that the Commission determine that Appeal Number A-3-PGR-22-0004 raises no substantial issue with respect to the grounds on which the appeals have been filed under Section 30603 of the Coastal Act, and I recommend a no vote.*

Resolution to Find Substantial Issue: *The Commission hereby finds that Appeal Number A-3-PGR-22-0004 presents a substantial issue with respect to the grounds on which the appeals have been filed under Section 30603 of the Coastal Act regarding consistency with the certified City of Pacific Grove Local Coastal Program and/or the public access provisions of the Coastal Act.*

B. CDP Determination

Staff recommends that the Commission, after public hearing, **approve** a coastal development permit for the proposed development. To implement this recommendation, staff recommends a **YES** vote on the following motion. Passage of this motion will result in approval of the CDP as conditioned and adoption of the following resolution and findings. The motion passes only by affirmative vote of a majority of the Commissioners present.

Motion: *I move that the Commission approve Coastal Development Permit Number A-3-PGR-22-0004 pursuant to the staff recommendation, and I recommend a yes vote.*

Resolution to Approve CDP: *The Commission hereby approves Coastal Development Permit Number A-3-PGR-22-0004 and adopts the findings set forth below on grounds that the development as conditioned will be in conformity to with the City of Pacific Grove Local Coastal Program. Approval of the permit complies with the California Environmental Quality Act because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the development on the environment, or 2) there are no further feasible mitigation measures or alternatives that would substantially lessen any significant adverse impacts of the development on the environment.*

1. STANDARD CONDITIONS

This permit is granted subject to the following standard conditions:

1. **Notice of Receipt and Acknowledgment.** The permit is not valid, and development shall not commence, until a copy of the permit, signed by the Permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.

2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.

3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.

4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.

5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the Permittee to bind all future owners and possessors of the subject property to the terms and conditions.

2. SPECIAL CONDITIONS

This CDP is granted subject to the following special conditions:

1. **Revised Final Plans.** PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit two full size sets of Revised Final Plans to the Executive Director for review and written approval. Such Plans shall be prepared by a licensed professional or professionals (i.e., architect, surveyor, geotechnical engineer, etc.), shall be based on current professionally surveyed topographic elevations for the entire site, shall include a graphic scale, and shall be accompanied by documentation clearly demonstrating compliance with all aspects of this condition (e.g., plant provenance, lighting and glazing specifications, etc.). Such Plans shall be substantially in conformance with the proposed plans (titled American Tin Cannery (ATC) Hotel & Commercial Project, prepared September 8, 2021 and updated December 8, 2021, by Hart Howerton and John C. Hill, A.I.A., dated received in the Coastal Commission's Central Coast District Office on January 20, 2022 as part of the City's Final Local Action Notice, and with such proposed modifications, all as identified in Exhibit 4), but shall be modified to achieve compliance with this condition, including that such Plans shall include the following:

    a. **Ocean View Boulevard Frontage.** The public sidewalk along Ocean View Boulevard, including the elevated portion adjacent to the hotel structure, shall be open and available for public use and enjoyment.

    b. **Parking.** At least 18 spaces in the underground parking garage and 5 spaces

reserved for ATC guests in the Central Avenue lot shall have EV charging stations, and 45 spaces in the underground parking garage and 12 spaces reserved for ATC guests in the Central Avenue lot shall be EV-ready, or as otherwise required under the California Building Code. Two spaces in the Central Avenue lot and 6 in the underground lot shall be ADA accessible, or as otherwise required under the ADA.

c. Design. All development shall incorporate architectural details and varied materials to reduce the apparent mass of the development. Building facades should be broken up by rooflines, offsets, and other such building elements in order to avoid a box-like appearance. Variations in wall planes, detailing, materials, and siding shall be used to create interest and promote as small a scale appearance as possible, where continuity for the overall development shall be assured, while also providing for some variations, including between adjacent buildings. Roof styles and roof lines shall match, unless differences better protect public views. Exterior development shall complement building development, and help to provide visual transition to taller shapes. All surfaces shall use or effectively mimic natural materials and colors sited and designed to help reduce perceived mass and scale, and to best integrate seamlessly into the coastal environment and required landscaping at maturity; garish and/or bright colors shall be prohibited.

d. Greywater System. All greywater system components (including collection, storage, treatment, and redistribution infrastructure) shall be clearly identified, and only minor irrigation components shall be allowed to be above-ground/visible, and only if hidden from public view. The graywater system shall be accompanied by evidence that all applicable authorities (including but not limited to the Monterey County Department of Environmental Health) have signed-off/approved the configuration and use of the system.

e. Water Conservation. All interior and exterior water-using fixtures, appliances, equipment, irrigation infrastructure, and other such components (e.g., faucets, toilets, showers, ice machines, dishwashers, irrigation etc.) shall be certified for low-flow (or ultra-low flow) and high-water efficiency use, and water conservation measures (e.g., easily accessible shut off valves, recirculating pumps, drip and/or micro-spray irrigation, etc.) shall be applied to the maximum feasible extent.

f. Landscaping. All existing landscaping shall be removed and new landscaping shall be planted and maintained in all site areas not covered in hardscape, as well as on the 'living roof' components, where such landscaping shall use species (at maturity) and topographic relief that can provide for screening and softening of all development in public views as much as possible. All such landscaping shall consist of low water-using, locally-sourced, native, non-invasive species appropriate to the Pacific Grove shoreline area, and shall be maintained in a litter-free, weed-free, and healthy growing condition (including through replanting and/or remediation to achieve consistency with this condition). No plant species listed as problematic and/or invasive by the California Native Plant Society, the California Invasive Plant Council, or as may be so identified

from time to time by the State of California, and no plant species listed as a "noxious weed" by the State of California or the U.S. Federal Government shall be planted or allowed to naturalize or persist on the site.

g. Irrigation. All irrigation systems shall limit potable water use to the maximum extent feasible, including via using greywater as much as possible and using irrigation measures designed to facilitate reduced water use overall (e.g., micro-spray and drip irrigation, weather-based irrigation controllers, etc.). Irrigation system components shall be hidden from view as much as possible.

h. Lighting. Exterior lighting shall be wildlife-friendly, shall use lamps that minimize the blue end of the visible spectrum, and shall be limited to the maximum extent feasible to the minimum lighting necessary for safe ingress, egress, and use purposes, where all trail lighting shall be mounted on bollards (or equivalent) no greater than 3 feet tall. All lighting (exterior and interior) shall be sited and designed so that it limits the amount of light or glare visible from both public viewing and natural (e.g., beaches, bluffs, offshore, etc.) areas to the maximum extent feasible (i.e., through using the lowest luminosity possible (no more than 60 watts (incandescent) or equivalent), directing lighting downward and away from public and natural areas, shielding bulbs/light sources from view, prohibiting lighting that blinks or flashes, etc.). All other lighting not meeting such parameters shall be prohibited.

i. Windows and Other Surfaces. All windows shall be non-glare glass, all other surfaces shall be similarly treated to avoid reflecting light, and all windows shall be bird-safe (i.e., windows shall be frosted, partially frosted, or otherwise treated with visually permeable barriers that are designed to prevent bird strikes).

j. Utilities. All utilities (e.g., sewer, water, stormwater, gas, electrical, telephone, data, etc.) shall be clearly identified (including and the manner in which they will connect to offsite distribution networks) and shall be located underground, including that all existing overhead utilities on the site shall be removed.

k. Stormwater and Drainage. All stormwater, drainage, and related water quality infrastructure (e.g., pervious pavements, etc.), with preference given to natural BMPs (e.g., bioswales, vegetated filter strips, etc.), shall be clearly identified. Such infrastructure shall provide that all project area stormwater and drainage is filtered and treated to remove expected pollutants prior to discharge and/or direction to offsite areas; shall retain runoff from the project onsite to the maximum extent feasible (e.g., through the use of pervious areas, percolation pits, engineered storm drain systems, etc.); shall be sized and designed to accommodate runoff from the site produced from each and every storm event up to and including the 85th percentile 24-hour runoff event; shall, in extreme storm situations (i.e., greater than the 85th percentile 24-hour runoff event storm) where such runoff cannot be adequately accommodated on-site through the project's stormwater and drainage infrastructure, ensure that any excess runoff is conveyed off-site in a non-erosive manner; and shall be permanently operated and maintained (where all maintenance parameters for such infrastructure,

including based on manufacturers recommendations, shall be provided), where all such operation and maintenance activities shall be documented and shall be provided upon Executive Director request.

l. Signs. All signs and related project components shall be identified (including details showing their location, materials, design, and text), and all such sign development shall be sited and designed: (1) to limit the number and visibility of all signs; (2) to minimize visibility in public views; (3) to seamlessly integrate into the surrounding environment to the maximum extent feasible (e.g., using natural materials, earth tone colors and graphics, etc.); (4) to limit lighting as much as possible (and be consistent with the lighting requirements specified in Special Condition 1(h) at a minimum); and (5) to be subordinate to the coastal setting.

m. Site Access. Any areas of the site for which specific requirements for access are necessary shall be identified (i.e., employee only, paying customers only, overnight guests only, etc.), where other areas shall be allowed general public access (see also Special Condition 4 for additional detail).

n. Public Access Requirements. All public access areas (including but not limited to general public access to the parking lot, restroom, rooftop garden (and access thereto), interpretive center, courtyard, paths, etc.) and amenities (e.g., bench seating, bike racks, signs, educational kiosk, bike share/rentals, etc.) associated with the approved Public Access Management Plan (see Special Condition 4) shall be identified.

o. Construction Requirements. All construction requirements associated with the Approved Construction Plan (see Special Condition 2) shall be identified as "Required Construction Measures".

All requirements above and all requirements of the approved Revised Final Plans shall be enforceable components of this CDP, and the Permittee shall undertake development in accordance with this condition and the approved Revised Final Plans.

2. Construction Plan. PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit two copies of a Construction Plan to the Executive Director for review and written approval. Such Plan shall, at a minimum, include the following:

a. Construction Areas. All construction activity, staging, storage, and access corridor areas shall be clearly identified in site plan view, where all such areas shall be minimized to the maximum extent feasible, and shall be sited and designed to have the least impact on coastal resources (including by using on-site areas for these purposes unless it is impossible to do so). Construction, including but not limited to construction activities and materials and equipment storage, shall be prohibited outside of such defined construction areas. Special attention shall be given to siting and designing construction areas in order to minimize impacts on the ambiance and aesthetic values of the public access trail opposite Ocean View Boulevard, including but not limited to public views across the site.

b. Construction Methods. All construction methods to be used, including all methods to be used to keep the construction areas separate from public recreational use areas as much as possible (including using unobtrusive temporary fencing or equivalent measures to delineate construction areas), and including verification that operation and storage of equipment and materials will not, to the maximum extent feasible, significantly degrade public access and public views during construction, shall be clearly identified. Special attention shall be given to using construction methods that will minimize impacts on the ambiance and aesthetic values of the public access trail opposite Ocean View Boulevard, including but not limited to public views across the site.

c. Construction Timing/Lighting. Construction shall be prohibited during weekends from Memorial Day weekend until Labor Day, state holidays, and non-daytime hours (i.e., from one-hour after sunset to one-hour before sunrise), and lighting of construction areas affecting public access and public view areas shall be prohibited, unless due to extenuating circumstances the Executive Director authorizes such work or lighting in writing, and subject to all measures determined by the Executive Director to be necessary to ensure maximum coastal resource protection.

d. Construction BMPs. All erosion control/water quality best management practices (BMPs) that will be implemented during construction to protect coastal water quality shall be clearly identified, including at a minimum all of the following:

1. **Runoff Protection.** Silt fences, straw wattles, or equivalent apparatus shall be installed at the perimeter of the construction areas to prevent construction-related runoff and sediment from discharging from the construction areas or entering into storm drains or otherwise offsite or towards the beach and ocean. Special attention shall be given to appropriate filtering and treating of all runoff, and all drainage points, including storm drains, shall be equipped with appropriate construction-related containment, filtration, and treatment equipment.

2. **Equipment BMPs.** Equipment washing, refueling, and servicing shall take place at an appropriate on-site (or offsite and more inland, if more protective of coastal resources), hard-surfaced, level location where collection of materials is facilitated to help contain leaks and spills of hazardous materials to the project site.

3. **Good Housekeeping BMPs.** The construction site shall maintain good construction housekeeping controls and procedures at all times (e.g., clean up all leaks, drips, and other spills immediately; keep materials covered and out of the rain, including covering exposed piles of soil and wastes; dispose of all wastes properly, place trash receptacles on site for that purpose, and cover open trash receptacles during wet weather; remove all construction debris from the site; establish a hazardous materials spill response protocol, and maintain appropriate materials to address spills; etc.).

4. **Erosion and Sediment Controls.** All erosion and sediment controls shall be

in place prior to the commencement of construction as well as at the end of each workday.

e. **Marine Wildlife Protection.** All marine wildlife protection requirements associated with the approved Marine Wildlife Protection Plan (see Special Condition 3) shall be identified as "Required Marine Wildlife Protection Measures".

f. **Nesting Bird Protection.** Tree removal, pruning, and/or chipping shall not occur between November 1st and July 31st to accommodate harbor seal pupping season and the majority of bird nesting season. Should tree work occur during the months of August or September, a qualified biologist, approved by the Executive Director, shall survey all trees on site for active bird nests, no sooner than one week before work begins. Should a nest be identified, a 300 foot buffer shall be delineated surrounding the nest in which no work may occur until the nest is abandoned. Should a raptor nest be identified, the buffer shall be increased to 500 feet.

g. **Archaeological/Tribal Cultural Resource Protection.** All archaeological/tribal cultural resource protection requirements identified in Special Condition 10 shall be identified as "Required Cultural Resource Protection Measures".

h. **Property Owner Consent.** Clear evidence indicating that the owners of any properties on which construction activities are to take place, including properties to be crossed in accessing the site, consent to such use of their properties and subject to the terms and conditions of this CDP shall be provided.

i. **Construction Site Documents.** Copies of the signed CDP and the approved Construction Plan shall be maintained in a conspicuous location at the construction job site at all times, and such copies shall be available for public review on request. All persons involved with the construction shall be briefed on the content and meaning of the CDP and the approved Construction Plan, as well as the public review requirements applicable to them, prior to commencement of construction.

j. **Construction Coordinator.** A construction coordinator shall be designated to be the main point of contact during construction should questions arise regarding the construction (in case of both regular inquiries and emergencies), and the coordinator's contact information (i.e., address, phone numbers, email address, etc.) including, at a minimum, a telephone number and an email that will be made available 24 hours a day for the duration of construction, shall be conspicuously posted at the job site where such contact information is readily visible from public viewing areas while still minimizing impacts to public views, along with indication that the construction coordinator should be contacted in the case of questions regarding the construction (in case of both regular inquiries and emergencies). The construction coordinator shall record the contact information (i.e., address, email, phone number, etc.) and nature of all complaints received regarding the construction, and shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the complaint or inquiry. All complaints

and all actions taken in response shall be summarized and provided to the Executive Director on at least a weekly basis during construction. The construction coordinator shall have regular contact with the approved Biological Monitor specified in Special Condition 3.

k. Construction Specifications. All construction specifications and materials shall include appropriate penalty provisions that require remediation for any work done inconsistent with the terms and conditions of the CDP.

l. Notification. The Permittee shall notify planning staff of the Coastal Commission's Central Coast District Office at least 3 working days in advance of commencement of construction, and immediately upon completion of construction.

The Permittee shall undertake construction in accordance with the approved Construction Plan, and all requirements above and all requirements of the approved Construction Plan shall be enforceable components of this CDP.

3. Marine Wildlife Protection. PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit two copies of a Marine Wildlife Protection Plan to the Executive Director for review and written approval. Such Plan is intended to protect marine wildlife, predominantly harbor seals and black oystercatchers, that congregate on and offshore near the approved development site via implementing protective measures during construction as well as monitoring such wildlife for signs of distress and taking action to protect such wildlife at such times. Such Plan shall, at a minimum, include the following:

a. Protection Areas. The protection areas shall at a minimum include local harbor seal haul-out/rookeries at West Beach, Fisher Beach, and Fifth Street, and extending at least 10 meters offshore (see Exhibit 1).

b. Biological Monitor. A qualified biological monitor or monitors (Biological Monitor), selected by the Permittee and approved by the Executive Director, shall be present during all construction activities to ensure that wildlife in the protection areas is not adversely impacted as identified in this condition. The approved Biological Monitor(s) must have significant experience with marine mammals and is expected to be a representative from the already-established community of experts in the field of California marine mammal biology, and ideally harbor seals specifically.

c. Disturbance Avoidance Measures. All measures that will be applied to avoid (and where unavoidable to minimize) disturbance to birds, marine mammals, and other marine wildlife within the protection areas shall be clearly identified (e.g., visual blinds, sensitive scheduling/timing for high noise events, quiet construction methods such as sound barriers, equipment alarm dampening, etc.), where all such measures shall minimize noise and other disturbance to the protection areas as much as possible, and where construction sound remains at or below 90 decibels at the edge of the protection area nearest the construction site. At a minimum: (1) construction activity, staging, storage, and access corridor areas

shall be located as far from the protection areas as possible; (2) trucks and other heavy machinery transport shall avoid travel via Wave Street and Ocean View Boulevard as much as possible; and (3) tree removal, tree bucking, tree chipping, lot demolition, and sub-grade construction, including all major site grading and excavation, as well as the use of drones seaward of Sloat Avenue, shall be prohibited between November 1st and July 31st (with such activities potentially allowed during November and December if approved by the Executive Director and with evidence that sensitive marine wildlife are not present at nor avoiding nearby beaches and areas immediately offshore).

d. Harbor Seal Disturbance Definitions. Harbor seal disturbance shall be considered to have occurred when demonstrated by behaviors including, but not limited to: (1) sustained head raises and/or alerts; (2) quick turns in the direction of sound sources; (3) rapid movement down the beach toward the water; (4) rapid movement and/or diving into the water; (5) congregation away from sound sources; (6) feeding and/or nursing disruption; (7) alarm calls; (8) pup miscarriages;[1] (9) avoidance of areas due to previous disturbances; and (10) any other behavior which, in the best professional opinion of the Biological Monitors, suggests adverse behavioral disturbance.

e. Monitoring Type/Timing. Biological Monitors shall monitor the protection areas for both behaviors and construction sound (with appropriate instrumentation) for the duration of construction, where such monitoring shall be in person (required during harbor seal pupping season (February 1st (or earlier if pregnant females and/or pups are observed earlier than February 1st) - June 30th) and during any demolition and sub-grade construction) or via remote means[2] (allowed during pre-pupping season (November 1st - January 31st)), or either in person or remote (during molting season (July 1st - August 31st) or the months of September and October). Monitoring may be allowed to be remote and/or of more limited frequency outside of the harbor seal pupping season (i.e., reduced) by the Executive Director (in consultation with Monterey Bay National Marine Sanctuary (MBNMS) and NOAA Fisheries staff) if monitoring demonstrates that the average numbers of seals in the protection areas are comparable to historical numbers, suggesting no active disturbance; and if there is one continuous 30-day period when construction is occurring and there has been no marine wildlife disturbance. Conversely, and subject to the same consultation parameters, the Executive Director can also return any reduced state monitoring to the prior type and frequency requirements for good cause or during sensitive seasons.

f. Monitoring Data. At least prior to commencement of construction, the Biological

[1] Miscarriages shall be documented when an obvious indicator such as an intact placenta or fetus is observed. When it is uncertain what happened to a pup, the “disappearance” will not be counted as a miscarriage.

[2] If the Permittee and/or the Biological Monitors intend to use remote monitoring when it is allowed, then all such measures shall be clearly identified, including the locations and types of high-definition cameras and decibel meters to be used. In all cases, video and sound recordings shall be available to any regulatory agency by request.

Monitors shall collect data on daily site conditions, count of each species, time of observation, behaviors, disturbances, decibel levels, and any other relevant data to assess the condition of the observed animals at that time. Upon construction commencement and for all other monitoring, the Biological Monitors shall collect the same data, and shall watch for any changes in harbor seal behavior, including documenting any construction-related disturbance. Disturbances, as well as mothers actively in labor and birthing, shall be recorded on the daily/weekly log. The Biological Monitors shall inspect the protection area and identify the number of harbor seals and other marine life present and their behavior/activity at least 30 minutes prior to construction staging for the day, at midday (between 10 AM and 2 PM, when peak occupation is common), and again at the completion of construction activities for the day. If there are no seals present at the morning check, monitoring shall not be until the midday check.

g. Reporting. The Biological Monitors shall summarize and submit all monitoring information to the Executive Director and other appropriate resource agencies (e.g., MBNMS, NOAA Fisheries, etc.) on a weekly basis.

h. Stop-Work Authority and Notification. The Biological Monitors, whether observing remotely or in person, shall have the authority to stop construction activity based on their observations regarding potential adverse impacts to marine wildlife, including if: (1) construction-related noise produces measured decibel levels at or above 90 dB_{rms} while seals or other marine wildlife are present in the protection areas; and/or (2) wildlife disturbances or disturbance behaviors are observed that are attributable to project construction activities. When a work stoppage is required, construction activities shall be paused until disturbance behaviors cease and marine wildlife resumes resting along the shoreline as it was prior to disturbance. The Biological Monitors shall work with the Permittee's designee to determine the source of disturbance and take steps to immediately adjust best management practices so that future disturbance is avoided or minimized (e.g., implementing the use of sound curtains, moving work to another area of the site, etc.). If the activities that are causing the disturbance behaviors cannot be immediately mitigated, and in the best professional opinion of the Biological Monitors: 1) constitute harm and are adversely affecting harbor seal behavior/physiology; and 2) are a result of project construction activity, then the Permittee shall cease work and promptly notify the Executive Director, as well as MBNMS and NOAA Fisheries. Work may not resume until the Executive Director, in consultation with MBNMS and NOAA Fisheries, allows work to recommence, including if recommencement is subject to modified and/or new mitigation measures (e.g., re-implementation of in-person monitoring, mitigation for impacts to marine wildlife, a CDP amendment, an incidental take permit, etc.).

The Permittee shall undertake construction in accordance with the approved Marine Wildlife Protection Plan, and all requirements above and all requirements of the approved Marine Wildlife Protection Plan shall be enforceable components of this CDP.

4. Public Access Management Plan. PRIOR TO ISSUANCE OF THE CDP, the

Permittee shall submit two copies of a Public Access Management Plan to the Executive Director for review and written approval. Such Plan shall clearly describe the manner in which general public access associated with the approved development is to be provided and managed, with the objective of maximizing public access and recreational use of all available general public access areas (see Special Condition 1) as well as all specifically identified public access areas (including the parking lot, restroom, rooftop garden (and access thereto), interpretive center, courtyard, paths, etc.) and all related areas and public access amenities (e.g., bench seating, bike racks, signs, educational kiosk, bike share/rentals, etc.) as described in this condition. Such Plan shall be consistent with the approved Revised Final Plans, and shall at a minimum include the following:

a. Public Access Areas and Amenities. All public access areas and amenities, including all of the areas and amenities described above and in this condition, shall be clearly identified as such (including with hatching and closed polygons so that it is clear what areas are available for such public access use). At least one public restroom shall be provided with access directly from the street (i.e., not within the hotel's interior), and the public roof garden shall have at least one staircase provide access directly from the street. The rooftop garden and other appropriate access areas shall provide publicly-available amenities, such as picnic tables, viewing benches/sitting areas, enclosed trash and recycling receptacles, doggie mitt stations, and/or other such publicly-available amenities commensurate with expected use and in a manner that maximizes their public utility and enjoyment.

b. Public Access Signs/Materials. All signs and any other project elements that will be used to facilitate, manage, and provide public access to the approved development shall be clearly identified, including all public education/interpretation features that will be provided on the site (i.e., educational displays, interpretive signage, etc.). Sign details showing the location, materials, design, and text of all public access signs shall be provided. The signs shall be sited and designed so as to provide clear information without impacting public views and site character. At least two interpretive panel/installations shall be provided, where at least one shall interpret the former American Tin Cannery Building, and at least one shall interpret the nearby harbor seal rookery. Signs shall include the California Coastal Trail and California Coastal Commission emblems and recognition of the Coastal Commission's role in providing public access at this location. All signs shall be sited and designed to maximize their utility and minimize their impacts on public views.

c. Public Access Disruption Prohibited. No development or use of the property governed by this CDP may disrupt and/or degrade public access or recreational use of any public access areas and amenities associated with the approved development, such as by setting aside areas for private uses or installing barriers to public access (e.g., furniture, planters, temporary structures, private use signs, fences, barriers, ropes, etc.). The public use areas shall be maintained consistent with the approved Plan and in a manner that maximizes public use and enjoyment.

d. Public Access Parking. A minimum of 20 full-sized parking spaces located at the parking lot on 124 Central Avenue shall be provided and maintained for general public use only, where such spaces shall be clearly demarcated (i.e., via physical separation, signs, stencils, etc.) and available 24 hours a day. One such space shall be ADA accessible (or as otherwise required under the ADA), 2 spaces shall provide EV charging stations (or as otherwise required under the California Building Code), and 5 shall be EV-ready (or as otherwise required under the California Building Code). Such parking spaces shall be available free of charge between the hours of 9am and 3pm with a 3-hour limit for any one vehicle during that time (the ADA spaces shall be free of charge with no time limits), and between 3pm and 9am, the hourly rate shall be no more than the rates of the on-street metered parking spaces along Ocean View Boulevard, Eardley Avenue, and Dewey Avenue. Employee and guest parking, including via valet parking, is prohibited in such parking spaces.

e. Public Access Use Hours. All public access areas and amenities shall be available to the general public 24 hours a day, with the exception of the living roof and public restroom, which can be closed to general public use at night (i.e., one hour after sunset to one hour before sunrise). All public access areas shall be free of charge (other than the allowed parking fees identified above).

f. Public Access Provided. All public access areas and amenities associated with the approved development shall be constructed and available for public use as soon as possible, but no later than concurrently with the certificate of hotel occupancy.

g. Public Access Areas and Amenities Maintained. All of the public access areas and amenities shall be constructed in a structurally sound manner and maintained consistent with the terms and conditions of this CDP, including through ongoing repair and maintenance of all public access improvements. The public use areas shall be maintained consistent with the approved Public Access Enhancement Plan and in a manner that maximizes public use and enjoyment.

All requirements above and all requirements of the approved Public Access Management Plan shall be enforceable components of this CDP, and the Permittee shall undertake development in accordance with this condition and the approved Public Access Management Plan.

5. Water Use Limits. Potable water use at the site shall be limited to no more than 18.53 acre-feet per year (AFY), where the water that is used to support the site from off-site (i.e., laundry services, etc.) shall be considered on-site use. PRIOR TO OCCUPANCY, the Permittee shall submit clear evidence (including at a minimum written evidence of concurrence from the Monterey Peninsula Water Management District (MPWMD)) to the Executive Director for review and written approval demonstrating that all of the uses and facilities on the site, including everything provided for in the approved Revised Final Plans (see Special Condition 1) will be under this potable water use threshold. In addition, each year for the first five years after occupancy, and once again 10 years after occupancy, the Permittee shall

submit to the Executive Director evidence of the site's actual potable water usage. Such reporting shall include monthly breakdowns and shall confirm that the actual potable water usage is within the site's maximum allocation of 18.53 AFY. If any such report indicates that actual potable water usage is greater than 18.53 AFY, then the Permittee shall coordinate with the Executive Director, as well as the MPWMD, the City of Pacific Grove, and other relevant entities to develop a potable water use compliance plan designed to reduce potable water use to no more than 18.53 AFY. In such a case, annual reporting shall continue for at least three additional years (i.e., in addition to the five-years of annual reports and the ten-year report) or until the project's water usage is within the 18.53 AFY cap as documented in two consecutive annual reports, whichever is later.

6. **Provision of Lower-Cost Overnight Accommodations.** The Permittee shall provide lower-cost rooms consistent with the provisions of this condition that follow.

   a. **Minimum On-Site Requirements.** The Permittee shall provide at least 18 standard double-occupancy hotel rooms[3] where the cost to rent such rooms overnight shall not at any time exceed the lower-cost threshold as defined in the Pacific Grove LCP as of 2024 and may be modified by the CPI yearly.[4] The Permittee shall also provide at least 16 hostel rooms in the proposed group/shared accommodations wing (i.e., the 'Group Wing'), which shall include 4 beds per room (twin size or larger) and may include shared bathroom facilities between rooms (where at most two such rooms may share a bathroom, and all such bathrooms are full sized), where the cost to rent each such bed in each room shall not at any time exceed $85 (which may be modified by the CPI yearly). All such rooms shall be at least 250 square feet, and the above costs shall be inclusive of all service and other fees (e.g., parking, cleaning, resort, administrative) but exclusive of any government-mandated fees (e.g., sales tax, transient occupancy taxes). The Permittee may provide more lower-cost on-site rooms than the minimum identified herein. All such rooms and related facilities (e.g., entrances, common areas) shall be effectively integrated into the overall hotel layout in a way that maximizes their utility, shall be clearly identified on the Revised Final Plans (see Special Condition 1), and all users of such rooms shall have access to all the same hotel amenities as all other hotel guests.

   b. **Programming.** For a minimum of 300 guest nights per year (i.e., one person staying one night), the 'Group Wing' shall be available and can be used for low- and no-cost accommodations for groups, the intent of which is to provide access to the coast to: (1) underserved communities (such as lower-income communities, communities of color, and other communities that have been historically marginalized and face greater barriers to coastal access); (2) school groups, prioritizing those school groups from underserved communities; and (3) other entities and groups similar to the first two, including groups that have faced barriers to accessing coastal outdoor spaces and outdoor recreation

[3] Where each such room shall have either one or two beds sized at least as large as a queen or two twins, respectively, and a full-sized bathroom.

[4] As of 2024, such lower-cost rate is $184 per hotel room per night.

opportunities. Use of the Group Wing in this manner shall be free to participants for at least 150 of the 300 guest nights of programming per year, and shall be lower cost otherwise (where the cost to rent such rooms overnight shall not at any time exceed the lower-cost threshold as defined in the Pacific Grove LCP as of 2024 and may be modified by the CPI yearly).[5] The annual monitoring report specified in subsection (d) below shall include a detailed analysis of the previous year's programming (including the groups and number of people served, the rates charged, the number of free stays, etc.), and shall include other information that can help to assess the effectiveness of the program in carrying out its objectives. The report shall also specify the programming efforts for the upcoming year, and any relevant changes necessary to improve upon its effectiveness.

c. Marketing/Engagement Plan. The Permittee shall actively promote and publicize the availability of the lower-cost on-site rooms, including specifically to underserved communities such as lower-income communities, communities of color, and other communities that have been historically marginalized and face greater barriers to coastal access. PRIOR TO ISSUANCE OF THE CDP, the Permittee shall provide a Lower-Cost Accommodations Marketing and Engagement Plan to the Executive Director for review and written approval, where such Plan shall at a minimum provide for the following:

1. **Outreach.** All measures and avenues to be used to advertise, increase awareness of, and facilitate use of the lower-cost on-site rooms shall be clearly identified. Promotional methods shall include, but are expected to not be limited to: resort websites, press releases, and calendar listings; local media (e.g., Monterey Herald, Salinas Californian) and ads on radio (e.g., local radio stations and others); print ads; social media (e.g., Facebook, Twitter/X, and Instagram); and contacts with community organizations who may be able to help facilitate awareness (e.g., non-profits, environmental justice groups, labor unions, recipients of public benefits programs (by coordinating with local program administrators)) as well as schools. The Plan shall identify sample language to be used in describing the availability and price for the lower-cost on-site rooms (where said language shall be required to be consistent with the terms and conditions of this CDP), and shall provide a schedule for each type of outreach, with the goal being to reach as many potential users as possible, including audiences beyond the City of Pacific Grove that might not normally be reached through traditional and local means (e.g., communities such as Watsonville, Marina, Seaside, Del Rey Oaks, Castroville, Prunedale, Salinas). All materials shall acknowledge the California Coastal Commission's role in providing the lower-cost on-site rooms.

2. **Non-English Languages Provided.** All outreach described in this condition shall include a language-access element inclusive of non-English languages spoken in the targeted communities, including but not limited to Spanish,

[5] As of 2024, such lower-cost rate is $184 per room per night.

tailored to be culturally relevant, and written in plain language to help prevent educational and cultural barriers to access to the lower-cost rooms.

3. **Monitoring.** The Plan shall describe how the Permittee will monitor and track the Plan's execution so that the Permittee and the Coastal Commission can note the effectiveness of the Plan and make changes as needed.

d. Reporting. The Permittee shall provide an annual report (with the first report due by December 31st of the first year of project occupancy, and subsequent reports due by on December 31st of subsequent years) to the Executive Director for review and written approval that provides clear evidence of the marketing and operation of the lower-cost rooms (including in relation to Group Wing programming) in compliance with all requirements of this condition, including sufficient detail to demonstrate the occupancy of the lower- cost rooms, the rates charged, and the implementation of the approved Lower- Cost Accommodations Marketing and Engagement Plan meet all requirements herein (where the latter shall at least describe all outreach efforts, with samples of outreach materials; all implementation challenges and successes; and all feedback and public comments received, and any responses to same), and recommendations for additional and/or modified measures to enhance awareness, use, and public utility of the lower-cost on-site rooms, including related programming. Every third such annual report shall also include an audit performed by an independent auditing company evaluating compliance with this condition.

All requirements above and all requirements of all above Executive Director approved plans/materials shall be enforceable components of this CDP, and the Permittee shall undertake development in accordance with this condition and all such approved plans/materials.

7. **General Occupancy Requirements.** By acceptance of this CDP, the Permittee acknowledges and agrees, on behalf of itself and all successors and assigns, that:

a. Hotel Length of Stay Provisions. All overnight rooms shall be open and available for rental to the general public. Rooms shall not be rented to any individual, family, or group for more than 29 consecutive days, and not for more than 14 days between the Friday of Memorial Day weekend and Labor Day inclusive. No individual ownership or long-term occupancy of hotel rooms shall be allowed.

b. Conversion Prohibited. This CDP authorizes the construction and operation of a traditional hotel-style overnight product for transient occupancy only. The conversion of any of the overnight rooms to limited use overnight visitor accommodation units (e.g., timeshare, fractional ownership, etc.) or to full-time occupancy condominium units or to any other units with use arrangements that differ from the approved development shall be prohibited.

8. **Transportation Demand Management Plan**. PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit two copies of a Transportation Demand Management Plan to the Executive Director for review and written approval. Such Plan shall

maximize the amount of employees and guests that travel to and from the hotel via non-single-occupant vehicle means (including through use of shared vehicles/carpooling, transit, bicycle/pedestrian means, etc.), and the Permittee shall actively encourage employee and guest participation in such programs and means of travel. Such Plan shall be prepared by a qualified professional and shall at a minimum include the following:

a. Ride Share. A ride sharing/carpooling program shall be offered to all employees, and the Permittee shall schedule shifts to benefit such program and shall offer coordination services free of charge. A commuter information area that is centrally located and accessible to all employees shall be provided in which employees are provided information on available transportation alternatives to the single-occupancy vehicle (i.e., current maps, routes and schedules for public transit, ridesharing match lists, available employee incentives, ridesharing promotional material supplied by commuter-oriented organizations, etc.).

b. Transit Reimbursement/Stipend. A public transit fare reimbursement program shall be offered to all employees, and the Permittee shall provide a stipend to employees who use a non-single occupancy vehicle to access work (such as the bus or train). The transit reimbursement shall be a daily, direct cash subsidy equal to 100% of the value of the applicable monthly regional transit pass divided by 20, to account for a 40-hour maximum work week (resulting in a maximum of 20 work days per month). The stipend shall be an at least quarterly, direct cash subsidy available solely for employees who do not use a single-occupancy vehicle and do not park within a mile of the site at least 51% of their yearly work hours. If an employee is eligible to receive both the transit reimbursement and the stipend, the Permittee shall offer the employee the greater of the two incentives, but is not required to provide both. Posters, brochures and registration materials associated with the program shall be available to employees at all times (including in the aforementioned commuter information area), and employees shall be informed of the program upon new employee orientation and at least annually thereafter.

c. Pedestrian/Bicycle Travel. Bicycle parking and shower/locker facilities shall be provided free of charge for all employees who walk/jog and/or ride bicycles to and from the workplace. Bicycle parking facilities shall be secured from the general public, shall be enclosed on all sides, and shall be capable of protecting bicycles from inclement weather (e.g., bicycle lockers, rooms, cages, etc.). The Permittee shall provide, to the maximum extent possible, communal bicycles and/or non-motorized vehicles for employee use for work-related activities that may be accomplished without a motorized vehicle.

d. Guests. Measures to reduce the need for vehicular use by hotel guests (e.g., shuttles to and from the Monterey Regional Airport, free bicycles for hotel guests, etc.) shall be provided.

All requirements above and all requirements of the approved Transportation Demand Management Plan shall be enforceable components of this CDP, and the Permittee

shall undertake development in accordance with this condition and the approved Transportation Demand Management Plan.

9. **Plastic Reduction Program.** PRIOR TO OCCUPANCY, the Permittee shall submit two copies of a Plastics Reduction Program to the Executive Director for review and written approval. Such Program shall minimize, to the maximum extent possible, the use of single-use plastics in all aspects of hotel operations, including as part of hotel room occupancy, as part of conferences, restaurant/bar operations, etc.. At a minimum, the Program shall identify/include the following provisions: educational signage for staff and guests promoting and encouraging reusable items instead of single-use plastics; maximizing use of reusable foodware for all dining purposes (for dinnerware, drinkware, silverware, and ramekins/containers), and prohibiting the following items: plastic straws (and allowing only reusable straws, paper straws, or straws made from naturally occurring materials, and only upon request), Styrofoam, plastic bags, plastic bottles, and plastic single-use shampoo/conditioner/lotion bottles in hotel rooms. The Program shall provide water bottle refill stations (at a minimum in the lobby, conference area, pool area, and any other high-use areas). To the maximum extent possible, only biodegradable or compostable materials for single-use products shall be employed.

10. **Protection of Archaeological and/or Tribal Cultural Resources.** The Permittee shall undertake the approved project in compliance with the following measures to protect archaeological and/or tribal cultural resources to the maximum extent feasible.

    a. **Notification.** At least one month prior to commencement of any ground-disturbing construction activities, the Permittee shall (1) notify the representatives of Native American Tribes listed on an updated Native American Heritage Commission (NAHC) contact list, including but not necessarily limited to the Ohlone/Costanoan-Esselen Nation (OCEN); (2) invite all Tribal representatives on that list to be present and to monitor ground-disturbing activities; and (3) arrange for any invited Tribal representative that requests to monitor and/or a qualified archaeological monitor to be present to observe project activities with the potential to impact archaeological and/or tribal cultural resources.

    b. **Monitoring.** A qualified, locally experienced archaeologist and a tribal monitor, approved by relevant tribe(s), shall be on site to monitor all activities with the potential to impact archaeological and/or tribal cultural resources, including all ground disturbing activities. The monitor(s) shall have experience monitoring for archaeological resources of the local area during excavation projects, be competent to identify significant resource types, and be aware of recommended tribal procedures for the inadvertent discovery of tribal cultural and/or archaeological resources and/or human remains.

    c. **Discovery Protocol.** If any tribal cultural deposits are discovered during the course of the project, all construction within 200 feet of such deposits shall cease and shall not re-commence until a qualified cultural resource specialist (which could be a person identified in subpart (b), above), in consultation with the

relevant tribe(s), analyzes the significance of the find and, if deemed significant, prepares a supplementary archaeological plan for the review and approval of the Executive Director that evaluates and provides suggested measures related to the discovery. The Executive Director shall review the plan and either: (1) approve it and determine that its recommended changes to the project or mitigation measures do not necessitate an amendment to this CDP, or (2) determine that the changes proposed therein necessitate a CDP amendment. The location of any and all identified archaeological and tribal cultural resources shall be kept confidential, and only those with a "need to know" shall be informed of their locations.

d. Human Remains. Should human remains be discovered on-site during the course of the project, immediately after such discovery, the on-site archaeologist and/or tribal monitor shall notify the Monterey County Coroner within 24 hours of such discovery, and all construction activities shall be temporarily halted until the remains can be identified. If the County Coroner determines that the human remains are those of a Native American, the Coroner shall contact the NAHC within 24 hours, pursuant to Health and Safety Code Section 7050.5. The NAHC shall deem the Native American most likely descendant (MLD) to be invited to participate in the identification process pursuant to Public Resources Code Section 5097.98. The Permittee shall comply with the requirements of Section 5097.98 and work with the MLD person(s) to discuss and confer with the descendants all reasonable options regarding the descendants' preference for treatment. Within 5 calendar days of notification to NAHC, the Permittee shall notify the Coastal Commission's Executive Director of the discovery of human remains. The Executive Director shall maintain confidentiality regarding the presence of human remains on the project site.

11. **Other Authorizations.** PRIOR TO COMMENCEMENT OF CONSTRUCTION, the Permittee shall provide to the Executive Director evidence of other required authorizations for, or alternatively evidence that no such authorizations are needed, for the development authorized by this CDP (e.g., NOAA Fisheries, Monterey Bay National Marine Sanctuary, Monterey Peninsula Water Management District, Monterey County Environmental Health Department, City of Pacific Grove, etc.). The Permittee shall inform the Executive Director of any changes to the project required by such entities, where such changes shall not be incorporated into the project until the Permittee obtains a Commission-approved amendment to this CDP, unless the Executive Director determines that an amendment is not legally required.

12. **City of Pacific Grove Conditions.** This CDP has no effect on conditions imposed by the City of Pacific Grove pursuant to an authority other than the Coastal Act, except as provided in this condition. The Permittee is responsible for compliance with all terms and conditions of this CDP in addition to any other requirements imposed by the City pursuant to the City's non-Coastal Act authority. In the event of conflicts between terms and conditions imposed by the City and those of this CDP, the terms and conditions of this CDP shall prevail.

13. **Future Permitting.** Any and all future proposed development related to this project,

this project area, and/or this CDP shall be subject to the Coastal Commission's continuing CDP jurisdiction. This CDP authorizes limited future repair, maintenance, and/or improvement development that is determined by the Executive Director to: 1) fall within the overall scope and intent of this CDP; 2) be consistent with the City of Pacific Grove LCP; and 3) not have any significant adverse impacts to coastal resources. Any development that the Executive Director determines does not meet such criteria shall require a separate CDP or a CDP amendment, as directed by the Executive Director.

14. **Minor Adjustments.** Minor adjustments to these special condition requirements, including to any Executive Director-approved plans, that do not require CDP amendments or new CDPs (as determined by the Executive Director) may be allowed by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources.

15. **Liability for Costs and Attorneys' Fees.** The Permittee shall reimburse the Coastal Commission in full for all Coastal Commission costs and attorneys' fees (including but not limited to such costs/fees that are: (1) charged by the Office of the Attorney General; and/or (2) required by a court) that the Coastal Commission incurs in connection with the defense of any action brought by a party other than the Permittee against the Coastal Commission, its officers, employees, agents, successors and assigns challenging the approval or issuance of these CDPs, the interpretation and/or enforcement of CDP conditions, or any other matter related to these CDPs. The Permittee shall reimburse the Coastal Commission within 60 days of being informed by the Executive Director of the amount of such costs/fees. The Coastal Commission retains complete authority to conduct and direct the defense of any such action against the Coastal Commission.

16. **Deed Restriction.** PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit to the Executive Director for review and written approval documentation demonstrating that the landowners have executed and recorded against the properties governed by this CDP (i.e., APNs 006-231-001, 006-234-004, 006-234-005, 006-234-008, and the portion of Sloat Avenue between Eardley Avenue and Dewey Avenue) a deed restriction, in a form and content acceptable to the Executive Director indicating that, pursuant to this CDP, the California Coastal Commission has authorized development on the subject property, subject to terms and conditions that restrict the use and enjoyment of that property, and that such terms and conditions shall be imposed as covenants, conditions and restrictions on the use and enjoyment of the property. The deed restriction shall include a legal description of all of the properties governed by this CDP. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this CDP shall continue to restrict the use and enjoyment of the subject property so long as either this CDP or the development it authorizes – or any part, modification, or amendment thereof – remains in existence on or with respect to the subject property.

3. FINDINGS AND DECLARATIONS

A. Project Location

The project site is located in the City of Pacific of Grove, which is a coastal community of roughly 15,000 residents located at the northern tip of the Monterey Peninsula in Monterey County between the unincorporated Del Monte Forest area of Monterey County downcoast and the City of Monterey upcoast. Pacific Grove is characterized by its historic downtown, its charming residential neighborhoods comprised of Victorian and craftsman architecture, the Asilomar Dunes area, and the almost entirely public shoreline fronted by Sunset Drive, Ocean View Boulevard, and the Monterey Bay Coastal Trail (a component of the California Coastal Trail, or CCT) that provides significant and important public access and dramatic views along a mostly rocky shoreline.

The project site is located at the far upcoast end of the City adjacent to its border with the City of Monterey and a short walk to the Monterey Bay Aquarium and historic Cannery Row, and just inland of Stanford University's Hopkins Marine Station fronting on Ocean View Boulevard. The site is bordered by Dewey and Eardley Avenues upcoast and downcoast and extends up a gentle slope inland to Central Avenue. The site is currently mostly occupied by the American Tin Cannery (ATC) building and several other structures[6] and totals some roughly 5.59 acres. The ATC building currently houses several 'outlet' retail stores, restaurants, and other general commercial uses. The project also proposes to use most of the public right-of-way of Sloat Avenue and portions of the public right-of-way of Ocean View Boulevard, both of which areas would be vacated by the City, for private development purposes as well, where this area measures about half an acre overall. Thus, all told, the proposed project would occupy some six acres, and essentially most of two City blocks.

The site was the subject of a local ballot initiative in 2016 when City voters approved a measure that would specifically allow for a future hotel use at the site, including to anchor the important gateway area that transitions from Monterey's popular and historic Cannery Row into the City of Pacific Grove. Since that time, the City's LCP was certified in 2020. As discussed in more detail subsequently in this report, the certified LCP envisions a hotel at this site and includes specific prescriptions for such a project, including height and design requirements to match the character and aesthetic of the adjacent community, to provide lower-cost accommodations, and to ensure substantial

[6] The American Tin Cannery facility is located at the corner of Ocean View Boulevard and Eardley Avenue at the upcoast corner of the site. The site was originally developed about a century ago as the American Can Company, which provided cans to the then-booming sardine industry along Cannery Row. The site became the location of one of the first factory outlets in the state (in the 1980s) and has been used for that and other mostly commercial purposes ever since. The overall site includes the American Tin Cannery Outlets facility, an adjacent warehouse facility, an adjacent office building, an adjacent dry-cleaning facility (which would remain), and surface parking for all such operations. For ease of reference (and given that this is how the project has generally been referred to), the site is referred to as the American Tin Cannery, or ATC, site in this report.

public access and other community benefits.[7] The site is designated in the LCP as Visitor-Serving Commercial.

See **Exhibit 1** for a location map and **Exhibit 2** for site photos.

B. Project Description

The City-approved project would provide for a complete redevelopment of the entire six acre site, including partial demolition of the existing ATC building, the total demolition of both the existing adjacent warehouse and office buildings, and clearing of existing pavement at the site, including along the upcoast two-thirds of the Sloat Avenue public street between Eardley and Dewey Avenues, and portions of Ocean View Boulevard. In its place, the City-approved project allows for a new 225-room luxury resort hotel with associated amenities, including about 11,000 square feet of street retail commercial uses along Ocean View Boulevard, on-site restaurant and bar space, rooftop gardens, banquet/meeting rooms, two pools and additional water features, a spa and fitness center, and underground and surface parking (some 290 spaces, including 255 valet parking spaces and 35 metered self-parking spaces for general public use). The resort hotel would be made up of two main wings with a variety of connected spaces and amenities. The proposed Executive Wing would be located inland of the new retail spaces along the Eardley Avenue side and would include 121 guestrooms extending up the slope toward Central Avenue, while the Groups/Family Wing would be located along the corner of Ocean View Boulevard and Dewey Avenue and would include 104 guestrooms, where both wings would have separate entrances and lobbies and rise to 40 feet in height. All told, the proposed development would include nearly 355,000 square feet of enclosed and other useable space that would “step up” the slope from Ocean View Boulevard, and would be designed with a mix of concrete, steel, glass, and wood materials that are intended to emulate a more industrial feel reminiscent of the cannery structures of the past.

The City-approved project also includes private development and uses in the current public rights-of-way (ROW) of Sloat Avenue and Ocean View Boulevard. Roughly two-thirds of Sloat Avenue between Eardley Avenue and Dewey Avenue would be vacated by the City (about 20,000 square feet), with only the downcoast portion retained where it fronts several developed properties not affiliated with the project. The vacated area would be developed as part of the resort hotel, with the now “dead-end” portion of Sloat becoming the entrance to the underground parking facility for the resort hotel. In terms of Ocean View Boulevard, the City would not vacate the right-of-way; rather the City would allow the developer to use up to 10 feet of it for private purposes via an encroachment permit, totaling about 3,200 square feet. Thus, all told the City-approved project would use about 23,000 square feet (or over half an acre) of public space for

[7] The LCP was also amended in 2021 to modify certain site standards related to the ATC site (LCP-3-PGR-21-0038-1). Specifically, when the LCP was initially certified, the IP included development standards that only applied to the seaward portion of the ATC site (i.e., the parcels seaward of Sloat Avenue), and the City proposed to modify the IP so that those standards would apply to the entire ATC site (i.e., the parcels seaward and landward of Sloat Avenue and the portion of Sloat Avenue that extends through the ATC site). The changes were certified by the Commission, and thus both inland and seaward portions of the site are subject to the same IP standards.

private purposes, and significantly change the use of the remaining portion of Sloat not vacated.

The City-approved project also provides for tree and vegetation removal (the Applicant would remove all 79 existing trees on the site),[8] and the planting of 136 new trees, most of which would consist of native California species, as well as landscaping with drought tolerant shrubs and groundcovers, also mostly native California species, including on rooftop gardens that will be located throughout the resort hotel complex. The project also includes water efficient irrigation systems (using drip irrigation, bubblers, high-efficiency heads, and weather-based controls) and both rainwater harvesting and graywater reclamation[9] for landscape irrigation purposes, requiring associated piping, filtration/treatment and subsurface tanks, but these details were not identified in the City's approval but rather to be worked out at a later date.

See **Exhibit 4** for the City-approved project plans.

C. City of Pacific Grove CDP Approval

The City has been pursuing a hotel project at this site for about a decade, partnering with a series of potential developers to help implement that vision. In addition to the voter initiative from 2016 to rezone the site to allow for hotel uses,[10] the project went through about 3 years of City reviews as part of the local CDP application (dating back to 2019), with its local review process ramping up in earnest after LCP certification in 2020 and going through several layers of additional local review prior to the City Council's final CDP action in early 2022.

Architectural Review Board Review

The project was reviewed by the City's Architectural Review Board (ARB) on December 15, 2020. At the December 15, 2020 hearing, the ARB passed a motion to recommend advancing the project to the City's Planning Commission with seven recommended revisions requiring the Applicant to reduce the height and scale of the Executive Wing (now called the Shoreline Wing), to relocate the service entrance, to reutilize the warehouse building (instead of demolishing it), to eliminate excavation near Ocean View Boulevard and Dewey Avenue (to reduce potential noise impacts to nearby harbor seals), to require that story poles/balloons be erected to demonstrate potential building massing, to increase use of modern design elements, and to retain the existing oak and cypress trees on the site that were noted to be in fair condition.

Coastal Commission staff also provided feedback to the City and Applicant prior to this juncture, stating as part of environmental review (i.e., in CEQA Notice of Preparation and via Draft Environmental Impact Report comments) that the project appeared to

[8] These existing trees consist of eucalyptus, Monterey cypress, strawberry, Canary Island pine, and Coast live oak.

[9] The source of the graywater would be from guestroom shower, bath, lavatory, and sink usage.

[10] As discussed in more detail in the Lower-Cost Accommodations sections of this report, the City's Measure C from 1986 generally limits hotels only to certain zoning districts and prohibits the rezoning for new overnight accommodations uses in the City without a vote of the people. Thus the 2016 initiative did just that for this site.

oversubscribe the site, including in terms whether the amount of such intensively proposed development could be supported by the area's limited water supply, that it appeared to block public coastal views and otherwise not be compatible with the surrounding neighborhood, and that it wasn't clear how the project would provide for lower-cost accommodations (see all Commission staff comment letters on the proposed project as it worked its way through the City's CDP review process in Exhibit 7).

In response to the ARB's recommendations, the Applicant submitted an amended application to the City in late 2021, including a revised project description, a revised plan set, and a revised landscaping plan that incorporated a greater number of trees into the project's tree planting palette, with more of these trees consisting of native species. The primary revisions to the project at that time were to reduce building mass and to incorporate top-floor setbacks in the Family/Group (Bluffs) Wing (to better preserve the view corridor from south of Eardley when traveling north towards Monterey Bay and to lessen the visual impacts of the building as seen from Central Avenue); to incorporate additional design elements reflective of Cannery Row and other industrial/commercial buildings; to eliminate the underground parking garage below the Executive/Shoreline Wing (reducing the amount of project grading by 38 percent and the number of truck trips by 35 percent); to reduce meeting/event space (from 13,634 square feet to 12,116 square feet) and of street retail space (from 16,202 square feet to 10,968 square feet); to add at-grade parking along Central Avenue, and to reduce the overall number of parking spaces on the site (290 spaces instead of 304 spaces, based on changes in parking demand due to the decrease in proposed meeting and retail space, and based on the use of lifts to vertically stack underground parking (applying to 30 spaces)); and to increase the number of new trees (from 125 to 136 trees), and include the use of both a greater number of native tree species and a greater number of larger (48-inch box-sized) trees.[11]

Planning Commission Denial

The revised project was then reviewed by the City's Planning Commission on October 28, 2021 and November 18, 2021. Coastal Commission staff provided feedback to help guide the Planning Commission, again raising similar concerns as before and recommending generally that the project be reduced in size so as not to increase any water usage over the existing ATC's water use, to provide on-site lower-cost accommodations when none were being proposed, and raising questions on how the proposed lower-cost in-lieu fees were calculated. Ultimately, the Planning Commission denied the CDP application for the project at its November 18, 2021 meeting, voting 4-

[11] The Applicant did not make project changes in response to all the ARB's recommendations. The Applicant considered the viability of reconfiguring the location of the project's service entrance but proposed to continue access from the "dead-end" of Sloat Avenue via Dewey Avenue. The Applicant also considered retention and reuse of the warehouse building but determined that the construction style and front façade of the building would not be compatible with the intended hotel use, and that such reuse would also result in a higher roof height with less articulation and fewer amenities that the proposed design. Regarding story poles or balloons to help decision-makers and the public get a better sense of the massing of the proposed project, the Applicant chose to forego such efforts, largely arguing that it would be too dangerous (instead, the Applicant posted renderings at three onsite locations for public review). Finally, the Applicant concluded that it could not retain more on-site trees without major project redesign, and that relocating and replanting existing trees would have a low likelihood of success.

2-1 to deny the project and to not certify the associated Environmental Impact Report (EIR). The primary concerns noted by the Planning Commission in voting to deny the CDP for the project were that the size and scale of the project were too large and led to too many public view and community character compatibility issues, that the potential for noise impacts to the harbor seals on the shoreline across Ocean View Boulevard was too great and not adequately addressed, and that the removal of all of the existing trees on the site was inappropriate. The Planning Commission also noted issues with a lack of an adequate water supply, inadequate public access amenities, unaddressed traffic impacts, and an inadequate evaluation of lower-cost visitor-serving options. The Applicant subsequently appealed the Planning Commission's denial action to the City Council.

City Council Approval

The City Council reviewed the appeal on January 12, 2022. At that time, Commission staff provided a comment letter to the Council strongly suggesting that it not take action at that time because the project suffered from too many unanswered questions and LCP conformance problems. Put another way, Commission staff didn't believe the project was compliant with the LCP and suggested that additional analysis was necessary before the Council took a CDP action (again, see Exhibit 7). Notwithstanding such recommendations, however, the City Council ultimately overturned the Planning Commission's denial by a 6-1 vote. In approving the CDP and certifying the EIR,[12] the City Council concluded differently than the Planning Commission and found that the issues raised by the Planning Commission were not compelling enough to warrant denial. In taking its action, the City Council also vacated the City's interest in the portion of Sloat Avenue that would be used by the Applicant for private purposes.[13]

The Coastal Commission's Central Coast District office received the notice of the City Council's final CDP action on January 20, 2022 (**Exhibit 3**). The Coastal Commission's ten-working-day appeal period for this action began on January 21, 2022 and concluded at 5 p.m. on February 3, 2022. Seven valid appeals of the City's CDP decision were received during the appeal period (see below and see **Exhibit 5**).

[12] The EIR concluded that despite the incorporation of all feasible mitigation measures, the project would nonetheless result in significant and unavoidable impacts relating to both aesthetics and cultural resources (with respect to historic structures). In allowing the project despite these CEQA non-conformities, the City adopted a Statement of Overriding Considerations that notes that the project's benefits outweigh the project's unavoidable adverse environmental effects (see also CEQA section that follows, as well as the City's CEQA determinations).

[13] In addition to CDP requirements, the vacation of public road rights-of-way is governed by California Streets and Highways Code Sections 8300 through 8368, which requires a two-step process. In the first step, the City Council must pass a resolution of intent to vacate the right-of-way, which was done at the hearing where the CDP for the project was approved. The second step is the actual vacation itself, which would require a separate City Council action. The City and the Applicant are in negotiations on the amount that the Applicant must pay for the right-of-way, and the actual vacation is contingent upon the City Council's agreement thereto. In addition, actions that lead to public rights-of-way becoming private property, like this one, require CDPs, and thus the City's CDP action that has been appealed here also provides for the right-of-way vacation.

D. Appeal Procedures

Coastal Act Section 30603 provides for the appeal to the Coastal Commission of certain CDP decisions in jurisdictions with certified LCPs. The following categories of local CDP decisions are appealable: (a) approval of CDPs for development that is located (1) between the sea and the first public road paralleling the sea or within 300 feet of the inland extent of any beach or of the mean high tide line of the sea where there is no beach, whichever is the greater distance, (2) on tidelands, submerged lands, public trust lands, within 100 feet of any wetland, estuary, or stream, or within 300 feet of the top of the seaward face of any coastal bluff, and (3) in a sensitive coastal resource area; or (b) for counties, approval of CDPs for development that is not designated as the principal permitted use under the LCP. In addition, any local action (approval or denial) on a CDP for a major public works project (including a publicly financed recreational facility and/or a special district development) or an energy facility is appealable to the Commission. The City's CDP action is appealable in this case because a portion of the project site is located within 300 feet of the inland extent of the beach/bluff.

For appeals of a CDP approval, grounds for appeal are limited to allegations that the approved development does not conform to the LCP and/or to Coastal Act public access provisions. For appeals of a CDP denial, where allowed (i.e., only allowed in extremely limited circumstances – see description of appealable actions, above), the grounds for appeal are limited to allegations that the development conforms to the LCP and to Coastal Act public access provisions.

The Commission's consideration of appeals is a two-step process. The first step is determining whether the appeal raises a substantial issue with respect to the grounds on which the appeal was filed that the Commission, in the exercise of its discretion, finds to be significant enough to warrant the Commission taking jurisdiction over the CDP application. This step is often referred to as the "substantial issue" phase of an appeal. The Commission is required to begin its hearing on an appeal, addressing at least the substantial issue question, within 49 working days of the filing of the appeal unless the applicant has waived that requirement, in which case there is no deadline. In this case, the Applicant has waived that deadline, and the Commission is thus under no hearing deadlines in this matter.

The Coastal Act and the Commission's implementing regulations are structured such that there is a presumption of a substantial issue when the Commission acts on this question, and the Commission generally considers a number of factors in making that determination.[14] At this stage, the Commission may only consider issues brought up by

[14] The term substantial issue is not defined in the Coastal Act. The Commission's regulations simply indicate that the Commission will hear an appeal unless it "finds that the appeal raises no substantial issue" (see California Code of Regulations, Title 14, Section 13115(b) (CCR)). CCR Section 13115(c) of the Commission's regulations provides, along with past Commission practice, that the Commission may consider the following five factors when determining if a local action raises a significant issue: (1) the degree of factual and legal support for the local government's decision that the development is consistent or inconsistent with the certified LCP and the Coastal Act's public access provisions; (2) the extent and scope of the development; (3) the significance of the coastal resources affected by the decision; (4) the precedential value of the local government's decision for future interpretation of its LCP; and (5) whether the appeal raises only local issues, or those of regional or statewide significance. The Commission may,

the appeal. In reviewing the substantial issue question, staff will make a recommendation for the Commission to find either substantial issue or no substantial issue.[15] If staff makes the former recommendation, the Commission will not take testimony at the hearing on the substantial issue recommendation unless at least three Commissioners request it, and, if no such testimony is requested, a substantial issue is automatically found. In both cases, when the Commission does take testimony, it is generally (and at the discretion of the Commission Chair) limited to three minutes total per side, and only the Applicant, aggrieved persons, the local government, and their proxies/representatives are allowed to testify, while others may submit comments in writing.

If, following any testimony and a public hearing, the Commission determines that the appeal does not raise a substantial issue, then the first step is the only step, and the local government's CDP decision stands. However, if the Commission finds a substantial issue, the Commission takes jurisdiction over the underlying CDP application for the proposed project, and the appeal heads to the second phase of the hearing on the appeal.

In the second phase of the appeal, the Commission must determine whether the proposed development is consistent with the applicable LCP (and in certain circumstances, but ones that do not apply to this case, the Coastal Act's public access and recreation provisions). This step is often referred to as the "de novo" review phase of an appeal, and it entails reviewing the proposed project in total. There is no specific legal deadline for the Commission to act on the de novo phase of an appeal. Staff will make a CDP decision recommendation to the Commission, and the Commission will conduct a public hearing to decide whether to approve, approve with conditions, or deny the subject CDP. Any person may testify during the de novo phase of an appeal hearing (if applicable).

E. Summary of Appeal Contentions

The appeals contend that the City-approved project raises Coastal Act public access and LCP consistency questions relating to water supply, lower-cost visitor

---

but need not, assign a particular weight to a factor, and may make a substantial issue determination for other reasons as well.

[15] Note that in cases where a project is bisected by the appeals boundary, such as this one, the Commission can only evaluate the development in the appealable area when making its substantial issue determination. Sometimes development within the appeal boundary is clearly separable from development outside the appeal boundary (e.g., a garage wholly within the appeal boundary and a house outside of it). In other cases, though, the appeal boundary simply cuts through portions of the project, as is the case here. In such cases, it can be more difficult to parse what is subject to appeal versus not, especially the programmatic aspects of development that apply to the project overall. In this case, and with respect to the substantial issue determination, the Commission believes that it is not possible to parse out the appeal issues in a manner that clearly distinguishes project components within and outside of the appeal boundary. Instead, the Commission will evaluate the appeal issues through the lens of a complete project, which makes issues raised in the appeal boundary relevant to the entire project. If the Commission finds that the City's approval raises a substantial issue of conformance with the LCP and takes jurisdiction over the CDP application, then the location of the appeal boundary becomes irrelevant, and the Commission will consider the entire project under the CDP application for LCP and Coastal Act consistency.

accommodations, public views/community character, public access (including public parking) and associated amenities, biological resources, and historic structures. Specifically, the appeals assert that the City-approved project would violate applicable Coastal Act and LCP provisions because: 1) it is not clear that the development will be served by an adequate and sustainable long-term water supply; 2) the lower-cost accommodations mitigation lacks specificity and the methodology to determine appropriate mitigation is flawed; 3) the mass, scale, and design of the project is not compatible with the surrounding built environment and would have an adverse impact on public views; 4) the project does not include adequate public access amenities and would reduce public street parking access; 5) construction noise would have adverse impacts on a nearby harbor seal rookery and on nesting black oystercatchers, and; 6) historic resources are not adequately protected. See **Exhibit 5** for the full text of the appeals.

F. Standard of Review

The standard of review for the appeal is the City of Pacific Grove LCP and the Coastal Act's public access provisions. The appeals allege that the City-approved project does not conform with that standard of review, and the Commission here is charged with evaluating those allegations in light of LCP provisions and Coastal Act public access provisions.

G. Substantial Issue Determination

1. Water Supply

Applicable LCP Provisions

Water supply on the Monterey Peninsula, including in the City of Pacific Grove, is severely constrained. Within that context, individual communities are allocated a certain amount of water supply and must then approve development that can be accommodated by that supply. The LCP recognizes this framework, and only allows approval of development if will be served by an amount of water that is within the City's allocated supply, and if such water is coming from a long-term sustainable source. Given water scarcity and the competition among a variety of uses for this resource, the LCP states that public recreational access and visitor-serving uses are prioritized for such limited supplies. Specifically, the LCP requires:

> ***LUP Policy INF-1:*** *The City Council shall annually review the City's water Allocation regulations and procedures, and the status of the City's water reserves. To the maximum extent feasible, the City will reserve a sufficient quantity of water to accommodate coastal priority uses designated by the Land Use Plan (i.e., public access and recreational uses and visitor-serving uses) from its allotted water supply. This allocation shall include considerations of constrained and unconstrained water demand, taking into account sources and timing of new water supply, as well as the City's overall land use and economic policies.*
>
> ***LUP Policy INF-2:*** *Development shall only be approved if it is first clearly demonstrated that the development will be served by an adequate existing water*

allocation and sustainable long-term water supply. Individual private water systems, except for rainwater collection are prohibited.

LUP Policy INF-6: *When considering new development or redevelopment/renovation projects, the City will consider the existing property domestic water allocation, the potential for on-site conservation and capture, and available City supplemental water as part of the water allocation.*

Water Supply Background

Unlike other parts of the State that rely on imported water,[16] the Monterey Peninsula is entirely dependent on local water sources. California American Water Company (Cal-Am) is the private utility that provides water service to much of the area, including all of Pacific Grove. The Monterey Peninsula Water Management District (MPWMD, or District) is the public entity that regulates/oversees water management in the Peninsula, including allocating the amount of water each city is allowed to use each year, tracking water usage at each particular site in the region, and ultimately deciding where Cal-Am is allowed to serve water. The region's two primary water sources are the Seaside Groundwater Basin and the Carmel River.[17] Historically, these two sources have been overtapped, and have resulted in water supply scarcity in the greater region for decades.

More specifically, with respect to the Carmel River, it drains a roughly 225 square mile basin that begins in the Santa Lucia Mountains south of the Monterey Peninsula and travels about 30 miles before emptying into the Pacific Ocean from at the Carmel River Lagoon within Carmel River State Beach just south of the City of Carmel-by-the-Sea. The Carmel River ecosystem has traditionally been an important steelhead habitat, as it "historically supported the largest anadromous steelhead run in the chaparral ecosystems of central and southern California, but development of water and land resources led to habitat degradation and an estimated 75% population decline by 1975".[18] The National Marine Fisheries Service listed the south-central California coast steelhead Distinct Population Segment as threatened under the Endangered Species Act in 1997, and designated the Carmel River as 'critical habitat' under the Act necessary for its protection and survival in 2005.[19] By 1999, the Carmel River was listed

[16] For example, much of the San Francisco Bay Area relies on canals and aqueducts that carry water from reservoirs in the Sierra Nevada mountains (e.g., the Hetch Hetchy Reservoir), Central Valley cities and farms rely on the State Water Project (with Lake Oroville the largest reservoir in the system) and the Federal government's Central Valley Project (with Shasta Lake the largest reservoir in the system and the State overall), and Southern California relies on water from the Colorado River, the Sierra Nevada (e.g., Owens Valley), and the two water projects.

[17] There are some other smaller sources, including desalinated water produced by the City of Sand City and recycled water produced by the City of Pacific Grove and the Carmel Area Wastewater District generally used for non-potable purposes. All of these facilities have received CDP approval from the Commission for their water production and use.

[18] Lopez Arriaza, Juan, et al. "Size-conditional smolting and the response of Carmel River Steelhead to two decades of conservation efforts." *PLOS ONE*, vol. 12, no. 11, 30 Nov. 2017, p. 3, https://doi.org/10.1371/journal.pone.0188971.

[19] https://www.federalregister.gov/documents/2005/09/02/05-16389/endangered-and-threatened-species-designation-of-critical-habitat-for-seven-evolutionarily.

as one of North America's ten most endangered rivers given the demands placed on it by urban water consumption.[20]

In 1995, in a seminal decision as a result of investigations into both the health of steelhead and the River more broadly, as well as an analysis of historic legal water rights, the California State Water Resources Control Board (State Water Board, or Board) issued a cease-and-desist order (CDO 95-10) that substantially reduced the amount of water Cal-Am was able to legally withdraw from the Carmel River.[21] The Order determined that Cal-Am was diverting 14,106 acre feet per year (AFY) from the River when it only had legal right to divert 3,376 AFY[22] (or, put another way, Cal-Am was determined to be illegally diverting about 10,730 AFY). The State Water Board also determined that Cal-Am's Carmel River diversions were the largest single impact on instream beneficial uses of the River, including in terms of adverse effects on fisheries and overall River habitat values. Because of a lack of available supply to substitute for and offset the almost 11,000 AFY of illegal diversions, and because the effect that such an immediate reduction in water supply would have on the Monterey Peninsula, the Order allowed Cal-Am to continue to divert up to 14,106 AFY from the Carmel River beginning in 1995 with 20% per year reductions until a combination of new water sources and water use reduction would bring the amount of River water used to its legal amount.

In the intervening decade,[23] the State Water Board was generally dissatisfied with Cal-Am's efforts to reduce Carmel River diversions and to identify supplemental legal and sustainable water sources, and in 2009 issued replacement CDO 2009-060, which maintained the previous CDO's tenets while also finding that Cal-Am: "(a) failed to comply with the requirements of Order 95-10, and (b) is in violation of Water Code Section 1052", and that "diverting water from the river for growth is unacceptable when (a) Cal-Am has no legal right to divert the water, (b) the steelhead in the river has been declared a threatened species, (c) the river has been designated critical habitat for the steelhead and (d) miles of the river bed are dry for five to six months a year." The State Water Board concluded that "water should not be diverted from the river for growth and that the quantity of water that is illegally diverted by Cal-Am should be reduced over a period of years until illegal diversion from the river is ended." As such, the revised Order was structured only to accommodate existing users and not to accommodate new growth dependent on Carmel River water. To implement this requirement, CDO Condition 2 states:

---

[20] See, The Conservancy at 40: The Carmel River https://scc.ca.gov/2016/06/26/conservancy-at-40-the-carmel-river/#:~:text=In%201999%20the%20Carmel%20River,once%20again%20healthy%20and%20vibrant.

[21] See State Water Resources Control Board, Order No. WR 95-10, Order on Four Complaints Filed Against the California-American Water Company, Carmel River, Monterey County, July 6, 1995.

[22] Where that total reflects 2,179 AFY based on SWRCB License 11866, 1,137 AFY based on pre-1914 appropriative rights, and 60 AFY based on riparian rights.

[23] Note that in 2007, the State Water Board recognized Cal-Am's right to divert an additional 2,425 AFY from the River, thus putting Cal-Am's maximum legal diversion at 5,801 AFY (i.e., 3,376 + 2,425 = 5,801).

> *Cal-Am shall not divert water from the Carmel River for new service connections or for any increased use of water at existing service addresses resulting from a change in zoning or use. Cal-Am may supply water from the river for new service connections or for any increased use at existing service addresses resulting from a change in zoning or use after October 20, 2009, provided that any such service had obtained all necessary written approvals required for project construction and connection to Cal-Am's water system prior to that date.[47]*
>
> *Footnote 47: Multiunit residential, commercial or industrial sites may currently be served by a single water meter. The installation of additional meters at an existing service will not be viewed as a new service connection provided that the additional metering does not result in an increase in water use...*

In sum, the CDO does not allow Cal-Am to extract and provide water for any type of growth and development proposed after the CDO's effectiveness in 2009 (e.g., building new water-using development from the ground up on vacant lots, intensifying existing water-using development with additional units, etc.).[24]

While applying the prohibitions on new residential or commercial units from the ground up is fairly easy to understand and enforce, how to apply it to existing development at an existing service connection is a bit more complicated, including how to define what does and does not constitute an intensification of water use. To provide guidance, the California Public Utilities Commission (CPUC)[25] opined on how to interpret certain CDO provisions, particularly what constitutes an increase in water usage as it relates to intensifications of existing development. Specifically, in 2011, the CPUC determined[26] that Cal-Am could allow new connections and/or increased use of water for existing service addresses if (1) such connection/increase was due to a change in zoning or use, and where all necessary approvals had been obtained prior to October 20, 2009; or (2) if the new connection was associated with the installation of additional meters but without an increase in water use. Ultimately, CPUC's intent was to clarify that Cal-Am was not authorized to provide water in a way that would violate CDO Condition 2. Importantly, CPUC also reinforced that the CDO requirements affecting Cal-Am also apply to the MPWMD and the manner in which it divvies up water to Monterey Peninsula cities and users. Thus, CPUC's 2011 action also directed "Cal-Am to confer with MPWMD and then consult with the SWRCB to develop or select a workable protocol for determining the past use baseline as well as measuring increase in water use at existing service addresses resulting from a change in zoning or use."

[24] Subsequently, in 2016 SWRCB issued CDO 2016-0016, which was designed to supersede and replace CDOs 95-10 and 2009-0060, and which maintained all previous requirements other than it reduced the amount of interim allowed diversions to 8,310 AFY (starting in 2015-2016) and extended the deadline to terminate unlawful diversions to December 31, 2021.

[25] Since Cal-Am is a private utility, the CPUC has jurisdiction over and regulates many of Cal-Am's operations, including in terms of rates charged for water service, akin to how CPUC regulates Pacific Gas and Electric as a private energy and natural gas utility provider.

[26] See CPUC's 2011 "Decision Directing Tariff Modifications to Recognize Moratorium Mandated by State Water Resources Control Board" (CPUC Decision 11-03-048).

In response to the State Water Board's Order and the CPUC's guidance, the MPWMD developed a comprehensive system of assigning water credits to each land use in the Monterey Peninsula so as to both establish a baseline of each site's water usage as well as enforceable criteria for what would constitute an increase in water usage above that baseline. The MPWMD assigns each use a water credit, which is determined by the site's square footage, number of restaurant seats, number of bathrooms, or some other quantifiable metric for the site, and then multiplied by the identified water use factor for that metric. The water use factor is the estimated amount of water used by each particular land use type, which the District determines based on actual water use data.[27] Thus, the District's position is that such water factors are accurate since they are based on empirical water usage data specific to the Monterey Peninsula region. In short, the District's water credit represents the District's conclusion regrading the maximum amount of water that a site is physically equipped to use. The District maintains that as long as a proposed project is at or below that amount, then it can allow Cal-Am to serve it water.[28]

In summary, as it relates to the Carmel River, Cal-Am is under a State Water Board Order to reduce extraction to its legal limit of about 5,800 AFY and to preclude most types of new development and intensifications of existing uses that would result in an increase in water usage, including as determined by the MPWMD.

With respect to the Monterey Peninsula's other primary source of water, the Seaside Groundwater Basin, it too is under legal constraint. The Basin provides about 30% of the Monterey Peninsula's water usage, but has been under Court order, also known as an adjudication, since 2006. The adjudication specifies how much water is allocated to the various entities that use the Basin (Cal-Am, as well as private wells for agricultural uses, etc.), as well as broader management and conservation efforts overseen by a Court-identified Watermaster. The decision resulted in an ultimate reduction in available groundwater sourced from the Seaside Groundwater Basin by approximately 50 percent, or down to 3,000 AFY, as the identified Natural Safe Yield (where natural replenishment would avoid seawater intrusion and other adverse environmental effects). Prior to the adjudication, Cal-Am pumped approximately 4,000 AFY from the Seaside Basin. Following the adjudication, Cal-Am's allocation was reduced to 1,474 AFY. The establishment of adjudicated water rights of all the users of the Basin is intended to avoid long-term damage to the Basin, including potential seawater intrusion, subsidence, and other adverse impacts of over-pumping. The adjudication establishes a physical solution to Basin management that is "intended to ultimately reduce the drawdown of the aquifer to the level of the Natural Safe Yield; to maximize potential beneficial use of the Basin; and, to provide a means to augment water supply for the Monterey Peninsula."

[27] The District's water use factors are found here: https://www.mpwmd.net/rules/Rule24.pdf.

[28] Note, however, that the District's water credit system hasn't been 'approved' by the State Water Board as a legally enforceable mechanism to implement CDO Condition 2. In fact, and as discussed in more detail in the de novo findings, the State Water Board has opined that a more defensible baseline water use should be based on the past 5 years of actual flowing water at a particular site.

In line with the adjudication, the Watermaster produces an annual report specifying the health of the basin and its progress in meeting identified objectives. The most recent report from 2022[29] noted that water usage from the Basin was about 2,871 AFY, below the Court-ordered limit of 3,000 AFY as the defined Natural Safe Yield. And while seawater intrusion wasn't affirmatively found to be affecting water quality at that time, basin water levels were continuing to drop, and thus rendered the basin susceptible to intrusion. Specifically, the report found there are "ongoing detrimental groundwater conditions within the Basin that pose a potential threat of seawater intrusion. Groundwater levels below sea level, the cumulative effect of pumping in excess of recharge and freshwater inflows, and ongoing seawater intrusion in the nearby Salinas Valley all suggest that seawater intrusion has the potential to occur in the Seaside Groundwater Basin. However, no data collected in Water Year (WY) 2022 indicate that seawater intrusion is occurring within the [Basin]."

In summary, the Seaside Groundwater Basin is Court-ordered to supply no more than 3,000 AFY. And while the adjudication is meant to limit water usage to a sustainable level in the long-term, at the current time, the Basin remains in a somewhat precarious state given the threat of seawater intrusion. This is therefore a critically important time in Seaside Groundwater Basin management so as to prevent seawater from infiltrating the Basin. In other words, Basin management becomes orders of magnitude more complex should seawater intrude upon the resource, and thus prevention efforts at the current time are key.

In light of the limitations – legal, chemical, and biological – of the region's two primary water sources, Cal-Am, the MPWMD, area cities, and the region's wastewater collection and treatment agency, Monterey One Water, have been working on solutions to both reduce consumption and to augment supplies. On the consumption front, and working in concert with the fact that most forms of new development have not been allowed in the region for some nearly 15 years since the CDO's Condition 2 went into effect, the region has a robust water efficiency program that has worked in reducing water usage. For the 2023 water year, which ran October 1, 2022 through September 30, 2023, Cal-Am's customers in the entire Monterey Peninsula service area used just 9,118 acre-feet from all supply sources – including the Carmel River, Seaside Groundwater Basin, and recycled and stored water. This number is less than the 9,516 acre-feet used in the 2022 water year, below the 10-year average of 9,813 acre-feet annually, and well below the roughly 18,000 acre-feet it had been pumping when the State Water Board's initial CDO was promulgated in 1995 (14,000 from the Carmel River and 4,000 from the Seaside Groundwater Basin).

And on the supply side, as the Commission is well aware, there are numerous projects completed, under construction, or permitted that will provide additional supplies to the region. One of these projects, the Pure Water Monterey project by Monterey One Water, is a water recycling and groundwater injection/replenishment/reuse project that has been operational since 2020. This project takes treated wastewater and then injects it into the groundwater basin, with the benefits of having a supply generally unaffected by the whims of annual precipitation, reducing the need for water from the Carmel River,

[29] https://seasidebasinwatermaster.org/Other/2022%20Annual%20Report%20Final%2012-8-22.pdf.

and replenishing the Seaside Groundwater Basin's supplies and staving off seawater intrusion. The project is currently operational and treating 3,500 acre feet in this manner. Relatedly, the Pure Water Monterey Expansion project is currently under construction and will expand the project's overall capacity by some 2,250 acre feet, for a total of 5,750 acre feet that can be added to the region's water supply portfolio.

And lastly in terms of new supplies, Cal-Am is working on final approvals to construct a 4.8 million gallon per day (or 14.7 acre feet per day, or 5,365 AFY) desalination facility. After several decades of planning and various proposed project iterations, the Commission ultimately approved the CDP for this project in November 2022, but subject to conditions of approval. Among the most notable is the need for updated supply and demand figures documenting how much water is needed to serve identified levels of growth over the next several decades. This point is currently subject to extensive debate, and drives to the heart of the matter regarding whether the desalination plant is actually needed in the long term. Cal-Am estimates that water demand by 2050 will be 14,480 AFY. Hence, Cal-Am argues that the additional roughly 5,400 AFY produced by the desalination plant is needed to augment the roughly 11,000 AFY available once the Pure Water Monterey Expansion is operational. The MPWMD, however, disagrees with such demand figure, and has instead forecasted a 2050 water demand of 10,599 acre feet, which is within the amount provided by existing legal supplies and the forthcoming water recycling projects. Thus, the District's position is that Cal-Am's desalination project is not needed for at least the next 30 years, and that the State Water Board should lift the CDO. The Commission, as part of its CDP approval and findings, found that while the water recycling projects would appear capable of satisfying water demand in the short term (for the next 20 years or so), there was also substantial evidence to reasonably conclude that desalination was also needed in the water portfolio for the long term. Hence, the Commission approved the CDP, but with several special conditions. Chief of among them to definitively answer the supply/demand/long-term need question is Special Condition 1, which identifies the CPUC as the final arbiter of this issue with revised supply and demand figures. If such determination shows there is a demand (i.e., a need for the project) for water in excess of what the recycling projects can provide by or before 2050, the desalination project can continue to proceed.

Coastal Act/LCP Considerations

Putting all of the above water supply background in the context of the Coastal Act and Pacific Grove LCP, a few things can be noted. Foremost, the preceding background information is meant to inform a common baseline understanding of the complicated and complex water supply situation in the Monterey Peninsula. While water is controversial and complex in most parts of California, it is particularly so in the Monterey region given its isolated nature relative to the large water projects that serve much of the rest of the state. And while there are a mélange of agencies involved, to be clear, the Commission's role and review, as part of this project or otherwise, is <u>not</u> enforcement of the State Water Board's CDO, or the MPWMD's allocation/water use calculations, or the manner in which the CPUC estimates supply and demand. While these other agencies' decisions and findings can inform Commission understandings, the Commission has an independent review authority under the Coastal Act to protect coastal resources, including sensitive water bodies from impairment and ensuring that new development receives water from a source that does not result in such impairment.

This is not to suggest that the Commission will always disagree and 'override' other agencies' determinations, as good public policy would suggest that other government agencies, particularly other state agencies, work together so as their respective mandates harmonize and reinforce each other. But it does mean that satisfaction of one law or agency does not automatically mean that another's is similarly satisfied.

In this light, and applying what we know about the current state of affairs in the peninsula regarding water and coastal resource health, while the Monterey Peninsula has made significant strides in recent years regarding new water supplies and decreases in demand in ensuring a sustainable water supply portfolio, there is still much uncertainty. In 2023, NOAA Fisheries reaffirmed the threatened status of Carmel River steelhead, finding that drought and fish barriers remain concerns to the long-term health of the species.[30] Similarly, the Seaside Groundwater Basin remains at risk of seawater intrusion, and while a goal of the Pure Water Monterey projects is to affirmatively guard against such impairment, they are not fully operational at this current time. And while there is general consensus that, in the short term, the water recycling projects can provide a sustainable water source once fully operational, there isn't consensus beyond this time frame, including whether desalination can or will be part of a needed solution. It also bears reiterating that, at the current time, the State Water Board's CDO is still in effect, prohibiting most forms of new water using development. The Coastal Act and LCP require new development to be served by an identifiable, available, and long-term sustainable water source. The Commission has typically interpreted such requirement to generally mean that water must come from a source without impairment to sensitive coastal resources and the species that inhabit and use them, including wetlands, streams, groundwater resources, and the ocean. In light of the above, the Commission cannot find that these tests are met in the Monterey Peninsula at this time, and thus, for purposes of Coastal Act and LCP implementation for CDP review purposes, there is not an adequate and long-term sustainable water source to serve new development in Pacific Grove, whether this project or any other.

Appeal Contentions

The appeals contend that potential water use for the project has been underestimated and there has been no clear demonstration that the development will be served by an adequate existing water allocation and sustainable long-term water supply, especially given the significant existing constraints on water availability in the region. Specifically, the appeals contend that it strains credulity that the approved 225-room hotel project (with two swimming pools, a spa and fitness center, and bars and restaurants, etc.) will use less water than the existing ATC commercial development (especially given the currently low vacancy rate), and that the City did not calculate the difference between the existing water use at the site and the estimated water use that would occur when the resort hotel development is completed. The appeals also contend that the reliance on offsite laundry services to suggest that proposed project water consumption is commensurately reduced by that amount is inappropriate, including as the offsite

[30] As part of its 2023 5-Year Review: Summary & Evaluation of South-Central California Coast Steelhead: https://www.fisheries.noaa.gov/feature-story/south-central-california-coast-steelhead-maintain-threatened-listing-status.

laundry uses water for that purpose and that needs to be considered as a part of the project as well. See **Exhibit 5** for the full appeal documents.

Analysis

In this case, the City approved the project by finding that its estimated water demand would be less than the water allocations/credits assigned to the site by MPWMD pursuant to the manner in which MPWMD calculates existing and proposed water use. In other words, the City found that the project would be consistent with the District's water allocation provisions, and, because of that fact, found the project to be consistent with the LCP.

There are numerous flaws with the City's findings. First, in terms of the water demand/allocation numbers, the project is estimated to use more water than the existing site's allocation. The District determined the ATC site to have a water allocation of 18.53 AFY based on its mix of commercial square footage (i.e., the District multiplied the square footage of the various commercial uses present on the site (whether vacant or actively used) by the water use factors for those uses, thus representing the total amount of water the site is currently 'equipped' to accommodate and not result in an impermissible intensification). The District then did the same calculation for the proposed project, including its mix of 225 hotel rooms (including number of bathrooms and fixtures in each room), pool/spa area, restrooms, and other amenities, and determined the project to use 23.43 AFY of water. Based on these metrics, the project would result in an impermissible intensification based on how the District enforces/interprets the State Water Board's CDO. However, the District then 'credited'[31] the project by recognizing certain water accounting measures, including providing for on-site greywater recycling and reuse, not counting any on-site laundry use, and installing waterless urinals and toilets. Per the District, these measures would total 5.52 AFY of conservation, and the District then reduced this amount from the project's water usage to then total 17.91 AFY, below the 18.53 threshold.

While conservation efforts can and should be provided on a project in a water scarce area, the District's budgeting here is improper for many reasons, including that it is premature to offer credit to the proposed greywater system since there are no engineering-level plans, details, feasibility analysis, or approval from applicable environmental health agencies whether such measures can be built, operated, and employed on the project site. In addition, simply not counting laundry or other inherent water-using features of a proposed project fundamentally undercounts expected water use. In fact, it appears that the project will use more water than the District's own water allocation for the site, and that water allocation itself is based on a hypothetical 'full use' of the ATC site when the site is not actually being used in that way,[32] meaning that the

[31] The MPWMD Board of Directors approved a finding of 'Special Circumstances' to approve these water usage reductions from their typical water use factors on October 15, 2018.

[32] The ATC site has not been fully occupied for many years, with only about 33% of the site currently being used for commercial purposes. As a result, actual water use at the site is substantially less than the 'credit' identified by the district. Put another way, the 'credit' essentially identifies hypothetical use, or 'paper water', and not actual water use. If the 33% is applied to the full water use hypothetical, it would suggest that only about 6 AFY of running water is currently being used at the site.

proposed project would significantly increase water use above that that is currently the case, and possibly by over 12 AFY. Such underlying analytic issues raise fundamental questions about how a project of this type and magnitude should be analyzed in terms of baseline/existing water use and what is permissible in light of the region's current water supply inadequacies.[33]

And finally, the City's reliance on the MPWMD to be the arbiter of compliance under the LCP and Coastal Act is misplaced. The City did not undertake any independent analysis of whether there is an adequate and sustainable water source to serve the proposed project. The City simply determined that, because of the fact that the MPWMD determined the project be below the existing allocation (i.e., with the conservation credits added on), the project automatically satisfied the LCP's water supply requirements, and the City did not further identify any water supply issues or concerns. As noted, this is problematic inasmuch as the LCP requires the City to independently evaluate whether water is available to serve a proposed use pursuant to the findings and criteria specified. Whether a project is consistent or not with another entity's provisions does not de facto mean that it also satisfies (or not) the LCP. The City missed a key analytic step in its approval, and the lack of analysis under the LCP's coastal resource protection lens clearly raises a substantial LCP conformance issue.

In sum, water is scarce on the Monterey Peninsula, and the City's rationale behind its approval of this project, particularly one of this magnitude and scale, raises significant LCP consistency questions in terms of water supply. It clearly warrants the Commission's considerations of these important points.

2. Lower-Cost Accommodations

Applicable LCP and Coastal Act Provisions

Because the Coastal Act's public access policies are also an applicable standard of review for CDP appeals, Coastal Act Section 30213 is also applicable in this case regarding the provision of lower-cost accommodations. This policy evinces an intent to ensure that lower-cost visitor and recreational facilities are protected and provided along the coast, including as it relates to lower cost overnight visitor accommodations, including so as to ensure that the coastal zone is as accessible as possible to all, including the vast majority of the public who are not fortunate enough to live near the shoreline. Section 30213 states:

> ***Section 30213:*** *Lower cost visitor and recreational facilities shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred. …*

Building upon this clear Coastal Act direction, the LUP includes a series of provisions that require lower-cost accommodations to be provided and encouraged, and require that if new development fails to provide a range of affordability, that mitigation shall be

[33] Including whether the District's method for determining baseline water usage is appropriate in the first place. As discussed in more detail in the de novo review findings, there are other ways to evaluate and define the site's baseline water usage.

required as determined by a project-specific impact analysis. Specifically, LUP Policies PRA-11 and PRA-12 require:

> ***LUP Policy PRA-11:*** *Lower cost visitor-serving facilities, including overnight accommodations and public recreational opportunities, shall be provided and encouraged. Existing lower-cost accommodations shall be protected and maintained. Overnight accommodations are reserved for transient uses only (30 days or less).*
>
> ***LUP Policy PRA- 12:*** *New development shall avoid adverse impacts to the availability and provision of lower and moderate cost visitor accommodations in the City. If new development would result in a decrease in the available supply of existing lower cost visitor accommodations, or would fail to provide a range of affordability, or fail to use land suitable for lower cost accommodations for that purpose, mitigation shall be required as determined by a project-specific impact analysis.*

The IP builds further on this LUP direction via IP Section 23.90.220(c). This IP section provides specificity on implementing lower-cost provisions, including defining what constitutes low-, medium-, and high-cost accommodations, specifying that lower-cost units must be incorporated into a proposed project in an amount equal to 25% of the number of higher-cost rooms, and allowing for an in-lieu fee in an amount to "cover the cost of mitigation proportionate to the impact of the development for which the CDP is issued." This in-lieu fee allowance is only for projects deemed infeasible to provide for such units on site and requires a financial feasibility assessment to ascertain such information, including land value, development costs, revenue assumptions, and similar information. The IP states:

> ***IP Section 23.90.220(c) Lower Cost Visitor Accommodations; Protection of Low-Cost Visitor Accommodations:*** *(1) Low, Moderate, and High-Cost Visitor Accommodations Defined. For purposes of this subsection, visitor accommodations shall be defined as low, moderate, or high cost as follows: (A) Low Cost. The annual average daily room rate of all economy hotels and motels in the city of Pacific Grove market area that have room rates that are equal to or below the statewide average daily room rate. Economy hotels and motels are AAA-rated one or two diamond hotels, or equivalent. (B) Moderate Cost. The average daily room rate is between low cost and high cost. (C) High Cost. The average daily room rate is 120 percent of the statewide average daily room rate or greater.*
>
> *(2) Feasibility Analysis Required. An analysis of the feasibility of providing lower cost visitor accommodations shall be required for any application involving the expansion, reduction, redevelopment, demolition, conversion, closure, cessation, or new development of any project involving visitor overnight accommodations, with the exception of short-term rental lodging that is within residential units. If the proposed rates are not lower cost, the feasibility study shall explain why providing lower cost accommodations as part of the project is not feasible, or whether the proposed project includes amenities that would serve as a lower cost*

option for families (e.g., additional beds per unit, suite facilities, kitchen facilities, etc.). This explanation shall address the land value; development costs; a breakdown of the estimated annual revenues (including average daily rate and occupancy rates); a breakdown of the estimated operating costs; and any other information necessary to address the feasibility of providing lower cost accommodations on site. The feasibility analysis shall be prepared at the applicant's expense.

(3) In-Lieu Fee Program. Specific detailed information regarding calculation and use of any required in-lieu fees as part of a mitigation program for project impacts to the availability of lower cost visitor accommodations within the city shall be included as a condition of approval of the coastal development permit for the visitor accommodations. Fees shall be adequate to cover the cost of mitigation proportionate to the impact of the development for which the CDP is issued. All in-lieu fee payments shall be deposited into a fund established by the city which shall be in an interest-bearing account and shall only be used for the provision of new lower cost overnight accommodations, within the city. Funds may be used for activities including land acquisition, construction, and/or renovation that will result in additional lower cost visitor accommodations, as well as permitting costs. The specific lower cost requirements for any project funded by the in-lieu fee program shall be determined through the coastal development permit process of the in-lieu fee funded project.

(4) Impact Analysis Required. An analysis of a development's impact on the availability of lower cost overnight visitor accommodations in the city shall be required for any application involving: (A) The expansion, reduction, redevelopment, demolition, conversion, closure, or cessation of any project involving overnight visitor accommodations, with the exception of short-term lodging that is within residential units; or (B) New or limited use overnight visitor accommodations, including timeshares, fractional ownership, or condominium-hotels. The impact analysis shall be prepared at the applicant's expense.

(5) Impact Defined. The proposed development would result in any loss in the available supply of existing lower cost visitor accommodations or would fail to provide lower cost rooms where new accommodations are proposed or fail to use land suitable for lower cost accommodations for that purpose.

(6) Mitigation. If the review authority determines that the development will impact existing lower cost visitor-serving accommodations, or provide only high or moderate cost visitor accommodations or limited use overnight visitor accommodations such as timeshares, fractional ownership and condominium-hotels, then mitigation commensurate with the impact shall be provided as follows: (A) Where development proposes to remove existing lower cost accommodations or replace existing lower cost accommodations with high-cost accommodations, replacement of the lost low-cost rooms shall be maximized and provided at least on a one-to-one ratio either on site or a suitable off-site location within the city. Where development proposes to remove existing lower cost accommodations or replace existing lower cost accommodations with moderate

cost accommodations replacement of lost low-cost rooms shall be maximized and provided at a ratio commensurate with the identified impact, taking into consideration the proposed cost increase and any additional amenities that would be provided to serve as a lower cost option for families. Replacement shall prioritize providing for lower cost accommodations on-site where feasible; where on-site provision is not feasible, off-site provision shall be completed and ready for use prior to occupancy of the new development, as feasible. (B) Where development proposes to provide for new higher cost accommodations, the number of lower cost accommodations provided shall be maximized. At a minimum, the number of low-cost units shall be equivalent of 25 percent of the number of high-cost accommodations. (C) Where it is not feasible to provide all lower cost accommodations as required on site, an equivalent combination of on site, off site, and payment of an in-lieu fee, as described under the in-lieu fee program above, commensurate with the impact shall be provided.

(7) Rate Control and Income Eligibility Requirements Prohibited. In no event shall a development as mitigation be required: (A) To provide overnight room rental be fixed at an amount certain; or (B) To establish any method for the identification of low or moderate income persons for the purpose of determining eligibility for overnight room rentals in any such facilities.

Background

Coastal Act Section 30213 has its origins in the 1975 California Coastal Plan (the precursor to the 1976 Coastal Act). Based on extensive public input in the early 1970s, the Coastal Plan found that few tourist facilities for persons of low and moderate income were being built in many parts of the coastal zone, and that many such low- and moderate-cost facilities were being replaced by facilities that had higher costs, particularly in terms of overnight accommodations. The Coastal Act addressed these findings in part by including the specific Section 30213 mandate to protect, encourage and, where feasible, provide lower-cost visitor and recreational facilities.

Over the years, ensuring the provision of lower-cost overnight accommodations in the coastal zone has been especially important because permit applicants have typically requested that the Commission and LCP-certified local governments approve higher-cost overnight accommodations on land zoned for visitor-serving uses (in some instances where lower-cost accommodations were already situated on the land) rather than pursuing lower-cost accommodations, such as economy hotels, resulting in the loss of either potential or actual lower-cost accommodations in appropriately zoned areas. Overall, the Commission's history of permitting overnight accommodations in the coastal zone confirms the need to guard against the loss or preclusion of lower-cost overnight accommodations along the coast, as recognized both in the Coastal Act and the LCPs that implement it.

As more higher-cost hotels are developed, the remaining lower-cost to moderate-cost hotel accommodations in the coastal zone tend to be older structures that become less economically viable as time passes. Further, as more redevelopment occurs, the stock of lower-cost overnight accommodations tends to be reduced, since it is more lucrative for developers to replace these structures with higher-cost accommodations or, as in

this case, to build a new high-end hotel on parcels that historically have not included visitor accommodations. Commission staff prepared a study for a 2016 Commission workshop on lower-cost accommodations, which reviewed statewide data about such lower-cost units in the coastal zone since 1989. In its report to the Commission in 2016, staff found that out of six "cost" categories ranging from "economy" to "luxury," a total of 24,720 economy rooms had been lost since the late 1980s, compared to a loss of a combined 11,247 rooms in the remaining five classes. In other words, economy rooms were lost at over twice the rate, over the same time period, of all other cost categories combined. Thus, all told, nearly 70% of all overnight rooms that were lost in the coastal zone between 1989 and 2016 were attributable to lost economy rooms, whereas less than 10% of the rooms lost have been in the upscale and luxury categories, and less than 0.2% have been lost in the luxury category. Such trends have made it much more difficult for those of more limited financial means to access the coast.

Such reduction in lower- and moderate-cost overnight accommodations in the coastal zone is also a serious environmental justice issue. Section 30604(h) of the Coastal Act provides that when acting on a coastal development permit, the issuing agency "may consider environmental justice, or the equitable distribution of environmental benefits." As defined in Section 30107.3(a) of the Coastal Act, "environmental justice" means "the fair treatment and meaningful involvement of people of all races, cultures, incomes and national origins, with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies," and, pursuant to Coastal Act Section 30013, the Commission and all public agencies are charged with advancing environmental justice principles when implementing the Coastal Act. Thus, environmental justice considerations are also relevant to the Commission's review of new higher-cost hotel proposals, like this one.

The Commission's Environmental Justice Policy, adopted in March 2019, indicates that the Commission shall "strive for a no-net-loss of lower-cost facilities in the coastal zone, while implementing a longer term strategy to increase the number and variety of new lower-cost opportunities."[34] In California, equitable coastal access and recreation opportunities for all populations has not been realized to date due to historic and social factors, such as discriminatory land use and economic policies and practices, with greater barriers to access experienced by low-income communities, communities of color, and underserved communities.[35] Spatial analysis of 2010 Census data shows a majority of Californians (70.9%) live within 62 miles of the coast, but populations closest

[34] California Coastal Commission Environmental Justice Policy, published by the Commission on March 8, 2019.

[35] "Free the Beach! Public Access, Equal Justice, and the California Coast", Robert Garcia & Erica Flores Baltodano, 2 Stanford Journal of Civil Rights and Civil Liberties. 143 (2005); Report on Coastal Act Affordable Housing Policies and Implementation, published by Commission staff on February 10, 2015; Report on the Historical Roots of Housing Inequity and Impacts on Coastal Zone Demographic Patterns, published by Commission staff on June 9, 2022.

to the coast are disproportionately white, more affluent, and older than those who live farther inland.[36]

Given hotel developers predominantly pursue higher-cost and luxury hotels, including in many cases where such higher-cost offerings take the place of existing lower-cost options along the coast, it is becoming increasingly important to focus on protecting and providing lower-cost overnight accommodations in the coastal zone as required by the Coastal Act and LCPs. Absent an adequate number and type of lower-cost lodging facilities, a large segment of the population will be effectively excluded from overnight stays at the coast. To this point, "financial reasons" was listed as the number one barrier to staying overnight at the coast, as identified by respondents to a State Coastal Conservancy-commissioned survey in 2017.[37] By forcing this more limited means economic group to lodging out of the coastal zone (or forcing them to stay at home), there is an adverse impact on the general public's ability to access the beach and coastal recreational areas. Such trends have thus made it more difficult for visitors of more limited means to access the coast; with many of these visitors traveling from fairly far inland locations where they cannot easily make the trip to the coast and back home again in a single day. Therefore, by protecting and providing lower-cost lodging for the price sensitive visitor as is mandated by the Coastal Act, the Commission can help to remove barriers and to increase access to a segment of the population facing inequities when visiting the coast. This in turn enhances access to our collective public coastal commons, helping to ensure true access for all.

Appeal Contentions

The appeals contend that the City-approved project raises a series of questions regarding consistency with the above-cited Coastal Act and LCP provisions that require and protect lower-cost visitor accommodations. Specifically, they contend that the approved project includes lower-cost room rates solely for eligible "heroes" (i.e., active military personnel, nurses, and frontline workers) but that the eligibility and room rates are not specified in the CDP but rather would be worked out later. The appeals further contend that the lower-cost rooms are not targeted to the general public (which is the actual LCP requirement) and that the project's mitigation fee methodologies appear to significantly underestimate the amount of required mitigation fees. In short, the appeals contend that the City's CDP approval does not adequately provide for lower-cost accommodations nor follow the specific prescriptions for same as laid out in the LCP. See **Exhibit 5** for the full appeal documents.

Analysis

As noted, the Pacific Grove LCP is quite specific as to lower-cost accommodation requirements. The first step in the analysis is to identify the minimum number of required lower-cost accommodation units so as to identify the minimum threshold for meeting LCP tests, all the while recognizing that the minimum threshold is just that, a minimum, and the actual LCP requirement is to maximize the number of such units (see

[36] Coastal Access Equity and the Implementation of the California Coastal Act, Reineman, et al., (2016) Stanford Environmental Law Review Journal, v. 36. Pages 96-98.

[37] Explore the Coast Overnight- An Assessment of Lower Cost Accommodations, published by State Coastal Conservancy on January 8, 2019.

IP Section 23.90.220(c)(6)). Such analysis requires an evaluation of the type of units proposed, and whether they are low, medium, or high cost. The Commission has used a variety of methodologies for this purpose, and here the LCP incorporates a version of one of those methodologies, focusing on the average of all Pacific Grove area hotel and motel unit rates during peak summer times that are below the statewide average daily unit rate to determine the lower cost threshold. Here, the statewide average daily unit rate for July/August 2023 (the most recent data on the issue) was about $200. There were only six hotels and motels in the Pacific Grove area that have July weekend rates below that amount, ranging from a low of $157 to a high of $199, with an average of $184. Thus, based on the LCP's specific methodology, the current lower cost threshold is no more than $184 per night for a standard double-occupancy economy hotel room (and, conversely, given that the LCP identifies higher cost as 120% of the statewide average daily unit rate, the current higher cost threshold is $240 per night).

In this case, the Applicant's lower-cost analysis (prepared in 2020) identifies all 225 hotel units (that range in size from 420 square feet for standard queen or king rooms to 685 to 800 square feet for suites) as higher-cost, with a proposed rate of between $250 and $400 per night.[38] Thus, the LCP at a minimum would require the Applicant to provide at least 56.25 lower cost units.[39] However, the Applicant's analysis concludes that it is not feasible to provide any of the required 56.25 rooms as lower-cost, whether onsite as part of the proposed project or as part of some other project completed by the Applicant within the City.[40] The analysis reviewed the financial feasibility of the project under then-current economic assumptions (again, in 2020), employing a $400/room/night rate for 104 of the 225 rooms and $250/room/night rate for the remaining 121 of the 225 rooms. With those assumptions, along with information about vacancy rates and other operating revenues, the Applicant's analysis concluded that the hotel would have an annual surplus of roughly $1.9 million which made the proposed project financially feasible. However, with 56 of the project's rooms at a lower cost rate of $117/room/night, "on-site mitigation would make the ATC Project financially infeasible" due to a "financial gap of approximately $9 million."[41]

In lieu of providing the LCP-required lower cost rooms on site, the Applicant proposed to provide the City a mitigation fee that the City could use for development of lower-cost overnight accommodations elsewhere, where the Applicant based their proposed fee on a cost estimate of $32,000 to develop each such unit, or a total mitigation fee of $1.8 million (i.e., 56.25 x $32,000 = $1,800,000). However, during the City Council approval hearing, and in response to Council questions regarding the preference for on-site accommodations rather than an in-lieu fee, the Applicant informed the City that it was in

[38] "Lower-Cost Overnight Accommodation Impacts and Mitigation Analysis for the American Tin Cannery Project".

[39] 225 high cost rooms x 25% = 56.25 rooms must be provided at lower-cost.

[40] The LCP requires any such off-site and/or compensatory units developed from mitigation fees to be provided within City limits.

[41] The analysis uses a lower-cost average daily rate (ADR) of $117, based on the ADR for economy class hotels in the Pacific Grove market area (including Pacific Grove, Pebble Beach, Carmel-by-the-Sea, Carmel Valley, and Monterey) back in 2020 (when the statewide average daily room rate was about $173), which would appear as reason for the difference in identified thresholds.

fact feasible to provide lower-cost units on-site, and at that time proposed the 'Heroes' program. This program would provide lower-cost accommodations to nurses, firefighters, and police officers. The City Council ultimately approved this program, with the details regarding room cost, the mechanics of how one qualifies to be a 'hero', and other program elements to worked out at a later date with the Applicant and City staff.

The City's approval raises a series of questions and problems in terms of LCP conformance. First, the Applicant's feasibility analysis raises questions as to its assumptions and utility, including because at a basic level the Applicant appeared to disregard its ultimately conclusion that any on-site lower-cost units were infeasible when it proposed the Heroes program. Clearly, some form of lower-cost accommodations were actually feasible. And second, some of the assumptions made raise questions about their validity. All development costs used in the analysis were provided by the Applicant and the analysis states that some of the information provided deviated substantially from industry norms and required reconciliation.[42] The analysis also used fairly low room rates for its estimates of revenues from the higher cost rooms as compared to other higher end offerings nearby on the Monterey Peninsula, estimating a per room cost at this site of only $250 per night, which is 60-80% less than nearby higher end offerings,[43] and only $10 more than what the LCP would define as moderate cost. In addition, it applied a lower cost room rate of $117/room/night when the LCP defined lower cost threshold was actually higher (and is $184/room/night today). By doing so, it appears to significantly underestimate potential revenues, which skews the analysis toward less feasibility for lower cost on-site rooms. Moreover, the analysis did not identify a mix of on-site and off-site room options, but rather simply evaluated two mitigation scenarios. The first scenario included reducing the total number of high cost rooms (specifically, the rooms that would be priced at $250/room/night) from 225 to 169 rooms, and then pricing 56 rooms at a lower-cost rate of $117/room/night, and the second scenario analyzed the feasibility of providing the above-described in-lieu fee for those 56 rooms instead of making them lower cost. The analysis did not include any evaluation of an off-site option, and it substantially deviated from the way in which the Commission typically calculates in-lieu fees in such a circumstance. While the Commission has used various metrics over the years for this calculation, in recent years it has used $100,000 (in 2015 dollars) as a base construction cost estimate for an off-site lower cost unit, and has updated that number yearly using the Turner Building Cost estimate (in 2023, this amount is about $145,000).[44] However, the Commission has made clear that even this metric isn't a perfect proxy, including because it can

[42] As stated on page 19 of the report: "All development cost assumptions for the ATC Project were provided by the Developer. However, EPS reviewed these cost assumptions against standard per unit factors typical for hotel projects of this nature, and consulted with the Developer to reconcile any assumptions that appeared to deviate substantially from industry norms."

[43] For example, the least expensive room for a one-night stay on a Saturday in July 2024 at other nearby higher end hotels ranges from about $700 to over $1,300 (starting at $699 for the Plaza Hotel, $726 at the Intercontinental, $995 at the Spanish Bay Inn, $1,145 at the Pebble Beach Lodge, and $1,345 at the Casa Palmero Inn).

[44] The Turner Building Cost Estimate is an industry standard that is used widely by federal and state governments to measure costs in the nonresidential building construction market in the United States: https://www.turnerconstruction.com/cost-index.

significantly undercount the amount of money it takes to construct an actual lower-cost unit.[45] But, for comparison purposes, using this metric would result in a total in-lieu fee of over $8 million,[46] clearly well above the Applicant's identified $1.8 million. This latter number was calculated based on the difference between what it would cost to construct a lower-cost unit off-site versus a 'break even' revenue stream. In other words, the 'subsidy' per unit, meaning that the developer would need a subsidy of $32,000 for each off-site lower-cost unit, and this difference is what the in-lieu fee was based. The Commission is not aware of using this financial/analytic approach in past projects, and it certainly isn't recognized in the LCP.

A perhaps more analytically appropriate in-lieu fee would not be based hypothetical industry standards, but rather would use the site-specific assumptions provided in the Applicant's feasibility analysis of what it would take to build a lower-cost unit in Pacific Grove. And in fact, the analysis included a series of metrics to estimate this cost, including the size of a typical lower-cost unit (423 square feet, inclusive of needed common spaces such as a lobby and hallways), 1 parking space per unit (at $33,095 per space in a structured lot, or taking up about 325 square feet of per space at $335/square foot), land costs of $6 million per acre (where an estimated 0.72 acres would be needed for a 47-unit lower-cost hotel), plus a 10% administration fee. When applying these data points and assumptions, the cost to build a lower-cost unit in Pacific Grove would actually be roughly $464,000 per unit based on the study's numbers. At 56.25 units, this fee would equate to over $26 million. Since this in lieu fee amount is based on more accurate and precise assumptions, including in terms of including land costs and related measures necessary for an actual project to be realized, it clearly represents a more accurate manner in which to assess an off-site in-lieu fee. And the fee ultimately proposed by the Applicant and applied by the City, $1.8 million, is multiple orders of magnitude less than such estimate, some 15 times less.

And lastly, the City's approval of the 'Heroes' program (that would provide reduced cost rooms to nurses, firefighters, and police officers), while well-intentioned, raises its own LCP consistency problems. First, the LCP does not allow using this type of method to identify those who would be eligible for lower cost rooms (see IP Section 23.90.220(c)(7)). Second, none of the 'nuts and bolts' in terms of actual implementation, including room rates, eligibility, or other mechanics were actually specified in the City's approval. And third, the overall intention behind the requirement for lower cost rooms is so that the general public is able to make use of the rooms, especially so that those with more limited means are not priced out of overnight rooms in the coastal zone altogether, and a 'Heroes' program of this type does not achieve that objective, even if it were allowable by the LCP, which it is not.

In short, the City's approval is not consistent with the LCP's lower-cost visitor accommodation requirements. And for a project of this scope and magnitude in an area where it is so difficult to build new accommodations units of any kind, it is even more important to ensure such consistency so as to ensure that lower-cost units are indeed

[45] See Commission findings on this topic in the Ocean Avenue Partners mixed-use project in CDP 5-22-0799.

[46] 56.25 lower-cost units times $144,750 construction cost-per-unit equals $8,142,187.50.

provided. For all of the above reasons, the City's approval raises a substantial LCP conformance issue with respect to low-cost visitor-serving accommodations.

3. Public Views/Community Character

Applicable LCP and Coastal Act Provisions

The LCP is protective of public views and the visual qualities of Pacific Grove's coastal areas as a resource of great public importance. The LCP does this through policies and standards that apply to new development more broadly, as well as specific provisions that apply to the ATC site. Among the broader directives, new development is required: to protect public views to and along the shoreline, and to minimize landform alteration (LUP Policy SCE-1); to protect scenic resources and other coastal resources as a City priority (LUP LUD-1), and to be evaluated against development standards where all such standards are interpreted as maximums (such as for height) or minimums (such as for story stepbacks) that are required to be reduced (or increased) to protect and enhance such resources to the maximum extent feasible (LUP Policy LUD-1). For development located in designated scenic areas, which includes development sites like this one abutting and/or visible from Ocean View Boulevard, the LCP prohibits development from blocking or significantly adversely affecting significant public views (LUP Policy SCE-5), and requires visual analyses (e.g., renderings, story poles, etc.) to document a proposed development's potential visual impact (IP Section 23.90.160(b)(1)(E)). For visitor-accommodation projects like this project "that fronts on and/or is visible from Ocean View Boulevard or the Ocean View Boulevard Recreational Trail, story stepbacks and building articulation shall be required to ensure that buildings and other structures do not dominate blue water ocean views, do not domineer over the public space, and do not appear as large flat planes" (IP Section 23.90.180(c)(4)(B)). And finally, the LCP includes numeric site development standards specific to the ATC site, including specifying a maximum building height of 40 feet (with small appurtenances up to 8 feet higher so long as they do not significantly impact public views), and up to 90% site coverage only if additional public access amenities are provided above and beyond which the LCP would typically require (IP Section 23.90.180(c)(4)(G)). The LCP states:

> ***LCP Policy SCE-1:*** *Public views to and along the shoreline shall be protected and enhanced, and alteration of natural landforms shall be minimized.*
>
> ***LCP Policy SCE-5:*** *The City will designate scenic areas of the Coastal Zone, including those areas described in Policy SCE-3, as areas having special scenic significance requiring the imposition of project-specific development standards designed to protect these scenic areas (refer to Figure 4, Scenic Areas). Development standards for such special scenic significance areas shall include, but not be limited to, special siting and design criteria, including height and story limitations, bulk and scale limitations, screening and landscaping requirements, natural materials and color requirements, minimizing lighting that spills into nighttime public views, avoiding glares from windows and reflective surfaces, requirements to prepare landscaping plans utilizing drought tolerant and native plants that protect and enhance scenic resources; minimizing land coverage, grading, and structure height; and maximizing setbacks from adjacent open space areas. Clustering to maximize open space views may also be considered.*

Development within visually prominent settings, including those identified on Figure 4, and on all parcels that abut Ocean View Boulevard and Sunset Drive, shall be sited and designed to avoid blocking or having a significant adverse impact on significant public views, including by situating buildings, access roads, and related development in a manner and configuration that maximizes public viewshed protection, and through such measures as height and story limitations, and bulk and scale limitations. Clustering development to maximize open space views may also be considered.

LUP Policy LUD-1 (in relevant part): *Protection of sensitive habitats, natural landforms, scenic resources, and other coastal resources is a priority in all City actions and decisions, and all development standards (including with respect to height, setback, density, lot coverage, etc.) shall be interpreted as maximums (or minimums) that shall be reduced (or increased) so as to protect and enhance such resources to the maximum extent feasible. Development shall only be authorized when the proposed use is allowed per the applicable land use designation, and when it meets all applicable Local Coastal Program policies and standards…*

LUP Policy DES-3: *The height limit for commercial development in Land Use Plan Areas I and III will vary, but in no case shall structures be more than 40 feet high. Minor exceptions to such height limit may be allowed for mechanical appurtenances that do not impact public views. Detached commercial signs shall be of a size, location, and appearance such that they do not detract from the area's scenic qualities and cause visual clutter and blight.*

IP Section 23.90.160(b)(1)(E): *Applications for Development in Scenic Areas. The following documentation and requirements shall be provided for all CDP applications within scenic areas, including those mapped in LUP Figure 4; all development on, seaward, or visible from Ocean View Boulevard, Sunset Drive, and the pedestrian recreational trails seaward of these roads; and any other development that may adversely impact public views: (1) Site-Specific Visual Analysis. At a minimum, the visual analysis shall include the following: … (E) Any other information deemed necessary to determine the visual impact of the proposed project, including but not limited to analysis of the heights of existing buildings within 150 feet of the proposed structure; story poles and netting showing proposed ridgelines; and visual simulations to help identify potential visual impacts.*

IP Section 23.90.180(c)(4)(A)&(B): *Visitor-Serving, Visitor-Accommodation and Sunset Service Commercial Design Standards. In addition to all other applicable LCP policies, the following design standards for development within the visitor-serving, visitor-accommodation and sunset service commercial LUP land use designations shall apply:*

(A) Coverage. Building and other site coverages shall be limited to the degree necessary to maintain public views, maintain adequate open space to preserve small-scale visual landscapes, maintain water quality (including by limiting

impervious surfaces), and maintain community character, including through requirements for compact design, pervious materials, and maximized landscaping and open space. In no case shall site coverage exceed 90 percent of total lot area. To the extent possible, any space remaining uncovered should be accumulated to maximize positive visual impacts and usability.

(B) Heights and Articulation. Building and other structure heights shall be limited to the degree necessary to maintain public views, maintain pedestrian scale, and maintain community character. In no case shall building and other structures exceed 40 feet as measured from existing grade, and all such heights shall be reduced as necessary to ensure to the maximum extent feasible that existing blue water views from public vantage points are predominantly maintained. For new development that fronts on and/or is visible from Ocean View Boulevard or the Ocean View Boulevard Recreational Trail, story stepbacks and building articulation shall be required to ensure that buildings and other structures do not dominate blue water ocean views, do not domineer over the public space, and do not appear as large flat planes.

IP Section 23.90.180(c)(4)(G)(i)&(ii) (in relevant part): *(G) American Tin Cannery Site. … [T]he following additional design standards apply to new development at the American Tin Cannery site comprised of Assessor's Parcel Numbers 006-231-001, 006-234-004, 006-234-005, and the portion of Sloat Avenue between Eardley Avenue and Dewey Avenue (C-V-ATC zoning district): (i) Coverage. Site coverage may only be allowed up to 90 percent of the total site area if the project includes consistent public amenities that enhance public access (e.g., restrooms, bicycle racks, seating areas, sidewalk and roadway access improvements on and off site, etc.) beyond that which is required by the LCP for compliance with other requirements. Otherwise, site coverage may be decreased if substantial public coastal access amenities are not incorporated into the project. (ii) Minor exceptions to height limits may be allowed for mechanical appurtenances up to an additional eight feet; provided, that no public views are significantly impacted and the equipment is appropriately screened.*

In addition, since Coastal Act public access provisions are also relevant in appeals like this, Section 30251's protection of public views as a form of public access also applies. Section 30251 states:

Section 30251: *The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas. New development in highly scenic areas such as those designated in the California Coastline Preservation and Recreation Plan prepared by the Department of Parks and Recreation and by local government shall be subordinate to the character of its setting.*

Appeal Contentions

The appeals contend that the approved project oversubscribes the site with development that will degrade public views and will not maintain community character and compatibility, especially given that this site is a prime, highly visible location in the City near many visitor destinations. The appeals also contend that the City failed to require any onsite form of visual assessment (e.g., story poles and netting, balloons, etc.) to approximate the project's bulk, height, and scale, and thus it is not possible to assess the impacts the approved development will have on public views in this highly scenic area of the City's waterfront. The appeals overall contend that the project is too large for the site and doesn't adequately meet the LCP's provisions for development in scenic, prominent locales like this one. See **Exhibit 5** for the full appeal documents.

Analysis

The approved development would cover an area of roughly 6 acres, rise to 40 feet in height, and total some roughly 350,000 square feet of floor area. Based on this size, it would be one of the largest developments in the Monterey Peninsula, and larger than the three largest structures in the Monterey/Pacific Grove communities combined.[47] And while the approved design does include articulation to break up the perceived mass and scale of the project when viewed from Ocean View Boulevard, particularly when compared with the existing ATC structures which are industrial-type facades that encroach right up to Ocean View Boulevard, and visual renderings suggest only limited blockage of any existing public blue water views, the project also considerably increases the amount of development at the site overall. The project includes substantial hotel development on what is presently a surface parking lot, as well as on what is currently Sloat Avenue. This public street currently bisects the inland and seaward portions of the ATC site, thereby separating structures on both sides. The City's approval allows for hotel development in this area, and thus this natural articulation is lost, as is its ability to help limit perceived massing in public views. And finally, and as discussed in more detail in the Public Access section, the project doesn't appear to provide the type of public access amenities that are required of a project at this site to reach the LCP's maximum 90% site coverage. Many of the amenities appear more geared to hotel guests than to the general public, and certain public access impacts related to the loss of public parking are unmitigated. Thus, it doesn't appear that the finding to provide for the site's coverage can be met.

All of this is to say that a structure of this size and scope clearly raises questions as to whether it meets the LCP's specific prescriptions for development in this area, and whether it meets the Coastal Act's public view access protection provisions. And this is only compounded by the fact that the site is located in a visually prominent spot kitty-corner to the immensely popular Monterey Bay Aquarium, the Monterey Bay Coastal Recreation Trail, and right near the City's border with Monterey. It thus serves as a

[47] The adjacent Monterey Bay Aquarium occupies approximately 2.5 acres and is some 30 feet height, just next to it the Intercontinental Hotel occupies about 1 acre and is 46 feet in height, and just upcoast the Monterey Plaza Hotel occupies some 2 acres at 47 feet in height.

'gateway' location to the City, and highlights the importance of ensuring its visual compatibility.

Finally, it should be noted that many Appellants have raised concern about the project's lack of story poles and reliance on visual simulations to guide decision-making. As part of the City's review, the City's Building Official found that placing story poles to document structure height would be a safety hazard given strong winds and adjacent development. The Appellants argue the LCP requires story poles in order to make affirmative findings regarding a project's consistency with the LCP as it ensures an understanding based on physical objective markers, and that visual simulations are an imperfect substitute. While the Appellants raise some valid points, it is inaccurate to state that the LCP affirmatively requires story poles. Rather, the LCP requires "any other information deemed necessary to determine the visual impact of the proposed project", and lists story poles and renderings as types of tools to determine visual impact. In sum, while it would appear that some form of story poles, balloons, or other similar tools could have been employed (including on non-windy days, etc.), the lack of same does not de facto render the project LCP inconsistent and thus unapprovable as the Appellants suggest.

In any event, the sheer size and scale of this project, including the way it appears to potentially oversubscribe the site in terms of mass, and its impacts on views and the coastal viewshed all raise questions as to its conformity with applicable Coastal Act and LCP public view and community character provisions. When understood in relation to the site's prominent location as a critical "gateway" site into the City, such issues clearly warrant Commission review. In sum, the project raises a substantial issue with respect to public views and community character compatibility.

4. Public Access

Applicable Coastal Act and LCP Provisions

The Commission's appellate review lens includes the Coastal Act's public access policies as well as the access provisions of the LCP. The Coastal Act grants a high priority to public recreational access uses and activities to and along the coast. The Act protects and encourages lower-cost visitor and recreational facilities where feasible and states a preference for developments providing public recreational opportunities. In addition, the Coastal Act requires that oceanfront land and upland areas suitable for recreational use be protected for recreational uses. In particular:

> ***Section 30210:*** *In carrying out the requirement of Section 4 of Article X of the California Constitution, maximum access, which shall be conspicuously posted, and recreational opportunities shall be provided for all the people consistent with public safety needs and the need to protect public rights, rights of private property owners, and natural resource areas from overuse.*
>
> ***Section 30211:*** *Development shall not interfere with the public's right of access to the sea where acquired through use or legislative authorization…*
>
> ***Section 30212(a):*** *Public access from the nearest public roadway to the shoreline and along the coast shall be provided in new development projects …*

Section 30212.5: *Wherever appropriate and feasible, public facilities, including parking areas or facilities, shall be distributed throughout an area so as to mitigate against the impacts, social and otherwise, of overcrowding or overuse by the public of any single area.*

Section 30213: *Lower cost visitor and recreational facilities shall be protected, encouraged, and, where feasible, provided. Developments providing public recreational opportunities are preferred. …*

Section 30221: *Oceanfront land suitable for recreational use shall be protected for recreational use and development unless present and foreseeable future demand for public or commercial recreational activities that could be accommodated on the property is already adequately provided for in the area.*

Section 30222: *The use of private lands suitable for visitor-serving commercial recreational facilities designed to enhance public opportunities for coastal recreation shall have priority over private residential, general industrial, or general commercial development, but not over agriculture or coastal-dependent industry.*

Section 30223: *Upland areas necessary to support coastal recreational uses shall be reserved for such uses, where feasible.*

Section 30240(b): *Development in areas adjacent to…parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade those areas, and shall be compatible with the continuance of those…recreation areas.*

Section 30210 of the Coastal Act requires the Commission to maximize public recreational access opportunities. Section 30211 prohibits development from interfering with the public's right of access. In approving new development, Section 30212 requires new development to provide access from the nearest public roadway to the shoreline and along the coast, save certain limited exceptions, such as existing adequate nearby access. Sections 30213, 30221, 30222, and 30223 prioritize visitor-serving and recreational uses on oceanfront land over other types of development, particularly uses that provide lower-cost opportunities, and also require that parking be provided in a manner that mitigates overcrowding of any particular area. Section 30240 protects against impacts to adjacent park areas, such as the Pacific Grove recreational trail along Ocean View Boulevard at the site. And finally, the Coastal Act Section 30210 direction to maximize public recreational access opportunities represents a different threshold than to simply provide or protect such access opportunities and is fundamentally different from other like provisions in this respect. Put another way, it is not enough to simply provide access to and along the coast, and not enough to simply protect access, rather such access must also be maximized. This terminology distinguishes the Coastal Act in certain respects and provides fundamental direction with respect to projects along the California coast that raise public access issues, especially where a private developer is proposing to use public land for private purposes, as is the case here.

And the LCP includes a similar set of goals, objectives, policies, and implementing standards designed to protect, maintain, and improve a multitude of public access and recreational opportunities along the Pacific Grove shoreline and its parks and trails. For example, the LUP includes policies encouraging 'complete streets' that are safe for cars, bikes, pedestrians, and transit, maintaining a continuous bike path along the City's shoreline, provisions requiring bike racks, maintenance of existing public parking areas, etc. The LUP also encourages enhanced visitor and public access, circulation, and parking at the ATC site, and requires that any loss of public parking that may adversely impact public access be relocated or otherwise mitigated. The IP requires that any application for development that has the potential to impact public access, either temporarily or permanently, must submit a Public Access Management Plan that identifies existing access and recreational opportunities, analyzes impacts to such opportunities, and provides mitigation to reduce or offset those impacts. Finally, with respect to the project site specifically, IP Section 23.90.180(c)(4)(G)(i) only allows 90 percent coverage if the project provides public amenities over and above what the LCP would otherwise require.[48] Specifically, the LCP states:

> ***LUP Policy INF-22:*** *New development in the Coastal Zone shall include adequate off-street parking to minimize the disruption of significant coastal access routes. All traffic impacts associated with new development shall be mitigated appropriately.*
>
> ***LUP Policy PRA-1 (in relevant part):*** *The City will strive to provide safe and adequate access to and along the City's shoreline and other points of public interest…*
>
> ***LUP Policy PRA-2:*** *The City will enhance access to its shoreline, while maintaining the Coastal Zone's unique character, by reducing the impact of automobiles. This shall be accomplished, in part, by encouraging use of public transit within the Coastal Zone, and by providing nonvehicular Coastal Zone access opportunities for bicycles and pedestrians. When considering a Coastal Development Permit application for any development that could reduce or degrade public parking opportunities near beach access points, shoreline trails, or parklands, including any changes in parking timing and availability, evaluate the potential impact on public coastal access, and ensure existing levels of public access are maintained, including through ensuring that alternative access opportunities, including bike lanes and parking, pedestrian trails, and relocated vehicular parking spaces, are provided so as to fully mitigate any potential negative impacts and maximize access opportunities. Any revenue from fee-based parking programs within the Coastal Zone shall only be used to fund public access improvements within the Coastal Zone.*
>
> ***LUP Policy PRA-3****: Any sign that could reduce public coastal access, including signs limiting public parking or restricting use of existing lateral and/or vertical accessways, shall require a Coastal Development Permit. Appropriate signing*

[48] Where such provision was made applicable to the whole of the ATC site via the City's first amendment to the LCP in 2021 (LCP Amendment Number LCP-3-PGR-21-0038-1).

should be considered for popular visitor destinations and access points in conjunction with other sign programs under coastal access and habitat protection policies. However, excessive signs and other visually intrusive landscape features shall be avoided. The City will develop a coordinated sign program for the City's shoreline area to ensure consistency of information and presentation, and to ensure that such signs effectively integrate into the shoreline with the least amount of impact to public views.

LUP Policy PRA-5 (in relevant part): *The City will also consider the following opportunities: a. Encourage enhanced visitor and public access, circulation and parking at the American Tin Cannery building and property…*

LUP Policy PRA-8 (in relevant part): *Development with the potential to impact public access, whether during construction or after, shall develop a Public Access Management Plan designed to identify and limit impacts to public access. Plans shall identify peak use times and measures to avoid disruption during those times, minimize road and trail closures, identify alternative access routes, and provide for public safety…*

LUP Policy PRA-9: *New development shall ensure that public access opportunities are maximized, including though offsetting any temporary (e.g., during construction) and potential permanent impacts to public access (including in terms of increased traffic leading to impacts to public access use of the City's circulation system) appropriately and proportionally. Development shall provide for public access enhancements and improvements as much as possible, including in terms of providing public access use areas in private development projects (e.g., visitor serving development) as appropriate. Development that does not meet these requirements shall be denied.*

LUP Policy PRA-11 (in relevant part): *Lower cost visitor-serving facilities, including overnight accommodations and public recreational opportunities, shall be provided and encouraged...*

LUP Policy INF-14: *The City will seek to make "complete streets" improvements to the existing circulation system serving the Coastal Zone for expanded use by all users including pedestrians, bicyclists and transit passengers of all ages and abilities, as well as trucks, buses and automobiles.*

LUP Policy INF-16: *The City will require a construction phase traffic control plan for new development that has the potential to disrupt circulation on arterial or collector streets.*

LUP Policy INF-22: *New development in the Coastal Zone shall include adequate off-street parking to minimize the disruption of significant coastal access routes. All traffic impacts associated with new development shall be mitigated appropriately.*

IP Section 23.90.180(c)(4)(G)(i) (in relevant part): *(G) American Tin Cannery Site. … [T]he following additional design standards apply to new development at*

the American Tin Cannery site comprised of Assessor's Parcel Numbers 006-231-001, 006-234-004, 006-234-005, and the portion of Sloat Avenue between Eardley Avenue and Dewey Avenue (C-V-ATC zoning district): (i) Coverage. Site coverage may only be allowed up to 90 percent of the total site area if the project includes consistent public amenities that enhance public access (e.g., restrooms, bicycle racks, seating areas, sidewalk and roadway access improvements on and off site, etc.) beyond that which is required by the LCP for compliance with other requirements. Otherwise, site coverage may be decreased if substantial public coastal access amenities are not incorporated into the project.

IP Section 23.90.220(b)(1): *Applications for Development Potentially Affecting Public Access. The following documentation and requirements shall be provided for the following applications: (1) Paid Public Parking Program. The establishment of a paid public parking program or changes to an existing program (e.g., changes in hours, locations, rates, etc.) shall require a CDP. At a minimum, applications must include the following: (A) Identification of the location, hours, and rates of paid public parking. (B) Analysis of potential impacts of paid parking on coastal access; including the availability of free parking at other coastal locations, alternative access opportunities such as bike lanes and public transit. (C) Establishment of a dedicated fund where all parking fees will be held and utilized solely to improve and enhance coastal access and recreation opportunities.*

IP Section 23.90.220(b)(3): *Permanent Public Access Impacts. Development that has the potential to permanently impact coastal access, including in terms of limitations of use hours, limitations on particular recreational activities, or increased traffic leading to impacts to public access use of the city's circulation system, shall require development of a public access management plan. At a minimum, the plan must include the following: (A) Identification of the locations, times, and types of all closures and/or limitations to existing public access and/or recreational opportunities. (B) Documentation regarding the necessity of any closures and/or limitations (e.g., avoid overuse, protect biological resources, maintain water quality, etc.). (C) Analysis of potential impacts to coastal access; including the availability of alternative access and recreation opportunities at other coastal locations. (D) Mitigation measures to avoid and/or offset impacts to public access, including providing additional and/or enhanced public access improvements in other locations and/or additional low-cost recreational opportunities. (E) Private development projects (e.g., visitor-serving development) shall provide for public access enhancements and improvements both on and off-site as much as possible.*

Appeal Contentions

The appeals contend that the City-approved project does not provide adequate public access amenities, and that the amenities provided are largely geared to hotel guests and not the general public. The appeals further contend that the project reduces existing public access and amenities by allowing private use of portions of the Sloat Avenue and Ocean View Boulevard rights-of-way. The appeals also contend that the approved project will result in the loss of existing on-street public parking spaces along public

streets and that no mitigation was required for such loss, thereby adversely impacting the general public's ability to access and recreate in this area. Finally, the appeals contend that traffic both during construction and post construction will impact the public's ability to access this highly visited area of the coast. See **Exhibit 5** for the full appeal documents.

Analysis

The Coastal Act and LCP both speak to maximizing public access and recreational opportunities, and the LCP also requires such amenities be provided at the ATC site above and beyond what the LCP would ordinarily require. In other words, the LCP recognizes the site's particular importance for public access purposes and seeks to ensure that any project here makes public access amenities, needs, and spaces an integral part.

The City-approved project does not meet such requirements. While the project does include some public amenities, including access to a rooftop garden, interpretive signage, and a public restroom, these do appear to be more geared towards hotel guests than being reserved for public benefit, as the appeals suggest. In addition, the rooftop garden and the courtyards are intended to be areas where individuals simply walk from one end to the other and are not intended for individuals to occupy for longer periods of time (with tables, seating areas, etc.), reducing any potential utility. Further, both the garden and bathroom are accessed from the interior of the hotel facility itself, meaning that the public must traverse private space (including retail and restaurant space) where not only would such a configuration present psychological barriers to general public access, but it would also create a perceived pressure to purchase goods, or to only use such facilities with a purchase, all of which limits their public access utility. Even with signage, the public rarely feels comfortable enough to access and use public areas so engrained within a private structure, thereby enforcing the perception that such uses are not open to the general public and reducing their public access usefulness in this regard.

In addition, the project includes elements that will actually reduce public access and amenities such as the conversion of roughly two-thirds of Sloat Avenue, or about 20,000 square feet, and a roughly 3,000 square-foot portion of the public sidewalk along Ocean View Boulevard, from public to private use. These rights-of-way and street areas currently provide significant public utility, including for general public use, access, parking, and public views across about the half-acre in question, and all of that would be lost through the project. The approved project would convert the entire portion of Sloat Avenue, including its travel lane, sidewalks, and parking, from public use to private hotel use (i.e., the hotel structure would be physically located in this space). And portions of the public sidewalk along Ocean View Boulevard would be used as an elevated walkway open for both public and private use. The City's approval does not include any form of mitigation of this loss of public property. With such unmitigated impacts and with the limited utility of the project's public access offerings, the requisite LCP findings cannot be met. In sum, the City's CDP approval raises a substantial Coastal Act and LCP conformance issue regarding public access.

5. Habitat Resources

Applicable LCP Provisions

The Pacific Grove coastal zone supports a wealth and diversity of environmentally sensitive habitats (ESHAs), biologically sensitive species, and significant marine resources. Many of these can be vulnerable to development activities, whether during construction or for the life of projects. The LCP includes a robust framework to prevent adverse impacts to such habitats and species, including those habitats located in offshore marine areas. Relevant LCP provisions include:

> ***LUP Policy BIO-1:*** *Environmentally Sensitive Habitat Areas, or "ESHAs," are defined as any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments. In Pacific Grove these areas include, but are not limited to, dune, wetland, streams, coastal bluff, sandy and rocky beaches, intertidal and subtidal zones, tide pools, kelp forests, offshore reefs, rocks, and islets, and rookery areas.*
>
> ***LUP Policy BIO-3:*** *Applications for development within and near Environmentally Sensitive Habitat Areas, including wetlands and streams, shall be accompanied by a habitat assessment prepared by a qualified biological and a botanical survey by a qualified expert prepared at the owner's expense, prior to consideration of a project within the City. The habitat assessment and botanical survey shall, at a minimum, identify and confirm the extent of the Environmentally Sensitive Habitat Area, document any site constraints and the presence of sensitive species, recommend buffers and development setbacks and standards to protect the Environmentally Sensitive Habitat Area, recommend mitigation measures to address any allowable impacts, and include any other information and analyses necessary to understand potential Environmentally Sensitive Habitat Area impacts as well as measures necessary to protect the Environmentally Sensitive Habitat Area resource as required by the Local Coastal Program*
>
> ***LUP Policy BIO-7:*** *The City will preserve its character-defining flora and fauna, such as rosy ice plant (Drosanthemum floribundum), Monterey pine, Monterey cypress, Coast Live Oak, Monarch butterfly, Harbor seal, Southern Sea Otter, Humpback and Gray Whale and Black Oystercatcher.*
>
> ***LUP Policy BIO-11:*** *The City will implement seal pupping protection measures, including installation of split-rail fencing, installation of temporary "no climb" wood lattice fencing or other alternative that provides visual access, and educational signage if found necessary to prevent harm or harassment of harbor seals during the spring pupping season generally February through May, at various locations along the Pacific Grove shoreline east of Berwick Park and immediately adjacent to the Pacific Grove Recreation Trail. Impacts to public access from such measures shall be minimized. In addition, the City may use trained volunteer docents, including National Oceanic and Atmospheric Administration trained Bay Net volunteer docents when available, to educate and engage the public on the*

activities of the seals, and to monitor and document all activities in the vicinity of the program, including any unauthorized human interruptions.

LUP Policy BIO-12: *The City will protect Black Oystercatchers and their rocky intertidal habitat along the City's shoreline. The City shall work in cooperation with the California Central Coast Black Oystercatcher Monitoring Project or its successor, the Pacific Grove Museum of Natural History, Monterey Audubon Society, and other appropriate entities and research efforts, to implement identified conservation measures necessary to carry out this policy. The California Central Coast Black Oystercatcher Monitoring Project, which monitors and assesses Black Oystercatcher populations and breeding success, is developing specific conservation measures, and will coordinate with the City, California Coastal National Monument/BLM, and California Department of Parks and Recreation at Asilomar as appropriate to their respective jurisdictional authority. Protective measures shall include an education program, using interpretive signage, outreach material, and docents to promote public understanding of the sensitive nature of the Black Oystercatcher habitat and the importance of not disturbing breeding pairs. The California Central Coast Black Oystercatcher Monitoring Project coordinators or their designees may seek permission from the appropriate landowner (e.g., City of Pacific Grove, California State Parks, Bureau of Land Management, etc.) to apply for a Coastal Development Permit on the landowners behalf to place temporary signage, physical barriers, and wildlife monitoring cameras where appropriate, at vulnerable nesting areas during the breeding season (March into September) to help reduce disturbance. Impacts to public access from such measures shall be minimized.*

LUP Policy MAR-5: *Marine resources shall be maintained, enhanced, and where feasible, restored. Special protection shall be given to species and areas of special biological significance. Uses of the marine environment shall be carried out in a manner that will sustain the biological productivity of coastal waters and that will maintain healthy populations of all species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes.*

LUP Policy DES-6: *New lighting fixtures shall be mounted at low elevations and fully shielded to direct lighting downward, and away from the shoreline. Lighting along walkways should be mounted on low bollards or ground buttons. Lighting shall be focused on targeted use areas, and floodlighting shall be prohibited. Exterior lighting fixtures should complement the architectural style of structures. Lighting shall be limited to that necessary to provide for public safety, and shall be sited and designed to limit glares and light spill off-site.*

Background

The project site is currently developed with several structures and parking lots and surrounded on three sides with similar urban development. Immediately across Ocean View Boulevard is rocky shore habitat, including tidepools (intertidal and subtidal areas), and small sandy beaches, along with Stanford University's Hopkins Marine Station

complex. The marine environment here is part of the Monterey Bay National Marine Sanctuary (MBNMS) and the Lover's Point-Julia Platt State Marine Reserve (SMR). This shore habitat supports diverse marine bird life and marine mammals, including three nearby beaches that are important known pupping and haul out areas for the Pacific harbor seal (*Phoca vitulina*): Fisher Beach, which is located at the eastern/upcoast end of the Hopkins Marine Station adjacent to the Monterey Bay Aquarium and approximately 255 feet from the ATC site; West Beach, which is along the downcoast/western side of Hopkins, and approximately 400 feet from the site's corner along Ocean View Boulevard and Dewey Avenue, and the Fifth Street Rookery, which is further west/downcoast and about 1,000 feet from the ATC site. Harbor seals regularly haul out on these beaches to rest and, in March and April, female harbor seals give birth on these beaches. Females bear one pup each year and may nurse it for four to six weeks before it is weaned, typically in the same location year after year,[49] including where the mother will leave the pup on the beach while she forages for food in nearby waters.

Harbor seals are particularly vulnerable to human disturbance. Noise, light, and vibration can cause stress to harbor seals, which can result in injury, relocation, or abandonment of pups. Harbor seals are protected by the Marine Mammal Protection Act implemented by the National Marine Fisheries Service (NMFS, or NOAA Fisheries), which generally prohibits their 'take'[50] unless authorized via an Incidental Take Permit (ITP) issued by NMFS. Generally speaking, NMFS can authorize an ITP for certain activities that will result in unintentional, but not expected, take, such as for construction projects, scientific research, and energy/oil and gas projects. Since the offshore waters are part of the Monterey Bay National Marine Sanctuary, the Sanctuary also prohibits take in a similar fashion as NOAA Fisheries does, with a National Marine Sanctuary permit required to allow for such otherwise prohibited activity. In addition, the California Department of Fish and Wildlife (CDFW) prohibits all injury, damage, take, or possession of any living marine resource in State Marine Reserves (as applies to all of offshore areas in the ATC vicinity) except in relation to scientific, research, or restoration purposes.

Offshore of the project site, the larger rocks above high tide and wave spray support roosting birds as well as the black oystercatcher (*Haematopus bachmani*), which is present year-round and nests on these rocks. Nesting pairs have been observed along the rocky shoreline adjacent to Hopkins Marine Station, approximately 500 feet from the ATC project site.[51] The black oystercatcher is federally listed as a "Species of Conservation Concern" and CDFW placed black oystercatchers on a high priority status

[49] Females have high site fidelity in that they will return to the same spot on the same beach or rocky outcrop year after year to give birth to and raise their pups.

[50] Which is defined similar to the Endangered Species Act in terms of hunting, capturing, harassing, killing, or attempting same.

[51] According to the project's EIR, in 2016, seven pairs of black oystercatchers were documented to nest along the Pacific Grove shoreline (pg. 185 of FEIR). And four nests were spotted in close proximity to the Hopkins Marine Station in 2023 per the Monterey Audubon's Black Oystercatcher Reproductive Success Report. Black oystercatcher pairs are monogamous, nest March – September, and spend several months teaching their young to forage for invertebrates.

for further investigation and conservation. Black oystercatchers are a species of high conservation concern due to their small population size, low reproductive success, and dependence on habitats that are highly vulnerable to human disturbance. If parents are driven away from the nest by any disturbance, such as noise, the eggs or chicks are left vulnerable to gulls and other predators. The young require four to five years to reach full maturity and begin nesting.

See **Exhibit 1** for a map of the offshore beaches located near the project site.

Appeal Contentions

The appeals contend that the approved project does not adequately protect harbor seal habitat or black oystercatcher nesting territory located offshore near the project site. Specifically, the appeals contend that construction noise, including demolition and excavation, could adversely affect these species, especially during pupping and nesting seasons in violation of the LCP's resource protection policies. The appeals also contend that the City-approved mitigation measures are not adequate to protect these species during construction activities and that the approved mitigations are vague, are reactive and not proactive (i.e., mitigation is implemented after disturbance is noted), and do not contain adequate standards for work stoppage, work recommencement, or noise reduction effectiveness. One appeal also contends that the project's lighting will substantially increase the nighttime luminescence beyond the exterior of the buildings/site, which could negatively impact birds in the surrounding area. See **Exhibit 5** for the full appeal documents.

Analysis

As noted, the Pacific Grove LCP includes a suite of provisions to protect habitats broadly, as well as black oystercatchers and harbor seals specifically. The LCP requires, mirroring Coastal Act Section 30231, that marine resources be maintained and enhanced, with special protections afforded to areas with special biological significance. The offshore area clearly meet this 'special biological significance' standard given its status as a National Marine Sanctuary and State Marine Reserve. The LCP also includes specific protections for harbor seals and black oystercatchers, including implementing measures to protect pupping, as well as to protect the rocky intertidal habitat for oystercatchers, both of which are character-defining fauna in Pacific Grove, and are also protected under relevant State and Federal law.

The project's EIR recognized these resources and underwent an extensive review of potential impacts, finding that construction noise from the project site could result in impacts to offshore resources, and was the most potentially concerning aspect of the proposed project.[52] The EIR walked through the science and literature on construction

[52] The EIR also evaluated the impact of lights and windows on such resources, and found that, in conformance with LUP Policy DES-6, shielding, bird friendly windows, and other lighting downcasting techniques so as to reduce light spill would adequately protect against any adverse impacts, particularly when understood in relation to the surrounding urban context with the existing ATC site, residential development, and the Hopkins Marine Station all being existing light-emitting uses.

noise impacts, finding that NMFS uses 90 decibels[53] as the in-air threshold for when harbor seals exhibit behavioral disruption, with 100 decibels for other pinnipeds.[54] However, it did note that much of the literature is based on underwater sound, and thus while these above water thresholds are identified by the EIR as the 'industry standard' at this current time, more research was needed on this topic. This is particularly important since pregnant harbor seals are stationary for long periods of time and don't have as much capacity for movement away from a disruptive noise source.

The EIR then quantified the construction activity for the purpose of estimating the potential for offshore noise impacts. The Applicant estimates that construction will take between 18-24 months, with the loudest potential for noise being during initial demolition and subterranean excavation. During this loudest phase and at Fisher Beach, which is the closest harbor seal location to the ATC site at 255 feet away, noise is expected to reach up to 81 decibels. It also estimated that ambient noise at Point Cabrillo, which is the seaward-most point of Hopkins Marine Station and in between Fisher Beach and West Beach, is currently 64 decibels. Thus, the EIR concluded that noise should not adversely affect marine mammals, including because it would be less than the NMFS-recommended 90 decibel, and because of the distance from the project site to area beaches, intervening structures and topography, and general existing noise from surrounding ocean conditions and urban development. That said, the EIR also found that harbor seals are "a unique receptor and marine mammal protection is a priority for the City" and thus recommended a series of mitigation measures that were included as part of the City's approval. These measures included only allowing demolition, grading, and excavation (the loudest activities) to take place outside of harbor seal pupping season (i.e., no such work between February through June), and biological monitoring during "phases of construction that generate higher noise and vibration levels", comprised of daily monitoring during demolition and excavation, and twice monthly during the remainder of the construction program. It also provided authority for the required on site monitor to stop work based on identified "activity or behavior identified by the monitor(s) indicative of unusual stress or threatening relocation", with work to resume "only after noise levels are reduced and additional noise/disturbance protection measures are employed and tested in the field for effectiveness."

The Commission's Ecology group has reviewed project materials, relevant literature, and consulted with numerous local experts in the field of marine mammal and avian protection. With respect to potential black oystercatcher impacts, oystercatchers are especially sensitive to visual disturbance, and susceptible to disturbance from construction noise and vibration. And with respect to potential harbor seal impacts, the general consensus is that there isn't a clear answer as to whether or not the project's construction noise would or would not adversely impact harbor seals. As noted, the literature on such issues is evolving and imprecise, and thus it can't for certain be said

[53] For perspective, 90 decibels is roughly equivalent to a food blender at 3 feet away indoors, 100 decibels is equivalent to a jet flyover at 1,000 feet, and normal speech is about 60 decibels.

[54] See NMFS' 'Marine Mammal Acoustic Thresholds' listed here: https://www.fisheries.noaa.gov/west-coast/endangered-species-conservation/esa-section-7-consultation-tools-marine-mammals-west#marine-mammal-acoustic-thresholds.

that 90 decibels is the absolute threshold for acceptable noise impacts. Multiple harbor seal experts agreed that behavioral responses can occur at noise levels below 90 decibels. And given that construction noise is estimated to be close to this noise level, there remains the potential for adverse impacts. Therefore, the finding that the project shall protect and maintain marine habitats and species cannot be made with certainty. Hence, at a minimum, there is a need for much more robust monitoring, specificity on actions that should be taken, and mitigation measures that should be applied to protect such species and their habitats. Put another way, while the City-approved monitoring program at a broad level is a good start, it lacks sufficient details to effectively carry out its objectives. For example, it doesn't specify the actual triggers for work stoppage, including what would constitute harm and distress; it doesn't specify/require that relevant resource agencies, including NMFS, CDFW, the Sanctuary, or the Commission would be notified of such stoppage (only the City and the Applicant would be notified); and it does not specify what would happen if construction activity couldn't safety restart. Altogether, the project raises some significant habitat concerns that have not been resolved though the City's approval.

In sum, the City's CDP approval raises a substantial LCP conformance issue regarding coastal habitat resources.

6. Historic Resources

Applicable LCP Provisions

The LCP includes provisions designed to identify, maintain, enhance, and protect historical resources throughout the City, including LUP directives for the City to implement various programs and efforts to protect historical resources, including by maintaining and updating an inventory of historic resources and engaging citizens and groups in historic preservation efforts. The LUP also requires redevelopment of structures of historical significance to retain the lines of original designs as much as possible and requires compliance with federal historical resource protection standards. Finally, the IP requires that applications for development that may impact historical resources submit a Historic Resources Report that describes the potential resources on site, discusses potential impacts, describes how impacts may be minimized, and explores alternative designs and how they relate to existing historic resources. The LCP states:

> ***LUP Policy CRS-4:*** *The City will update the background information for all archaeological sites identified within the Coastal Zone to develop a current assessment of the resources' potential historical significance and evaluate their vulnerability to climate change, including those sites recommended or determined to be eligible for listing in either the National Register of Historic Places or the California Register of Historic Resources; and conduct the further research needed in order to determine the present condition of each site and to make an assessment of their potential eligibility for listing on either register, and therefore, their potential historical importance.*
>
> ***LUP Policy CRS-7:*** *Rehabilitation, reconstruction, remodeling, or exterior modification of existing structures with historic or architectural significance in the Pacific Grove Retreat, and other neighborhoods in the Coastal Zone, shall relate*

to or retain the lines of the original design as much as possible and alterations shall provide evidence of substantial compliance to the Secretary of the Interior standards for historic resources.

LUP Policy CRS-8: *Design review shall be required as part of the Coastal Development process in order to maintain historical continuity and visual harmony of new development within the Pacific Grove Retreat and other neighborhoods in the Coastal Zone.*

LUP Policy CRS-9: *In order to protect historic structures, unwarranted demolition shall be avoided by implementing standards for demolition.*

LUP Policy CRS-10: *The City will continue its ongoing programs of citizen involvement in carrying out its historic preservation policies and programs.*

LUP Policy CRS-12 (in relevant part): *Other historic or architecturally unique structures, including the Julia Morgan structures at Asilomar State Beach and Conference Grounds, shall be protected and maintained to the fullest extent possible…*

LUP Policy CRS-13: *The City will maintain and update the Historic Resources Inventory, with assistance from professional consultants and the Heritage Society of Pacific Grove, to provide a current description of the historic and visual character of the Pacific Grove Retreat and of the other historical neighborhoods in the Coastal Zone.*

IP Section 23.90.200(b)(2)(A-C): *Applications for Development Potentially Affecting Cultural Resources. The following documentation and requirements shall be provided for all CDP applications that may impact cultural resources: …(2) Historic Resources Report. For new projects that include demolition or alterations to potential historical resources, a historical assessment report prepared by a qualified professional is required prior to approval of the project. The lead author must meet the Secretary of the Interior's professional qualifications standards (36 CFR Part 61) in history or architectural history. At a minimum, the historical assessment report shall include the following: (A) Detailed description of the historical resources at the project site. (B) Discussion of potential adverse impacts on historical resources from the project. (C) Recommended mitigation, minimization, and/or avoidance measures to protect historical resources, including description of alternative designs for the proposed project (if any are proposed) and how alternative designs relate to the historical resources on the site and alternative design impacts compare to those of the project.*

Appeal Contentions

The appeals contend that several of the buildings that will be modified or demolished qualify as historic for listing under State and local historic resource inventories. The appeals further contend that the project was never referred to the City's Historical Resources Committee (HRC), which is the local deliberative body tasked with historic

evaluation and recommendations, including adding and deleting properties from the City's Historic Resources Inventory. See **Exhibit 5** for the full appeal documents.

Analysis

According to the EIR and as part of the project's LCP-required historic review, the City found that the existing ATC buildings are not listed on any national, state, or local historic preservation registers, but do contain important historic elements of note. The EIR found:[55]

> *The American Tin Cannery does appear individually significant under Criterion 1 (Events) as a property that is individually associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States. The American Tin Cannery, originally known as the American Can Company, directly contributed to the development of the Monterey Peninsula fish canning industry. Between 1927 and 1954, the complex served as the sole producer of the famous Monterey one-pound oval sardine can. The plant's physical location in proximity to the industry, its use of modern methods of production, and its ability to efficiently produce the product, assured a competitive edge for the Monterey sardine fishery against its southern California competitors. The growth of the industry and the success of the American Can Company was directly tied with industrial development during the City's 1927-1945 period of development, as identified in the* Pacific Grove Historic Context Statement *(2011).* (emphasis in original)

Thus, the site's use has played an important role in local and state history. In addition, architecturally, the site similarly is of local importance, including because it's the only former industrial canning building in Pacific Grove (with other nearby historic canning facilities along Cannery Row in Monterey having predominantly since been redeveloped into hotels and other uses, including the adjacent Monterey Bay Aquarium which used to be the Hovden Cannery). In addition, and while the site is not a canning facility anymore and is instead a mix of retail and commercial uses, the upcoast portion of the site is the only known example of Art Moderne design in Pacific Grove, and its distinctive 'sawtooth' roof too has some architectural distinction related to same. In short, the current buildings are not formally listed in any historic inventories, but they do hold some relevant local historic significance.

The City-approved project would partially demolish the 'sawtooth'/Art Moderne building and completely demolish the neighboring warehouse building. While the City's approval incorporated a series of EIR-identified measures to mitigate for potential historic impacts (including maintaining most of the sawtooth building and restoring its character-defining elements in conformance with National Park Service historic repair/preservation standards, and including a public interpretive display highlighting the building's past importance in the canning industry), the EIR nevertheless found that the project would have significant and unavoidable impacts to historic resources. The EIR found: "the American Tin Cannery will no longer retain sufficient historic integrity to convey its

[55] See Draft EIR page 8-25.

significance and will no longer be eligible for listing in the California Register of Historical Resources or the Pacific Grove Historic Resources Inventory."[56]

While the EIR concluded that the project would result in adverse historic impacts, the City approved the project nevertheless through a Statement of Overriding Consideration. Some of the rationale for this finding was that the project met LCP objectives related to historic preservation and coastal resource protection more broadly.

In short, the City, during CEQA and CDP review, analyzed the site's potential historic attributes, documented and described them, and required certain measures to retain some of the more important historic attributes, particularly the distinctive sawtooth roof element. The City found that demolition of the warehouse building was better from an aesthetic perspective in terms of not having industrial facilities located in a prime and conspicuous waterfront location, and that the sawtooth building's facade changes would break up mass and scale by creating courtyards and other architectural interest. In other words, the City balanced the need for historic resource protection with other LCP coastal resource objectives. And the LCP allows modifications to structures with historic elements, whether listed or not, and the City appropriately followed its prescriptions. These are all reasonable conclusions, particularly in light of the fact that some of the most character-defining elements of the existing site will be retained, and that many of these historic canneries in the area have been repurposed over the years into other similar modern uses where history can be honored while also adaptively reusing these facilities for modern purposes. The City's approval does not raise a substantial LCP conformance issue with respect to historic protection.[57]

7. The "Five Substantial Issue" Factors

When considering a project on appeal, the Commission must first determine whether the project raises a substantial issue of LCP conformity and/or Coastal Act public access conformity, such that the Commission should assert jurisdiction over the CDP application for such development. At this stage, the Commission has the discretion to find that the project does or does not raise a substantial issue of LCP and/or Coastal Act conformance. The Commission's regulations lay out the following five factors that it may consider when determining whether the issues raised in a given appeal are "substantial" (14 CCR section 13115(c)): the degree of factual and legal support for the local government's decision; the extent and scope of the development as approved or denied by the local government; the significance of the coastal resources affected by the decision; the precedential value of the local government's decision for future interpretations of its LCP; and, whether the appeal raises only local issues as opposed to those of regional or statewide significance. The Commission may, but need not, assign a particular weight to a factor, and may make a substantial issue determination for other reasons as well.

[56] See Draft EIR page 8-24.

[57] In addition, the City's Historical Resources Committee is not listed in the LCP as having any required CDP reviewing authority or given legal status to review CDP applications. This contention too does not raise a substantial issue. And the project's historic elements were reviewed by the Architectural Review Board, Planning Commission, and City Council, thereby providing sufficient historic review in this regard.

In this case, these five factors, considered together, support a conclusion that the City's approval of a CDP for this project does raise a substantial issue of both LCP conformance and Coastal Act public access conformance.

In terms of factual and legal support, while the City's record is voluminous and was reviewed by various deliberative bodies, certain factual and legal conclusions are not well founded, specifically in terms of water supply (e.g., rote reliance on the MPWMD's water allocation provisions to satisfy LCP water supply requirements and findings without any independent analysis is not legally adequate), lower-cost accommodations (e.g., feasibility assessments, mitigation fee amounts, specifying the only persons who are eligible for lower-cost rates when the LCP prohibits same), and public coastal access (e.g., finding the project maximizes public access while bona fide public access impacts of the project related to the loss of public streets remain unmitigated). These findings suggest a substantial LCP conformance issue.

In terms of the extent and scope of development, by almost any measure, the project is large, and would be one of the largest on the entire Monterey Peninsula, spanning almost 6 acres and multiple City blocks. Its size, and particularly when understood in relation to the number of coastal resource issues implicated (water supply, habitat resources, lower-cost accommodations, public views, public access, etc.) and the other substantial issue factors, clearly argues for a substantial issue determination.

In terms of potential precedential and prejudicial impact, it should first be noted that any one case, like this one, is decided on its specific facts and its specific merits, and is not entirely dispositive as to how subsequent CDP decisions will be made. At the same time, there is always the potential that the City (and/or potential future applicants) might see the City's action here as precedential. And in fact, it is possible that such a decision could have ripple effects on nearby communities and their LCP implementation related to the City's interpretation of shared issues, particularly water supply, that could be used in relation to other projects in the Monterey Peninsula coastal zone that are subject to similar water issues, and thus it's important to analytically get it right, which also argues for substantial issue.

In terms of the significance of the coastal resources involved, the project includes a suite of significant coastal resource issues, ranging from water supply (and the accompanying impacts to the sensitive aquatic environment) to lower-cost accommodations to public coastal access to marine mammal protection, which also argues for substantial issue.

Finally, in terms of whether the appeal raises only local issues as opposed to regional or statewide issues, all of these issues are important locally as well as statewide given the breadth and scope of the coastal resources implicated as described above.

Taken together, the City-approved CDP for the project does not adequately address Coastal Act public access and LCP coastal resource protection issues, and the five factors, individually, and on the whole, support a finding of substantial issue as to conformity of it with the Coastal Act and the certified LCP. Thus, for the reasons stated herein, the Commission finds that Appeal Number A-3-PGR-22-0004 raises substantial issues with respect to the City-approved project's conformance with the certified LCP

and the public access policies of the Coastal Act and takes jurisdiction over the CDP application for the proposed project.

H. De Novo Coastal Development Permit Determination

The standard of review for this CDP determination is the City of Pacific Grove certified LCP. All Substantial Issue Determination findings above are incorporated herein by reference.

1. Proposed Project

On de novo review and including in response to the issues identified in the preceding Substantial Issue analysis, the Applicant has modified their proposed project. While its core elements remain the same in terms of it being a full-service hotel resort, several changes have been proposed in response to the substantial issues previously identified regarding the former City-approved version. The newly proposed project is reduced in size and scope from 225 hotel rooms to 206 (along with a 'Group' wing with 64 beds in 16 units in a shared accommodations construct), removal of one pool and spa (from 2 pools and 2 spas to one pool and one spa), relocation of a vehicle entrance/turnaround along Ocean View Boulevard and replacement with a public park/open space along the intersection of Ocean View Boulevard and Dewey Avenue, and an overall reduction in square footage of some 85,000 square feet. In addition, and as explained in more detail in the subsequent findings, several project elements have also been modified, including now providing direct public access to the 'living' green roof from the new public park and direct public bathroom access from Eardley Avenue, and a new lower-cost accommodations component comprised of 18 on-site traditional hotel rooms at LCP-defined lower-cost rates, a 16-unit/64-bed on-site Group wing with shared accommodations, and low- and no-cost overnight stays for lower-income groups for 300 guest nights (i.e., one guest for one night) per year within the Group wing, all as described in more detail subsequently.

2. Water Supply

As discussed in the preceding Substantial Issue determination, the Pacific Grove LCP can largely be understood as a two-step process. The first step is ensuring that the City has a sufficient water allocation to provide the site with water. This can largely be understood as whether the particular site in question has a water allotment from the Monterey Peninsula Water Management District (i.e., whether the site is allowed water in the first place pursuant to the District's water management programs and policies). And the second step is ensuring that such water is coming from a source and in an amount that is environmentally sustainable. On this point, the Commission has typically understood 'sustainable' to mean water that is being extracted in such a manner as to not have any adverse impacts to sensitive coastal resources, including wetlands, streams, creeks, the ocean, and other aquatic habitats.

Regarding the first point, as discussed, MPWMD has allotted 18.53 AFY of water to the ATC site, which it finds is both the amount the City is allowed to allocate for the site, and which represents what the site is equipped to accommodate at full use. This metric is what the District uses to ascertain the amount of water an existing site is 'allotted' and thus what it will allow Cal-Am to serve. As applied to this project, the District has indicated that, so long as water usage remains at or below this amount, the project

doesn't run afoul of their water allocation provisions. To be clear, this provision of the LCP is akin to the requirement for a 'will-serve' letter or some other type of affirmative determination that the applicable water provider can and will legally provide water to the proposed development, including in conformance with their own procedures. If the entity cannot or will not provide water for whatever reason, then this independently would require a project's denial regardless of whether the water source is sustainable or not. In other words, this prong of the LCP can be understood as a factual yes or no in terms of the water provider allowing water to be served to this proposed project. The District has said yes, so long as it's below the 18.53 AFY amount. When viewed in this light, such determination can serve to satisfy the first part of the LCP's water supply requirement as it relates to the allocation requirement.

However, regarding the second point, as explained in detail in the Substantial Issue findings, at this time, given the myriad factors facing the Monterey Peninsula's water supply, including in terms of historic adverse impacts to sensitive aquatic species in the Carmel River as a result of water overconsumption, concerns regarding overdraft and seawater intrusion in the Seaside Groundwater Basin, the State Water Board's CDO to prohibit new connections and intensifications of existing connections, and various uncertainties regarding the timing of Cal-Am's desalination project, the efficacy of Monterey One Water's Pure Water Monterey Expansion, and various determinations regarding the region's water demand and supply assumptions, it cannot be found at the current juncture that such water would currently come from a long-term, sustainable supply.

In light of such determination, the question then goes to how to apply such understanding to this proposed project. While it's more straightforward to apply this understanding to a new use on vacant land (as it's clearly new water-using development when there isn't available supply to newly serve it), it's somewhat more complex to apply it to existing developed sites. One way to understand it is that the public policy goal of the area is to reduce water usage from existing levels so as to bring the Peninsula's water usage into a sustainable state. As such, it doesn't really matter if there is an existing water-using use as any form of new water-using development must be denied unless and until the requisite Coastal Act findings regarding water supply health and adequacy can be met. This position would certainly be consistent with the intent of the State Water Board's CDO, which is premised overall on the requirement to reduce water usage to legal and sustainable levels. Reducing water usage would also clearly be consistent with the LCP's requirement to protect sensitive aquatic resources and only provide water in an amount that sustains such resources. Applying this understanding to this proposed project would result in its denial, as there wouldn't be any water available to serve it unless and until there is evidence about the sustainability of the region's water supply.

A second way to approach this is to cap water usage at existing usage amounts. The idea in this scenario would be to recognize that there is currently water flowing at the site, and thus limiting new development to that actual flowing amount wouldn't exacerbate the problem. It would effectively maintain the baseline status quo. The question then would become one of how to calculate and determine the appropriate 'baseline'. The MPWMD has its own protocols for doing so, including establishing water

demand and use calculations based on the site's 'capacity for use', or what the site is physically equipped to accommodate water-wise at full build out rather than what it actually uses. The State Water Board has opined that, while the District's 'capacity for use' method may be appropriate in some cases, another analytically compelling method would be to determine the actual average water use for a water year from the past five years, or to use both methods and use whichever is the lessor amount. This makes sense for a variety of analytical reasons, not the least of which being that the idea that a baseline should be based on the amount of water the site could use at full occupancy and use is also inaccurate from a CDP perspective inasmuch as changes in use and changes in intensity of use, such as would occur should new/different tenants come into the space, is development requiring its own CDP, and such development itself would be required to meet the same LCP water supply tests as this proposed development, and would not be somehow 'grandfathered' in and allowed to use that amount of water no questions asked. As a result, the concept embedded in the District's 'full use' baseline is inherently flawed.

That said, MPWMD has strongly opposed the use of actual water consumption data, arguing that doing so may incentivize prospective property sellers to artificially increase water use to facilitate changes in use by prospective buyers, as well as penalize those that implement conservation features to reduce water consumption. Additionally, MPWMD claims that it is unlawful to use actual water consumption data because it would violate CPUC policies regarding customer privacy,[58] and MPWMD's Board even went as far as to adopt a resolution identifying the flaws and legal problems associated with using actual water data, and concluding that they will not do so when establishing baseline water usage.[59] It should be noted that Commission staff, despite repeated requests for same, were not given the actual flowing water records for the ATC site, with the non-disclosure agreement cited as justification for not doing so, even if it appeared to staff that the property owner and underlying site users weren't under the same restrictions as MPWMD and Cal-Am, and could have provided such data legally as it was their own water data. In any case, and as a work around, the actual flowing water for the site can be estimated by using the District's water use factors as applied to only the square footage that is currently occupied by a tenant, thereby avoiding counting vacant space as using water. Commission staff worked with the Applicant to get such rent data, and then applied the water use factors to that square footage. The results of that exercise show that, as of July 2022, the estimated total water use was 5.924 AFY, with water use as of July 2021 at 8.030 AFY, and, pre-Covid, at 13.159 AFY as of July 2019. While it is true that the pandemic and the project's pendency has led to some increases in vacancies, which could skew such numbers, it is also true that the site has not been at full occupancy and use for many, many years, and since well before 2019. Using these numbers as a proxy for what the State Water Board suggests is a more

[58] Specifically, the District cites to a non-disclosure agreement required by Cal-Am of its customers as a prerequisite to providing water service that prohibits providing access to water use records to anyone other than the specific account holder. The District indicates that this agreement means that neither MPWMD nor Cal-Am are legally allowed to provide actual water consumption data for existing service addresses.

[59] See Resolution No. 2018-05 adopted in 2018 at: https://www.mpwmd.net/resolutions/2018/Resolution2018-05.pdf.

accurate determination of existing/baseline water use shows that the site's running water has ranged from roughly 6 AFY to 13 AFY. And applying this metric to the site would yield a pretty significantly downscaled project.

And finally, a third permutation, and related to the second one, is to cap water usage in line with what the MPWMD did for this site in terms of its capacity for use. As described previously, the MPWMD's 18.53 AFY water allocation is based on the amount of water the site is physically equipped to accommodate at full occupancy. Water usage fluctuates, particularly at a commercial building where tenants routinely change hands, which is evident by the fact that the site appears to have used only about 6 AF last year, but three years earlier it had used about twice that amount. And, to the District's point, looking at actual water usage can lead to deviations for a variety of reasons, particularly for commercial spaces, that can make it difficult for use in planning applications like this. At the same time, this is simply 'paper water' inasmuch as it doesn't actually reflect running water, nor the long-term sustainability of its source. When using this method, which is the version relied on by the District and the City, the site would be allowed no more than the 18.53 AFY identified/allocated for this site.

Each of the three permutations runs across the spectrum of methodologies for evaluating water use under the LCP. The most conservative approach, of course, would be the first alternative (no new water use allowed scenario) that indicates that no water use at the site is permissible pursuant to the LCP, which would require project denial. While this would help address coastal resource impacts more broadly as it relates to water supply issues, the existing status quo at the site would remain, so it would only hold such impacts steady, and not actually decrease them. In other words, denial of this project would not mean that the existing commercial uses at the site also go away, and thus water use would be expected to continue at current levels (i.e., roughly 6 AFY). To put it another way, denial would eliminate <u>new</u> water use, but is not likely to reduce water use at this site and there is still the possibility of the site being entirely rented out and utilizing their full 'paper' water amount. That said, there would still be resource value to applying this scenario.

The second alternative (actual flowing water scenario) makes more sense since it is applying a more apples to apples comparison between the actual water currently being used at the site and what a future project would be using. In other words, the water use stays the same, but the use that is using it would change, from commercial uses to hotel uses. Application of this scenario suffers from the fact that there can be any number of reasons why water use might be at a certain level in an existing situation (including, as the District identifies, where potential applicants might try to increase their water use in order to be allowed a larger development in the future), but it also is more analytically pure because it compares actual before and after consumption, and allows for decisions to be made based on the water use difference, and what that difference means in terms of the applicable LCP coastal resource requirements and questions raised. Even with

the inherent issues, this scenario is probably the simplest, most straightforward, and analytically accurate scenario.[60]

And lastly, the third alternative would be to apply the District's water use credits to the site as the District recommends (the estimated water use at full capacity scenario). This method is probably the least protective of coastal resources that are impacted by water demand, but it has the benefit of providing the market with greater certainty in terms of potential growth, even as it essentially represents 'paper' water credits and not actual water use. As applied to the subject case, it also is the option that allows the City to move forward with what it considers its largest growth opportunity site at the scale the City has long envisioned, going back to the citizens' initiative from almost a decade ago that allowed the project at this location in the first place. And where that project is a visitor-serving project, a project type that has priority over other types of projects that might otherwise be considered here under the LCP and the Coastal Act. This scenario also leans most heavily on estimates that the Peninsula's water supply issues are nearing a point where they will not lead to these types of difficult questions as a general rule, and where development may be able to proceed in the relatively near future based on a sustainable supply, thus mooting some of these very questions.

In short, it is a judgment call as to the best method to find LCP consistency, requiring the weighing of costs and benefits, including costs and benefits of different potential resource outcomes, and applying various temporal considerations. And while it may not be directly applicable to other potentially proposed development on the Peninsula, including as it is attributable uniquely to the context and attributes of the proposed project at this location at this time, the Commission here applies the third scenario. Thus, as long as water use is below 18.53 AFY, then the Commission can find the project consistent with the LCP on this point. **Special Condition 5** thus limits the approved project to that amount, and requires the MPWMD to provide written concurrence that the approved project in its totality (inclusive of all hotel rooms, restaurants, pool/spa amenities, and any other water-using development, and not offering 'credit' for off-site laundry or greywater system) is within such water budget.[61] It also requires audits of actual water usage so as to ensure compliance with such water budget over time, and remedial measures if such usage is in excess of this limit. MPWMD staff have reviewed the Applicant's proposed project and has preliminarily confirmed that it falls under the prescribed 18.53 AFY amount.

3. Lower-Cost Accommodations

As described in the Substantial Issue findings, the Pacific Grove LCP includes a robust set of specific standards related to the provision of lower-cost accommodations. The LCP defines what qualifies as lower-, medium-, and higher-cost accommodations,

[60] And has been the method repeatedly recommended by Commission staff for as long as this application has been pending at the local level; see Exhibit 7.

[61] To be clear, this condition requires total water consumption to be within 18.53 AFY. If the Applicant provides signoff of the efficacy of on-site greywater recycling and use by requisite agencies (as required of **Special Condition 1(d)**), then such 'credit' could be understood in relation to the 18.53 AFY water budget. In other words, the condition doesn't provide for a 'credit' per se, but rather such savings would be reflected in the amount of water the site actually uses.

requires new development to provide lower-cost accommodations in an amount equal to at least 25% of the number of high-cost accommodations, and requires such lower-cost units to be provided on-site as part of the proposed project, unless doing so is found to be infeasible. On this point, the LCP requires a detailed analysis underlying the factors regarding a project's infeasibility of providing such lower-cost units on site, including specifying the financial assumptions and rationale for this conclusion. If on-site infeasibility is determined, then the LCP allows for such lower-cost requirements to be satisfied by the payment of an in-lieu fee in an amount equal to providing new such accommodations units elsewhere in the City.

This LCP construct is specific and rather unique to the City, and three important points should be made. The first is that the standards are more robust and detailed than many other LCPs, which is reflective of the fact that the City's LCP is the most recent newly certified one in the State. The LCP was fully certified for the first time, with the City assuming CDP review authority, in 2020, and thus the lower-cost provisions reflect some of the Commission's most recent contemporary understandings of the importance of these issues. Second, the LCP speaks to the importance of providing lower-cost units on-site as part of the proposed project, with in-lieu fees and off-site units allowed only as a second resort due to on-site infeasibility issues. And this is for several reasons, including both the Commission's general difficulty in getting in-lieu fees spent on actual new lower cost units, as well as the overarching goal of providing more equitable mixed-use/income accommodations types in the coastal zone, which is both a public access issue as well as an environmental justice issue. These understandings after almost 45 years of Coastal Act implementation helped inform the LCP's on-site preferences. And third, and perhaps most importantly for this project, these policies were written with the ATC site in mind. This reason is twofold: one, the LCP envisioned a hotel at this site, with various iterations of hotel proposals in the past. And in fact, this particular hotel proposal was in its infancy when the LCP was being developed. And two, there simply aren't many other sites in the City where new hotel development would be possible. Due to water supply issues as discussed previously, and due to voter initiatives from the 1980s that restrict the building of new hotel units, developing new hotel units at all, let alone lower-cost ones, is a difficult endeavor in Pacific Grove. As such, and while the LCP's lower-cost requirements apply throughout the coastal zone to all accommodations projects, there was a particular understanding of their applicability to the then-upcoming proposed ATC project to meaningfully provide lower-cost units and address this pressing affordable lodging issue in the Monterey Peninsula.

In this case, the Applicant is proposing 188 high cost rooms, which would necessitate the provision of 47 lower-cost ones (i.e., 25% of the higher cost rooms) whether on site, in an offsite project (i.e., a 47-room lower cost hotel), or a fee (calculated for 47 rooms to be some $22 million in this case.[62] In light of this, and in response to the articulated issues with the City's previous approval, the Applicant revised its lower-cost proposal to include three parts. The first is to include 18 traditional, double-occupancy hotel rooms interspersed within the rest of the hotel. These units would be capped at the LCP's defined lower-cost rates, which, as described previously, at the current time in 2024

[62] Where that fee is inclusive of land acquisition, construction costs, and a 10% management fee, estimated to be $463,972.55 per unit, or $21,806,710.08 for 47 units: see Exhibit 6.

would be no more than $184 per night. The second component is the construction of a 'Group' wing somewhat separated from the main hotel facility, but still on-site and part of the overall ATC hotel resort complex. In this area, there would be 64 shared beds within 16 units. Each bed would be priced at $85 with common areas and shared bathrooms (eight bathrooms in total, with each bathroom serving two units, or serving occupants of up to 8 beds total). And third, within this Group wing, the Applicant proposes a program to provide for low- and no-cost stays for groups, including from schools, underrepresented youth, and underserved communities. The Applicant proposes to provide at least 300 bed-nights per year[63] in the Group wing for such programming, where 150 such stays would be free, and the others would be provided at lower cost (again, where each of the rooms wouldn't cost more than $184 per night). The Applicant indicates that the intent is also to work in partnership with the Monterey Bay Aquarium and other area attractions and educational facilities to provide for environmental education opportunities along with overnight stays.

There are numerous issues to discuss with respect to the Applicant's proposal. It first should be noted that the proposal to provide for on-site lower-cost hotel rooms is clearly consistent with both the intent and letter of the LCP's lower-cost requirements. That said, the LCP requires 47 such units, and this proposal is for 18, thus not all of the requirement is satisfied. The Applicant believes that the remainder of its proposal in terms of its proposed Group wing and its low- and no-cost group programming efforts fills in that remaining 29-unit gap. Their thinking is that, pursuant to the Commission's general understanding, including from research done by Hostelling International, a hostel bed utilizes about 125 square feet and a lower-cost, double-occupancy hotel unit 250 square feet. Thus, based on these typical unit sizes, the Applicant seeks a '2:1 conversion', meaning that 2 hostel beds are equivalent to 1 hotel room or "unit" for LCP purposes. In other words, the Applicant wants the Commission to consider the 64 beds in 16 shared rooms (with shared bathrooms) to be the equivalent of 32 standard lower cost hotel rooms. And the Applicant posits that, along with programming efforts totaling some 300 bed-nights per year within, more than satisfies the LCP's requirements.

A first question is how to treat the proposed hostel/group/shared accommodations construct as a form of lower-cost accommodation. One could argue that these units are inferior to the luxury hotel units being proposed in the main hotel complex, and that the lower-cost units should <u>all</u> be like-for-like in terms of affordable hotel rooms (with private bathrooms, minimum double occupancy, and on the same grounds/treated in all the same manner as the rest of the hotel). Another way to look at it is that these type of proposed shared accommodations are an affordable way to target single travelers and couples who may not need a full hotel room and would benefit from cheaper shared accommodation. In addition, these types of units would be geared toward the budget conscious traveler and would therefore be more amenable to being reserved for and used by those who need such lower-cost accommodation the most, rather than a low-cost hotel room that could be used by a higher-income traveler who would already be

[63] Where one bed-night is when one user of one bed stays one night. At full occupancy of the Group wing, and its 64 total beds, a group of 64 staying for one night would take up 64 of the 300 bed-nights.

looking to stay at the high-end ATC hotel. In other words, a hostel/group quarters might naturally better target those of lower income and be more fruitful in this regard.

Still yet, there are questions as to how to analytically compare an $85 per bed shared room (4 occupants) with an individual $184 lower-cost hotel unit at double occupancy. When looked at from the perspective of a single traveler or couple, the price point would be below the $184 threshold and could therefore be considered lower-cost, bracketing whether this is a correct comparison between these two accommodations types (i.e., sharing rooms and bathrooms with strangers). However, when looked at the price per unit, the four beds in the hostel unit would be $340, almost double the $184 hotel room cost and clearly not lower-cost, particularly for a family of four who each want their own bed. In addition, while the Applicant believes the correct comparison between these two accommodations types is two hostel beds to every one hotel room, there are questions as to whether this is appropriate or not. While square footage and occupancy may lead to the 2:1 conclusion, based on other metrics, like privacy, bathrooms, and price per unit/bed, these are analytical apples and oranges that do not lend themselves to a clean 2:1 conversion.

In light of all of this, several points can be made. First, all of the benefits and limitations identified previously regarding hotel vs. hostel/group quarters can be true. It is accurate to state that hostels can provide a specific type of accommodation for couples and single travelers, and can better naturally target the type of budget conscious traveler for whom such lower-cost rooms are intended. And, based on the proposed rates, the proposal can be understood as lower-cost for those that seek hostel style accommodations – usually single travelers, couples, or groups of friends on a budget. But it's also true that many people, including families with young children, will not seek and will not be comfortable in a shared accommodation construct and will instead seek a traditional hotel room. And in a hotel project with 188 traditional hotel rooms, and in an area with severe limitations in terms of where additional hotel units can be built (again, due to water scarcity, voter restrictions, lack of vacant properties, etc.) where it is imperative to take full advantage of the extremely limited opportunities for when units of any type are proposed, the lower-cost units provided should reflect the rest of the product, and thus include lower-cost hotel units. And, again, such lower-cost hotel units are more conducive to serve as an option for families, where they would be more likely to seek out the privacy and lower-cost price point associated with this accommodation type over a group quarter. As such, a package/mix provides the benefits of both of them.

Second, while the Commission understands the rationale behind the Applicant's 2:1 hostel bed to hotel room conversion based on size alone, the other inherent differences between the two accommodations types simply does not lend itself to such a 'clean' ratio. Two twin hostel beds in a shared room is simply not the same as two twin beds or one queen size bed in a private traditional hotel room. A more apt comparison between the two would be to compare units for units, in this case one hotel room with one hostel unit. The Commission can then understand the proposed Group wing to be comprised of 16 units. Thus, the proposed project provides 18 hotel units and 16 group/hostel units.

And third, while it is an even more 'apples to oranges' analytical comparison between units and lower-cost programs, the Commission can 'value' the Applicant's proposed group programming provisions within the context of the LCP's on-site lower-cost requirements for this project. And in this case, the proposal seeks to provide at least 150 free and 150 lower cost stays per year for those who traditionally may not be able to experience a coastal zone stay and related activities. This represents a meaningful lower cost accommodation benefit, and clearly is in line with the Commission's environmental justice principles and the objective of 'access for all'. Again, it is acknowledged that this isn't a perfect analytical fit, and that the program will mean that the Group wing isn't available to other users during these group occupancy times. But the ability to provide free and lower cost group accommodations so close to the shore and in such a highly visible and prime coastal locale for schools, youth groups, and other underrepresented communities is something that strikes at the heart of the Commission's lower-cost accommodations, public coastal access, and environmental justice mandates.

In short, while some may argue that the Applicant should provide 47 standard double-occupancy hotel rooms on site at a lower cost to satisfy the LCP, the Applicant has actually proposed a mix of lower cost amenities to satisfy the LCP, and that package can be considered by the Commission as well. The fact that the Applicant is proposing eighteen on site, lower cost hotel rooms is significant, including as it has been difficult in the Commission's experience to get fully integrated lower cost rooms as part of these types of projects, and there's a significant benefit to having that in this case. In addition, the 16 hostel/group rooms perform a different lower cost function, and target a different type of user, which provides a range of different accommodation options. Together, and together with the group programming aspect, the Applicant has proposed a significant lower cost visitor serving package, one that avoids in-lieu fees, and actually targets on-site and offsetting lower cost facilities, where the package can be considered adequate to satisfy the LCP's requirements in a slightly different way.

As such, **Special Condition 6** codifies the Applicant's proposal, and includes important measures to ensure that these lower-cost provisions are effectively carried out over time. Among other things, the condition specifies that the lower-cost thresholds are caps,[64] and that all hotel fees, including parking, resort fees, and administrative fees, with the exception of government-imposed fees/taxes, are to be reflected/included in that price. The condition also specifies some minimum standards for the lower-cost units, including that such hotel rooms must be at least 250 square feet (with a queen size bed or two twins) and all users of the lower-cost hotel units and the hostel/group quarters are required to have access to the same amenities in the rest of the hotel as would any other paying guest, including those in the high cost rooms. As for programming, while the condition is meant to be slightly broad in order to be nimble enough for flexibility in program elements, the condition does specify some overall minimum performance standards, including requiring at least 300 bed-nights per year of group stays, with 150 of those free and the other 150 capped at the LCP's lower-cost

[64] Subject to changes with the Consumer Price Index.

unit threshold,[65] specifying that the targeted clientele is those from lower-income communities, communities of color, and other communities that have been historically marginalized and face greater barriers to coastal access, and requiring yearly monitoring reports that identify program effectiveness and group composition, along with the proposed programming for the upcoming year. The condition also requires yearly monitoring and a third-party audit every third year to help measure effectiveness of the lower-cost provisions overall, as well as outreach to market such rooms to inland communities, including in Spanish and other appropriate languages.

And finally, **Special Condition 7** requires that all overnight accommodations (hotel rooms and group quarters) be open and available to the general public, that rooms shall not be rented to any individual, family, or group for more than 29 consecutive days and that no individual ownership or long-term occupancy of hotel rooms shall be allowed. To further ensure that the hotel operates as proposed and approved, **Special Condition 7(b)** prohibits the conversion of any of the hotel overnight rooms to limited-use overnight visitor accommodation units (e.g., timeshare, fractional ownership, etc.) or to full-time occupancy condominium units or to any other units with use arrangements that differ from the approved project, as well as requires annual monitoring reports to ensure same.

In conclusion, the Applicant has proposed a meaningful package of lower-cost accommodation types that can serve as lower cost options for families (in 18 such hotel rooms), for single/couple travelers (in 64 beds in shared group accommodations), and for underserved groups (via at least 150 free and 150 lower cost stays for group programming). The Commission welcomes – and prefers – these types of on-site lower cost packages as a means of addressing Coastal Act and LCP lower cost overnight accommodation issues, and finds that as conditioned the project can be found consistent with the LCP.

4. Public Views/Community Character and Public Access

As described in the Substantial Issue section previously, the LCP is protective of public views, including stating that the visual qualities of Pacific Grove's coastal areas are a resource of public importance, requiring development to be compatible with its built and natural environment surroundings, and otherwise ensuring development does not significantly adversely impact significant public views. To meet these overarching objectives, the LCP specifies that protection of scenic resources and other coastal resources must be the priority in all City actions and decisions, and that all development standards (including with respect to height, setback, density, lot coverage, etc.) must be interpreted as maximums (such as for height) or minimums (such as for setbacks) that are required to be reduced (or increased) to protect and enhance such resources to the maximum extent feasible. And for the project site specifically, development needs to include sufficient articulation and massing so as to avoid the appearance of domineering over the adjacent public realm.

[65] Meaning that 150 guest nights are free, and 150 guest nights are capped at the LCP's lower-cost threshold of $184 per night as of 2024.

In addition, because the project site is located in such a visually conspicuous and popular visitor-serving location, the LCP only allows the proposed site coverage of up to 90% if significant public access amenities are provided beyond which the LCP would ordinarily require. In other words, the LCP requires some of the allowed site coverage to be programmed for public plazas, parks, restrooms, and similar public access amenities so as to maximize public recreational access and utility at this important site. With such requirements, and with the overall understanding that the LCP mirrors the Coastal Act in terms of the requirement to maximize public recreational access opportunities, the issues of access and views/character are largely intertwined. In short, the project needs to respect its surroundings and ensure that public access is an intrinsic part of the project.

Analysis

As described previously, while the overall site plan and design aesthetic has largely been retained from the City-approved version, the Applicant has made some modifications to better address views and access, including to 'fix' some of the issues and problems identified from the City's approval. There are several design changes, including by overall making the project smaller by some 85,000 square feet and removing a proposed vehicular ingress/egress along Ocean View Boulevard. Doing so provides for the creation of a new public park/plaza at the downcoast site corner at Ocean View Boulevard and Dewey Avenue. Such change, along with other proposed articulation and small 'pocket' plazas along the rest of the Ocean View Boulevard frontage and proposed landscaping, should help to soften the perceived mass and scale of the building from the road and from the Monterey Bay Coastal Trail, which is a key LCP objective so as to avoid structures looming over the public viewshed. In addition, the Applicant has also modified certain public access elements to better meet LCP objectives, including now providing direct access from the new park to the living roof, which itself will be open and available for public enjoyment with benches, interpretive displays, and other amenities. The living roof area will aid in public enjoyment and offer an exciting opportunity for the general public to obtain expansive views of Monterey Bay from an elevated vantage point. In addition, the public restroom has been relocated closer to Eardley Avenue so as to better provide for access and use for the general public without having to venture deep into the hotel itself. Having a readily accessible public restroom, particularly in this area with the many children and families coming to and from the Monterey Bay Aquarium, is an important public benefit.

The Applicant firmly believes that the proposed design and access offerings materially will benefit this site over the existing status quo and meet the LCP's requirements for this site, including going 'above and beyond' what would ordinarily be required and provide extra benefits for the public and not just hotel guests. They opine that this project isn't introducing a new structure to a currently undeveloped site, or even one on the seaward side of the road or fronting the shoreline, but rather is replacing the existing ATC building which itself is a large two-story structure that takes up the entire City block with little setback from the road and few amenities geared to the general public. And while the sawtooth building includes some notable and distinctive architectural features (and these features, like the roof, will be predominately retained), it otherwise is a flat, uninterrupted plane along this visually prominent stretch.

While reasonable people can – and often do – disagree when it comes to matters of design and community character, in this case and given the context, the Commission agrees with the Applicant's assessment. While the project is clearly still quite large, and there could be other permutations that could further add articulation (e.g., not building in the Sloat Avenue right-of-way and keeping it as a public street) or otherwise reduce its size and scope, it's also true that the site is not pristine. Rather, the site is a mix of old industrial buildings and surface parking lots that can be put to better and higher uses. In sum, the project will provide for some pretty substantial public access benefits that materially will benefit the public, and will do so with a design approach that similarly respects the character of the area as much as possible for a large project of this type.

Special Condition 1 thus approves the proposed site plan and overall design, and includes a series of conditions and performance standards to ensure consistency with LCP design requirements, including final plans that specify landscaping (e.g., only using native and non-invasive species to provide for visual softening and screening of structural development), signage (e.g., reducing their number and visibility, and using natural materials and earth tones to effectively blend in with the surrounding aesthetic), lighting (e.g., using wildlife friendly lights facing downward and shielded to prevent light spill and glare), utilities (e.g., placing them underground or away from public view), and windows (e.g., using non-glare and bird safe glass) to all be compatible with the overall area design aesthetic. And **Special Condition 4** similarly codifies the proposed public access amenities via a Public Access Management Plan, with provisions to ensure that such amenities (e.g., the public park, living roof, and public restroom) are clearly identified on final plans, adequately signed to alert the public of these spaces, include appropriate amenities to aid in their enjoyment (e.g., benches, picnic tables, and trash cans), and maintained over time to maximize their use and utility in this regard.

That being said, the proposed project does materially affect public parking and the use of public street space. The project still proposes to convert portions of the existing Sloat Avenue public street to private hotel use. Doing so will result in the loss of some 20,000 square feet of publicly owned space, 17 parking spaces along the street (along with an additional 7 spaces lost along Dewey and Eardley Avenues due to curb cuts, driveways, and similar measures to access the proposed hotel), as well as its sidewalk space and corresponding ability for the public to easily walk between Eardley and Dewey Avenues. The project also proposes to encroach into the Ocean View Boulevard right-of-way with an elevated sidewalk that will be privately owned but open to public use, totaling some roughly 3,000 square feet. While the Ocean View Boulevard encroachment can be addressed through conditions that clearly state that such elevated walkway is to remain open and available for public use without obstruction (and **Special Condition 1(a)** does just this), the Sloat Avenue and public parking impacts require more evaluation. The privatization of this area represents both a direct, quantifiable impact,[66] including direct loss of parking spaces, as well as a more intangible loss of public space to private use that is difficult to fully quantify. Public space of any type, particularly so close to the

[66] As part of the City's street right-of-way vacation efforts, the appraised value of the roughly 20,000 square feet of road space that would be sold to the Applicant was valued at roughly $2 million, or about $200 per square foot (as of December 2021). The City has not yet sold the street, pending resolution of the Commission's action on this CDP.

ocean and prime visitor-serving uses, is a valuable common resource that must be protected, or, at a minimum, sufficiently mitigated. While one way to address this issue is through alternative siting and design that eliminates the privatization of this street, including eliminating it from hotel use (and instead having elevated walkways above the street to connect 'wings' on either street side, as is done with some structures along Cannery Row) and thereby avoiding the impact in the first place, another way is to ensure that the public utility of the street space is fully mitigated.

The Applicant proposes to mitigate for the loss of parking by adding six on-street spaces (through elimination of existing driveways that serve the existing ATC site), and providing 20 new spaces in a new paid public lot at 124 Central Avenue. The end result will be a net gain of 2 spaces. And while this is true, it's also true that the public is losing sidewalk space, that the new spaces will be located further away and not as close to area amenities, and that the public's real estate is lost. The on-street parking around the ATC site represents some of the closest, low-cost parking for visitors to the Monterey Bay Aquarium and Monterey Bay Coastal Trail. To access the coast, visitors who park in the public lot on 124 Central Avenue will have to traverse around the ATC hotel and downhill from Central Avenue. This represents an even greater barrier for visitors with ADA-needs.[67] In short, the Applicant's public parking proposal does not have the same utility nor access to the coastline as the on-street parking spaces that will be removed around the ATC site, and thus does not sufficiently mitigate for the impact.

To do so, **Special Condition 4(d)** requires the 20 spaces in the public lot to be free for 6 hours a day subject to a 3-hour maximum stay for any one vehicle (and ADA spaces free all day and not subject to such restrictions). This requirement recognizes that the utility of these spaces isn't as high as the status quo, and thus to make up the difference, the spaces are free of charge during this time frame. Along with the fact that there is a net increase in public parking overall, the finding can be made that parking and public space impacts from Sloat Avenue's conversion to private use are appropriately mitigated in this way. To further ensure that the project addresses traffic and multi-modal transportation requirements, **Special Condition 8** requires the preparation of a Transportation Demand Management Plan that requires, among other things, ride sharing programs and transit passes to reduce single-occupant car trips for workers, as well as shuttles and free bikes for guests to accomplish same.

As proposed and as conditioned, the project meets the LCP's requirements for public view and public access protection and provision overall, as well as the specific directives for this specific site. It also adequately mitigates for the project's impacts to public streets. The end result is a project that should be a measurable improvement over the status quo and one worthy of this prime coastal setting.

[67] It should also be noted that the on-street parking spaces located on Ocean View Boulevard, Eardley Avenue, Dewey Avenue, and Sloat Avenue are authorized by a Commission-issued CDP (3-04-027) that allows the City to operate a metered parking program that includes a 2-hour time restriction for 31 parking spaces on Sloat Avenue and Ocean View Boulevard between 9am and 6pm, consistent with other 2-hour parking areas within the City (i.e., at Lover's Point). Any changes proposed to the on-street parking spaces on these streets must obtain an amendment to the CDP, for which the City must apply.

5. Habitat Resources

As explained in the Substantial Issue section, the LCP includes numerous provisions to protect the area's rich biological resources, including policies mirroring the Coastal Act in this regard to prevent adverse impacts to environmentally sensitive habitats and biologically sensitive species, including marine wildlife haul-out, breeding, and nesting habitats located along the beaches and offshore rocky areas near the project site. The LCP also includes specific protections for marine mammals such as harbor seals. And while the project is located in an inland location and not physically within coastal waters, as identified in the project's EIR and as noted in the substantial issue findings, the project's construction may result in adverse impacts that transcend the site, particularly with respect to noise. And while the project's EIR recognized such potential impacts and identified ways to mitigate them, it didn't go into sufficient detail regarding the specific mechanisms by which construction noise and impacts would be defined, monitored, reported, and corrected should there be any.

In this vein, Commission staff, including the Commission's Ecologist Dr. Rachel Pausch, has reached out to various local marine mammal and avian experts to best articulate the specifics of what would constitute adverse impacts and recommended monitoring techniques to sufficiently document such impacts should they occur. The result of such collaboration is the Marine Wildlife Protection Plan required by and specified in **Special Condition 3**. This condition builds upon that which the Commission required in previous projects in the area,[68] and defines, among other things, the locations for habitat monitoring (i.e., the 'Protection Areas', defined as the three identified harbor seal rookeries at West Beach, Fisher Beach, and Fifth Street and out to at least 10 meters offshore), the protocols for where and how biological monitors are to assess for potential impacts (including provisions for on-site as well as remote monitoring), the specific behavioral cues for what may constitute an adverse impact (e.g., sustained head raises/alerts, rapid movements in response to acute noise stressors, feeding/nursing disruptions), and the notification process for when, in the monitor's best professional opinion and in conformance with the identified criteria, construction noise is adversely impacting marine wildlife, including harbor seals and black oystercatchers. These notifications include the Commission's Executive Director, as well as other fellow resource experts at the Monterey Bay National Marine Sanctuary and NOAA Fisheries, and may, depending on the severity of potential impact, necessitate a stop work order and new CDP authorization.

Again, it's important to reiterate that these are all precautions and that the EIR found that construction impacts should not be substantial, including in light of expected noise levels in these sensitive offshore environments, as well as with precautions to avoid the loudest construction activities during pupping season (which is similarly included in the special conditions). And that analysis was based on the previous City-approved project, which was larger and included more extensive grading than what is currently proposed. In fact, the project's smaller scope and elimination of certain structural elements along Ocean View Boulevard (and replacement with the public park/plaza) reduces excavation

[68] Including in the Monterey Bay Aquarium's new sea otter research and rescue facility authorized via CDP 3-23-0656-W.

by about 27,500 cubic yards, which should translate into a reduction of noise and vibration impacts at the most seaward project location.

With such understanding and as conditioned, including ensuring that such provisions are identified as part of required Construction Plans (see **Special Condition 2**[69]), the project can be found consistent with the LCP's habitat resource provisions.

6. Archaeological/Cultural Resources

As shown on Figure 7 of the LUP, the entire coastal zone in the City of Pacific Grove has been designated an Archaeologically Sensitive Area, including the project site. The LUP requires development to implement reasonable mitigation measures to protect identified archaeological or paleontological resources. The LUP further requires a site survey and associated report, and a mitigation plan to be completed by a qualified archaeologist for projects within an archaeologically sensitive area. Applicable LUP provisions include:

> ***LUP Policy CRS-1.*** *The City will conduct consultations with any federally recognized California tribal government listed on the most recent notice of the United States Federal Register and any non-federally recognized California tribe listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission that identifies as native to the Monterey Peninsula, including the Ohlone Costanoan Esselen Nation, in accordance with state law.*
>
> ***LUP Policy CRS-2.*** *The City will ensure the protection, preservation, and proper disposition of archaeological resources within the Coastal Zone by assessing the potential impact of proposed development and ensuring, to the maximum extent feasible, that tribal concerns are considered before actions on proposed development are taken and that such impacts are avoided, minimized, or mitigated in conformity with the Coastal Act and other applicable legal requirements.*
>
> ***LUP Policy CRS-3.*** *The City will assist developers and landowners by providing early identification of sensitive sites so that archaeological resources can be considered and protected during the early phases of project design. The City shall require new development to prepare an archaeological report by a qualified professional and, where appropriate, shall require mitigation measures to adequately protect and preserve potential archeological resources.*

An archaeological assessment was included in the EIR and found that the project location has a high sensitivity for archaeological resources. Prehistoric shell middens and habitation sites have been recorded to the immediate northwest, north, and southeast of the project site and given their distribution and the recorded depths of deposition (approximately one meter below the surface), there is a high likelihood that

[69] **Special Condition 2** also includes the Commission's suite of typical best management practices to ensure that construction activities avoid adverse coastal resource impacts, including on water quality and nesting birds. And **Special Condition 9** also protects coastal water quality and habitats through a required Plastic Reduction Program to minimize single-use plastics in all aspects of hotel operations.

additional prehistoric resources may lie beneath the current ATC facility complex. Furthermore, the site is situated within the recorded boundaries of an historic Chinese village and intact deposits relating to this resource have been recovered within the project vicinity.

The Monterey Bay region is represented by the Ohlone/Costanoan-Esselen Nation (OCEN), which is comprised of over 600 enrolled tribal members of Esselen, Carmeleno, Monterey Band, Rumsen, Chalon, Soledad Mission, San Carlos Mission (Carmel) and/or Costanoan Mission Indian descent. The EIR documents the Applicant's and City's tribal consultation efforts, including working with OCEN officials to develop appropriate construction mitigation protocols (such as on-site monitoring during ground construction activities and stop-work orders should human or other sensitive remains/materials be unearthed).

Special Condition 10 carries forward these measures, and includes the Commission's typical archaeological protection protocols, which, similar to the identified habitat resource protections, must be identified on all required construction plans. As conditioned, the project can be found consistent with the LCP's archaeological/cultural provisions.

7. Other

Other Agency Approvals

In addition to CDP authorization under the Coastal Act and LCP, the proposed project appears to affect the Monterey Bay National Marine Sanctuary, which may need to provide authorization, and may affect marine resources that are protected by NOAA Fisheries, as well as water resources governed by the Monterey Peninsula Water Management District and applicable health and building departments. To ensure that the Applicant has a sufficient legal interest to carry out the project consistent with the terms and conditions of this CDP and to ensure that the proposed project is authorized by all applicable regulatory agencies, **Special Condition 11** requires the Applicant to submit written evidence either of these other agencies' approvals of the project (as conditioned and approved by this CDP) or evidence that such approvals are not required. **Special Condition 12** also specifies that the Permittee is to follow all other requirements and conditions imposed by the City of Pacific Grove pursuant to their non-Coastal Act authorities. If there is any conflict, however, between those conditions and this CDP, this CDP shall govern.

Future Permitting

The Commission herein fully expects to review any future proposed development at and/or directly related to this project and/or project area, including to ensure continued compliance with the terms and conditions of this CDP through such future proposals, but also to ensure that any such future proposed development can be understood in terms of same. Thus, any and all future proposed development at and/or directly related to this project, this project area, and/or this CDP shall require a new CDP or a CDP amendment that is processed through the Coastal Commission, unless the Executive Director determines a CDP or CDP amendment is not legally required (see **Special Condition 13**).

Minor Changes

This CDP authorizes the project proposed except as modified by the special conditions. As is typical of large and complicated construction projects like this, there can be the need for minor changes as circumstances dictate. Thus, this approval allows for such changes through either (a) a CDP amendment, or (b) if the Executive Director determines that no amendment is legally required, then such changes may be allowed by the Executive Director if the Executive Director determines that such changes: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources (**Special Condition 14**).

Indemnification

Coastal Act Section 30620(c)(1) authorizes the Commission to require applicants to reimburse the Commission for expenses incurred in processing CDP applications. Thus, the Commission is authorized to require reimbursement for expenses incurred in defending its actions on the pending CDP applications in the event that the Commission's action is challenged by a party other than the Applicant. Therefore, consistent with Section 30620(c), the Commission imposes **Special Condition 15** requiring reimbursement for any costs and attorneys' fees that the Commission incurs in connection with the defense of any action brought by a party other than the Applicant challenging the approval or issuance of this CDP, or challenging any other aspect of its implementation, including with respect to condition compliance efforts.

Deed Restriction

The terms and conditions of this approval are perpetual and run with the land, thus binding any future buyers and owners of the properties subject to this CDP. This approval is also conditioned for a deed restriction to be recorded against the property involved in the application (see **Special Condition 16**). This deed restriction will record the conditions of this permit as covenants, conditions and restrictions on the use and enjoyment of the property.

I. California Environmental Quality Act (CEQA)

CEQA Section 21080.5(d)(2)(a) prohibits a proposed development from being approved if there are feasible alternatives and/or feasible mitigation measures available that would substantially lessen any significant adverse effect that the development may have on the environment. CEQA further requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits, including region-wide or statewide environmental benefits, of a proposed project against its unavoidable environmental risks when determining whether to approve a project. If the specific benefits of a proposal outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable."

The City of Pacific Grove, acting as the CEQA lead agency, certified a final Environmental Impact Report for the project in January 2022. Pursuant to State CEQA Guidelines Section 15093, the City prepared and adopted a Statement of Overriding Considerations that notes that although the EIR identifies significant and unavoidable

impacts in the categories of Aesthetics and Cultural Resources,[70] the City found that there are overriding considerations that provide specific economic, legal, social, technological, and other benefits, including region-wide or statewide environmental benefits, that outweigh the unavoidable adverse environmental effects.

The Commission's review, analysis, and decision-making process for CDPs and CDP amendments has been certified by the Secretary of the Natural Resources Agency as being the functional equivalent of the environmental review required by CEQA (CCR Section 15251(f)). Accordingly, in fulfilling that review, this report has analyzed the relevant coastal resource issues with the proposal, has addressed comments received, and has identified appropriate and necessary modifications to address adverse impacts to such coastal resources. The Commission finds that only as modified and conditioned herein will the proposed project avoid significant adverse effects on the environment within the meaning of CEQA. Thus, the proposed project as modified will not result in any significant environmental effects for which feasible mitigation measures have not been employed, consistent with CEQA Section 21080.5(d)(2)(A).

4. APPENDICES

A. Substantive File Documents[71]

- American Tin Cannery Hotel and Commercial Project EIR

B. Staff Contact with Agencies and Groups

- City of Pacific Grove Community Development Department
- California Public Utilities Commission
- California Water Resources Control Board
- California Department of Fish and Wildlife
- Monterey Bay National Marine Sanctuary
- United States Department of Fish and Wildlife
- NOAA Fisheries
- Monterey Peninsula Water Management District
- Stanford University, Hopkins Marine Station
- Unite Here

[70] Cultural resources include archaeological and historic resources. In this case, the EIR found that the project would have significant and unavoidable impacts to historic resources, namely historic structures, but not archeological/cultural resources.

[71] These documents are available for review in the Commission's Central Coast District office.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Robert Perrault, Interim City Manager
MEETING DATE: April 3, 2024
SUBJECT: American Tin Cannery Project and Comment by City to the California Coastal Commission.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Direct the Mayor to provide written comment to the California Coastal Commission in support of the revised ATC Project or other action related to this item.

DISCUSSION
On April 19, 2016, the votes of the City of Pacific Grove at a Special Election approved an initiative measure ("Measure X") to change the zoning of the American Tin Cannery (ATC) to enhance the commercial viability of this area to provide for uses envisioned in the Land Use Plan and California Coastal Act. The City zoning code at that time did not allow for hotels, but Measure X included hotels as a use permitted in this zone. To implement Measure X, City Ordinance No. 16-009A (Attachment 1) was adopted by the City Council on May 18, 2016 which amended Chapter 23.31 of the City Municipal Code and added Chapter 23.31.025. Council approved a Coastal Development Permit (CDP) for the American Tin Cannery Hotel and Commercial Project on January 12, 2022; Agenda Report linked **herein**. The project is located on a 6-acre site just inland of Ocean View Boulevard between Dewey and Eardley. The project approved at that time consisted of a 225-room hotel-resort facility with 350,000 sq. ft. of floor area.

The City approved CDP was appealed to the California Coastal Commission ("Commission") by Coastal Commissioners Linda Escalante and Caryl Hart, Pacific Grove Coastal Watch, and community members: Kim and Thom Akeman, Anthony Ciani, Jane Haines, and Michelle Raine. The appeal raised issues regarding conformance with the City's Local Coastal Program provisions and Coastal Act including water supply, public access, low cost accommodations, and habitat and wildlife protections among others.

The Appeal Hearing is scheduled for Thursday morning April 11, 2024, in Long Beach, California. Please see the Commission Staff Report (Attachment 2). After two years of reviewing the record, Commission staff recommends the Commission make a finding of substantive issues and then approve the revised project with conditions.

The revised project has been agreed to by the applicants and includes the following key elements:

1. Reduction in rooms from 225 to 206
2. Reduction in size by 85,000 sq. ft.
3. Reduction in retail space
4. Includes a new public park and planned viewing area.

5. Direct access to a rooftop green area.
6. Public restroom.
7. The reduced scope addresses the water supply concern.
8. Provide lower-cost rooms for 18 rooms on a first come first served basis.
9. Construction of a 16 unit/64 bed group wing with 300 bed nights reserved for use by certain special needs youth groups.

Recommended conditions of approval of the revised project address:

1. Water Supply
2. Low-Cost Accommodations
3. Public Views/Community Character and Public Access
4. Habitat Resources
5. Archaeological/Cultural Resources

Conditions include those imposed by the City of Pacific Grove in its January 12, 2022 CDP.

The revised project with conditions revitalizes commercial properties adjacent to the Monterey Bay Aquarium providing economic benefit to the community. Commission conditions reinforce those imposed by the City to safeguard the environment.

The Commission finds that the proposed project as modified will not result in any significant environmental effects for which feasible mitigation measures have not been employed, consistent with CEQA Section 21080.5(d)(2)(A).

It is customary for cities who have been a part of the original project approval process to comment on the Commission's staff recommendation. Comments can be part of the Commission public record if submitted by April 5.

OPTIONS

1. Do not comment.
2. Provide the Mayor and City Manager with other directions.

FINANCIAL IMPACT:
There is no direct financial impact resulting from written comment to the Coastal Commission. Should this project be approved, it would result in significant additional revenue for the City.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Written public comment
Attachment 1 - Ordinance No. 16-009A
Attachment 2 - CC Staff Report

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

April 4, 2024

Chair Dr. Caryl Hart
And Commission Members
California Coastal Commission
455 Market Street
Suite 300
San Francisco CA. 94105

via email: Executevestaff@coastal.ca.gov
Dan.Carl@coastal.ca.gov

Dear Dr. Hart,

Subject: T15b Appeal Number A-3-PGR-22-0004 (American Tin Cannery Hotel and Commercial Project).

We understand that the CA Coastal Commission hearing will take place on Thursday April 11, 2024, as agenda item 15b.

The City reviewed Th15b-4-2024 report (3/22/2024) containing a revised project description and Staff Report Substantial Issue & CDP Determinations and supports both the revised project and Commission staff recommendation.

We look forward to working with the Applicant (Foursome Development Company) and Commission on project implementation.

Sincerely

Bill Peake

Bill Peake
Mayor, City of Pacific Grove

Cc City Council
Planning Commissioner
Community Development Director

CALIFORNIA COASTAL COMMISSION
CENTRAL COAST DISTRICT
725 FRONT STREET, SUITE 300
SANTA CRUZ, CA 95060
PHONE: (831) 427-4863
WEB: California Coastal Commission Website

NOTICE OF INTENT TO ISSUE COASTAL DEVELOPMENT PERMIT A-3-PGR-22-0004 (American Tin Cannery Hotel Resort)

NOI Issue Date: April 19, 2024 Rev. May 20, 2024

Please note: this is NOT a coastal development permit

A coastal development permit (CDP) for the development described below has been approved but is not yet effective. Development on the site cannot commence until the CDP is effective. The sole purpose of this notice of intent (NOI) is to inform the permittee(s) of the steps necessary to obtain a valid and effective CDP. In order for the CDP to be effective, Commission staff must issue the CDP, and the permittee(s) must sign and return a copy of the CDP to the Commission. Commission staff cannot issue the CDP until each of the "prior to issuance" (PTI) conditions have been fulfilled (all of the conditions, including the PTI conditions, for this CDP are identified later in this notice).

Unless otherwise specified, the Commission's approval of this CDP is valid for two years from the date of approval. To prevent expiration of the CDP, the permittee(s) must fulfill the PTI conditions, obtain and sign the CDP, and commence development within two years of the approval date specified below (unless otherwise specified). The permittee(s) may also apply for an extension of the CDP pursuant to California Code of Regulations, Title 14, Section 13169.

CDP A-3-PGR-22-0004 was approved by the California Coastal Commission on April 11, 2024 and allows for the partial demolition and a complete redevelopment and expansion of the existing American Tin Cannery and nearby buildings to create a new 206-room hotel resort with related development. CDP A-3-PGR-22-0004 is subject to certain terms and conditions, including the standard and special conditions beginning on page 2 of this NOI.

If you have any questions regarding this notice, including regarding how to fulfill the PTI conditions, please contact Katie Butler at Katie.Butler@coastal.ca.gov or at the Central Coast District Office at the address and phone number above. **Please sign the "Acknowledgement" on page 2 and return a signed copy of this NOI to the Central Coast District Office.**

NOI issued
By my signature below, this notice of intent to issue a CDP is issued on behalf of the California Coastal Commission on April 19, 2024.

DocuSigned by:
Kevin Kahn
DEF0E587F7104C402...

Kevin Kahn, Central Coast District Manager, for Kate Huckelbridge, Executive Director

Acknowledgement
The undersigned permittee acknowledges receipt of this notice and fully understands its contents, including all conditions imposed. **Please sign and return a copy of this notice to the Central Coast District Office at 725 Front Street Suite 300, Santa Cruz, CA 95060.**

5/30/24

CCS Pacific Grove, LLC — Date

(By: CCS Pacific Grove Manager, LLC, its Manager; By: CCA Management, LLC, its Manager; By: Nicholas Long, its CFO)

5/23/24

Foursome Development Company — Date
(By: Theodore J. Balestreri, its Managing General Partner)

Standard Conditions:

This permit is granted subject to the following standard conditions:

1. Notice of Receipt and Acknowledgment. The permit is not valid and development shall not commence until a copy of the permit, signed by the Permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.

2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.

3. Interpretation. Any questions of intent of interpretation of any condition will be resolved by the Executive Director or the Commission.

4. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.

5. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the Permittee to bind all future owners and possessors of the subject property to the terms and conditions.

Special Conditions:
This permit is granted subject to the following special conditions:

1. **Revised Final Plans.** PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit two full size sets of Revised Final Plans to the Executive Director for review and written approval. Such Plans shall be prepared by a licensed professional or professionals (i.e., architect, surveyor, geotechnical engineer, etc.), shall be based on current professionally surveyed topographic elevations for the entire site, shall include a graphic scale, and shall be accompanied by documentation clearly demonstrating compliance with all aspects of this condition (e.g., plant provenance, lighting and glazing specifications, etc.). Such Plans shall be substantially in conformance with the proposed plans (titled American Tin Cannery (ATC) Hotel & Commercial Project, prepared September 8, 2021 and updated December 8, 2021, by Hart Howerton and John C. Hill, A.I.A., dated received in the Coastal Commission's Central Coast District Office on January 20, 2022 as part of the City's Final Local Action Notice, and with such proposed modifications, all as identified in Exhibit 4), but shall be modified to achieve compliance with this condition, including that such Plans shall include the following:

    a. **Ocean View Boulevard Frontage.** The public sidewalk along Ocean View Boulevard, including the elevated portion adjacent to the hotel structure, shall be open and available for public use and enjoyment.

    b. **Parking.** At least 18 spaces in the underground parking garage and 5 spaces reserved for ATC guests in the Central Avenue lot shall have EV charging stations, and 45 spaces in the underground parking garage and 12 spaces reserved for ATC guests in the Central Avenue lot shall be EV-ready, or as otherwise required under the California Building Code. Two spaces in the Central Avenue lot and 6 in the underground lot shall be ADA accessible, or as otherwise required under the ADA.

c. **Design.** All development shall incorporate architectural details and varied materials to reduce the apparent mass of the development. Building facades should be broken up by rooflines, offsets, and other such building elements in order to avoid a box-like appearance. Variations in wall planes, detailing, materials, and siding shall be used to create interest and promote as small a scale appearance as possible, where continuity for the overall development shall be assured, while also providing for some variations, including between adjacent buildings. Roof styles and roof lines shall match, unless differences better protect public views. Exterior development shall complement building development, and help to provide visual transition to taller shapes. All surfaces shall use or effectively mimic natural materials and colors sited and designed to help reduce perceived mass and scale, and to best integrate seamlessly into the coastal environment and required landscaping at maturity; garish and/or bright colors shall be prohibited.

d. **Greywater System.** All greywater system components (including collection, storage, treatment, and redistribution infrastructure) shall be clearly identified, and only minor irrigation components shall be allowed to be above-ground/visible, and only if hidden from public view. The graywater system shall be accompanied by evidence that all applicable authorities (including but not limited to the Monterey County Department of Environmental Health) have signed-off/approved the configuration and use of the system.

e. **Water Conservation.** All interior and exterior water-using fixtures, appliances, equipment, irrigation infrastructure, and other such components (e.g., faucets, toilets, showers, ice machines, dishwashers, irrigation etc.) shall be certified for low-flow (or ultra-low flow) and high-water efficiency use, and water conservation measures (e.g., easily accessible shut off valves, recirculating pumps, drip and/or micro-spray irrigation, etc.) shall be applied to the maximum feasible extent.

f. **Landscaping.** All existing landscaping shall be removed and new landscaping shall be planted and maintained in all site areas not covered in hardscape, as well as on the 'living roof' components, where such landscaping shall use species (at maturity) and topographic relief that can provide for screening and softening of all development in public views as much as possible. All such landscaping shall consist of low water-using, locally-sourced, native, non-invasive species appropriate to the Pacific Grove shoreline area, and shall be

maintained in a litter-free, weed-free, and healthy growing condition (including through replanting and/or remediation to achieve consistency with this condition). No plant species listed as problematic and/or invasive by the California Native Plant Society, the California Invasive Plant Council, or as may be so identified from time to time by the State of California, and no plant species listed as a "noxious weed" by the State of California or the U.S. Federal Government shall be planted or allowed to naturalize or persist on the site.

g. **Irrigation.** All irrigation systems shall limit potable water use to the maximum extent feasible, including via using greywater as much as possible and using irrigation measures designed to facilitate reduced water use overall (e.g., micro-spray and drip irrigation, weather-based irrigation controllers, etc.). Irrigation system components shall be hidden from view as much as possible.

h. **Lighting**. Exterior lighting shall be wildlife-friendly, shall use lamps that minimize the blue end of the visible spectrum, and shall be limited to the maximum extent feasible to the minimum lighting necessary for safe ingress, egress, and use purposes, where all trail lighting shall be mounted on bollards (or equivalent) no greater than 3 feet tall. All lighting (exterior and interior) shall be sited and designed so that it limits the amount of light or glare visible from both public viewing and natural (e.g., beaches, bluffs, offshore, etc.) areas to the maximum extent feasible (i.e., through using the lowest luminosity possible (no more than 60 watts (incandescent) or equivalent), directing lighting downward and away from public and natural areas, shielding bulbs/light sources from view, prohibiting lighting that blinks or flashes, etc.). All other lighting not meeting such parameters shall be prohibited.

i. **Windows and Other Surfaces.** All windows shall be non-glare glass, all other surfaces shall be similarly treated to avoid reflecting light, and all windows shall be bird-safe (i.e., windows shall be frosted, partially frosted, or otherwise treated with visually permeable barriers that are designed to prevent bird strikes).

j. **Utilities.** All utilities (e.g., sewer, water, stormwater, gas, electrical, telephone, data, etc.) shall be clearly identified (including and the manner in which they will connect to offsite distribution networks) and shall be located underground, including that all existing overhead utilities on the site shall be removed.

k. **Stormwater and Drainage.** All stormwater, drainage, and related water quality infrastructure (e.g., pervious pavements, etc.), with preference given to natural

BMPs (e.g., bioswales, vegetated filter strips, etc.), shall be clearly identified. Such infrastructure shall provide that all project area stormwater and drainage is filtered and treated to remove expected pollutants prior to discharge and/or direction to offsite areas; shall retain runoff from the project onsite to the maximum extent feasible (e.g., through the use of pervious areas, percolation pits, engineered storm drain systems, etc.); shall be sized and designed to accommodate runoff from the site produced from each and every storm event up to and including the 85th percentile 24-hour runoff event; shall, in extreme storm situations (i.e., greater than the 85th percentile 24-hour runoff event storm) where such runoff cannot be adequately accommodated on-site through the project's stormwater and drainage infrastructure, ensure that any excess runoff is conveyed off-site in a non-erosive manner; and shall be permanently operated and maintained (where all maintenance parameters for such infrastructure, including based on manufacturers recommendations, shall be provided), where all such operation and maintenance activities shall be documented and shall be provided upon Executive Director request.

l. **Signs.** All signs and related project components shall be identified (including details showing their location, materials, design, and text), and all such sign development shall be sited and designed: (1) to limit the number and visibility of all signs; (2) to minimize visibility in public views; (3) to seamlessly integrate into the surrounding environment to the maximum extent feasible (e.g., using natural materials, earth tone colors and graphics, etc.); (4) to limit lighting as much as possible (and be consistent with the lighting requirements specified in Special Condition 1(h) at a minimum); and (5) to be subordinate to the coastal setting.

m. **Site Access.** Any areas of the site for which specific requirements for access are necessary shall be identified (i.e., employee only, paying customers only, overnight guests only, etc.), where other areas shall be allowed general public access (see also Special Condition 4 for additional detail).

n. **Public Access Requirements.** All public access areas (including but not limited to general public access to the parking lot, restroom, rooftop garden (and access thereto), interpretive center, courtyard, paths, etc.) and amenities (e.g., bench seating, bike racks, signs, educational kiosk, bike share/rentals, etc.) associated with the approved Public Access Management Plan (see Special Condition 4) shall be identified.

o. **Construction Requirements.** All construction requirements associated with the Approved Construction Plan (see Special Condition 2) shall be identified as "Required Construction Measures".

All requirements above and all requirements of the approved Revised Final Plans shall be enforceable components of this CDP, and the Permittee shall undertake development in accordance with this condition and the approved Revised Final Plans.

2. **Construction Plan.** PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit two copies of a Construction Plan to the Executive Director for review and written approval. Such Plan shall, at a minimum, include the following:

a. **Construction Areas.** All construction activity, staging, storage, and access corridor areas shall be clearly identified in site plan view, where all such areas shall be minimized to the maximum extent feasible, and shall be sited and designed to have the least impact on coastal resources (including by using on-site areas for these purposes unless it is impossible to do so). Construction, including but not limited to construction activities and materials and equipment storage, shall be prohibited outside of such defined construction areas. Special attention shall be given to siting and designing construction areas in order to minimize impacts on the ambiance and aesthetic values of the public access trail opposite Ocean View Boulevard, including but not limited to public views across the site.

b. **Construction Methods.** All construction methods to be used, including all methods to be used to keep the construction areas separate from public recreational use areas as much as possible (including using unobtrusive temporary fencing or equivalent measures to delineate construction areas), and including verification that operation and storage of equipment and materials will not, to the maximum extent feasible, significantly degrade public access and public views during construction, shall be clearly identified. Special attention shall be given to using construction methods that will minimize impacts on the ambiance and aesthetic values of the public access trail opposite Ocean View Boulevard, including but not limited to public views across the site.

c. **Construction Timing/Lighting.** Construction shall be prohibited during weekends from Memorial Day weekend until Labor Day, state holidays, and

non-daytime hours (i.e., from one-hour after sunset to one-hour before sunrise), and lighting of construction areas affecting public access and public view areas shall be prohibited, unless due to extenuating circumstances the Executive Director authorizes such work or lighting in writing, and subject to all measures determined by the Executive Director to be necessary to ensure maximum coastal resource protection.

d. **Construction BMPs.** All erosion control/water quality best management practices (BMPs) that will be implemented during construction to protect coastal water quality shall be clearly identified, including at a minimum all of the following:

1. **Runoff Protection.** Silt fences, straw wattles, or equivalent apparatus shall be installed at the perimeter of the construction areas to prevent construction- related runoff and sediment from discharging from the construction areas or entering into storm drains or otherwise offsite or towards the beach and ocean. Special attention shall be given to appropriate filtering and treating of all runoff, and all drainage points, including storm drains, shall be equipped with appropriate construction-related containment, filtration, and treatment equipment.

2. **Equipment BMPs.** Equipment washing, refueling, and servicing shall take place at an appropriate on-site (or offsite and more inland, if more protective of coastal resources), hard-surfaced, level location where collection of materials is facilitated to help contain leaks and spills of hazardous materials to the project site.

3. **Good Housekeeping BMPs.** The construction site shall maintain good construction housekeeping controls and procedures at all times (e.g., clean up all leaks, drips, and other spills immediately; keep materials covered and out of the rain, including covering exposed piles of soil and wastes; dispose of all wastes properly, place trash receptacles on site for that purpose, and cover open trash receptacles during wet weather; remove all construction debris from the site; establish a hazardous materials spill response protocol, and maintain appropriate materials to address spills; etc.).

4. **Erosion and Sediment Controls.** All erosion and sediment controls shall be in place prior to the commencement of construction as well as at the end of each workday.

e. **Marine Wildlife Protection.** All marine wildlife protection requirements associated with the approved Marine Wildlife Protection Plan (see Special Condition 3) shall be identified as "Required Marine Wildlife Protection Measures".

f. **Nesting Bird Protection.** Tree removal, pruning, and/or chipping shall not occur between November 1st and July 31st to accommodate harbor seal pupping season and the majority of bird nesting season. Should tree work occur during the months of August or September, a qualified biologist, approved by the Executive Director, shall survey all trees on site for active bird nests, no sooner than one week before work begins. Should a nest be identified, a 300 foot buffer shall be delineated surrounding the nest in which no work may occur until the nest is abandoned. Should a raptor nest be identified, the buffer shall be increased to 500 feet.

g. **Archaeological/Tribal Cultural Resource Protection.** All archaeological/tribal cultural resource protection requirements identified in Special Condition 10 shall be identified as "Required Cultural Resource Protection Measures".

h. **Property Owner Consent.** Clear evidence indicating that the owners of any properties on which construction activities are to take place, including properties to be crossed in accessing the site, consent to such use of their properties and subject to the terms and conditions of this CDP shall be provided.

i. **Construction Site Documents.** Copies of the signed CDP and the approved Construction Plan shall be maintained in a conspicuous location at the construction job site at all times, and such copies shall be available for public review on request. All persons involved with the construction shall be briefed on the content and meaning of the CDP and the approved Construction Plan, as well as the public review requirements applicable to them, prior to commencement of construction.

j. **Construction Coordinator.** A construction coordinator shall be designated to be the main point of contact during construction should questions arise regarding the construction (in case of both regular inquiries and emergencies),

and the coordinator's contact information (i.e., address, phone numbers, email address, etc.) including, at a minimum, a telephone number and an email that will be made available 24 hours a day for the duration of construction, shall be conspicuously posted at the job site where such contact information is readily visible from public viewing areas while still minimizing impacts to public views, along with indication that the construction coordinator should be contacted in the case of questions regarding the construction (in case of both regular inquiries and emergencies). The construction coordinator shall record the contact information (i.e., address, email, phone number, etc.) and nature of all complaints received regarding the construction, and shall investigate complaints and take remedial action, if necessary, within 24 hours of receipt of the complaint or inquiry. All complaints and all actions taken in response shall be summarized and provided to the Executive Director on at least a weekly basis during construction. The construction coordinator shall have regular contact with the approved Biological Monitor specified in Special Condition 3.

k. **Construction Specifications.** All construction specifications and materials shall include appropriate penalty provisions that require remediation for any work done inconsistent with the terms and conditions of the CDP.

l. **Notification.** The Permittee shall notify planning staff of the Coastal Commission's Central Coast District Office at least 3 working days in advance of commencement of construction, and immediately upon completion of construction.

The Permittee shall undertake construction in accordance with the approved Construction Plan, and all requirements above and all requirements of the approved Construction Plan shall be enforceable components of this CDP.

3. **Marine Wildlife Protection**. PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit two copies of a Marine Wildlife Protection Plan to the Executive Director for review and written approval. Such Plan is intended to protect marine wildlife, predominantly harbor seals and black oystercatchers, that congregate on and offshore near the approved development site via implementing protective measures during construction as well as monitoring such wildlife for signs of distress and taking action to protect such wildlife at such times. Such Plan shall, at a minimum, include the following:

   a. **Protection Areas.** The protection areas shall at a minimum include local harbor seal haul-out/rookeries at West Beach, Fisher Beach, and Fifth Street, and extending at least 10 meters offshore (see Exhibit 1).

b. **Biological Monitor.** A qualified biological monitor or monitors (Biological Monitor), selected by the Permittee and approved by the Executive Director, shall be present during all construction activities to ensure that wildlife in the protection areas is not adversely impacted as identified in this condition. The approved Biological Monitor(s) must have significant experience with marine mammals and is expected to be a representative from the already-established community of experts in the field of California marine mammal biology, and ideally harbor seals specifically.

c. **Disturbance Avoidance Measures**. All measures that will be applied to avoid (and where unavoidable to minimize) disturbance to birds, marine mammals, and other marine wildlife within the protection areas shall be clearly identified (e.g., visual blinds, sensitive scheduling/timing for high noise events, quiet construction methods such as sound barriers, equipment alarm dampening, etc.), where all such measures shall minimize noise and other disturbance to the protection areas as much as possible, and where construction sound remains at or below 90 decibels at the edge of the protection area nearest the construction site. At a minimum: (1) construction activity, staging, storage, and access corridor areas shall be located as far from the protection areas as possible; (2) trucks and other heavy machinery transport shall avoid travel via Wave Street and Ocean View Boulevard as much as possible; and (3) tree removal, tree bucking, tree chipping, lot demolition, and sub-grade construction, including all major site grading and excavation, as well as the use of drones seaward of Sloat Avenue, shall be prohibited between November 1st and July 31st (with such activities potentially allowed during November and December if approved by the Executive Director and with evidence that sensitive marine wildlife are not present at nor avoiding nearby beaches and areas immediately offshore).

d. **Harbor Seal Disturbance Definitions.** Harbor seal disturbance shall be considered to have occurred when demonstrated by behaviors including, but not limited to: (1) sustained head raises and/or alerts; (2) quick turns in the direction of sound sources; (3) rapid movement down the beach toward the water; (4) rapid movement and/or diving into the water; (5) congregation away from sound sources; (6) feeding and/or nursing disruption; (7) alarm calls; (8) pup miscarriages;[1] (9) avoidance of areas due to previous disturbances; and

[1] Miscarriages shall be documented when an obvious indicator such as an intact placenta or fetus is observed. When it is uncertain what happened to a pup, the "disappearance" will not be counted as a miscarriage.

(10) any other behavior which, in the best professional opinion of the Biological Monitors, suggests adverse behavioral disturbance.

e. **Monitoring Type/Timing.** Biological Monitors shall monitor the protection areas for both behaviors and construction sound (with appropriate instrumentation) for the duration of construction, where such monitoring shall be in person (required during harbor seal pupping season (February 1st (or earlier if pregnant females and/or pups are observed earlier than February 1st) - June 30th) and during any demolition and sub-grade construction) or via remote means[2] (allowed during pre-pupping season (November 1st - January 31st)), or either in person or remote (during molting season (July 1st - August 31st) or the months of September and October). Monitoring may be allowed to be remote and/or of more limited frequency outside of the harbor seal pupping season (i.e., reduced) by the Executive Director (in consultation with Monterey Bay National Marine Sanctuary (MBNMS) and NOAA Fisheries staff) if monitoring demonstrates that the average numbers of seals in the protection areas are comparable to historical numbers, suggesting no active disturbance; and if there is one continuous 30-day period when construction is occurring and there has been no marine wildlife disturbance. Conversely, and subject to the same consultation parameters, the Executive Director can also return any reduced state monitoring to the prior type and frequency requirements for good cause or during sensitive seasons.

f. **Monitoring Data.** At least prior to commencement of construction, the Biological Monitors shall collect data on daily site conditions, count of each species, time of observation, behaviors, disturbances, decibel levels, and any other relevant data to assess the condition of the observed animals at that time. Upon construction commencement and for all other monitoring, the Biological Monitors shall collect the same data, and shall watch for any changes in harbor seal behavior, including documenting any construction-related disturbance. Disturbances, as well as mothers actively in labor and birthing, shall be recorded on the daily/weekly log. The Biological Monitors shall inspect the protection area and identify the number of harbor seals and other marine life present and their behavior/activity at least 30 minutes prior to construction staging for the day, at midday (between 10 AM and 2 PM, when peak

[2] If the Permittee and/or the Biological Monitors intend to use remote monitoring when it is allowed, then all such measures shall be clearly identified, including the locations and types of high-definition cameras and decibel meters to be used. In all cases, video and sound recordings shall be available to any regulatory agency by request.

occupation is common), and again at the completion of construction activities for the day. If there are no seals present at the morning check, monitoring shall not be until the midday check.

g. **Reporting.** The Biological Monitors shall summarize and submit all monitoring information to the Executive Director and other appropriate resource agencies (e.g., MBNMS, NOAA Fisheries, etc.) on a weekly basis.

h. **Stop-Work Authority and Notification.** The Biological Monitors, whether observing remotely or in person, shall have the authority to stop construction activity based on their observations regarding potential adverse impacts to marine wildlife, including if: (1) construction-related noise produces measured decibel levels at or above 90 dB*rms* while seals or other marine wildlife are present in the protection areas; and/or (2) wildlife disturbances or disturbance behaviors are observed that are attributable to project construction activities. When a work stoppage is required, construction activities shall be paused until disturbance behaviors cease and marine wildlife resumes resting along the shoreline as it was prior to disturbance. The Biological Monitors shall work with the Permittee's designee to determine the source of disturbance and take steps to immediately adjust best management practices so that future disturbance is avoided or minimized (e.g., implementing the use of sound curtains, moving work to another area of the site, etc.). If the activities that are causing the disturbance behaviors cannot be immediately mitigated, and in the best professional opinion of the Biological Monitors: 1) constitute harm and are adversely affecting harbor seal behavior/physiology; and 2) are a result of project construction activity, then the Permittee shall cease work and promptly notify the Executive Director, as well as MBNMS and NOAA Fisheries. Work may not resume until the Executive Director, in consultation with MBNMS and NOAA Fisheries, allows work to recommence, including if recommencement is subject to modified and/or new mitigation measures (e.g., re-implementation of in-person monitoring, mitigation for impacts to marine wildlife, a CDP amendment, an incidental take permit, etc.).

The Permittee shall undertake construction in accordance with the approved Marine Wildlife Protection Plan, and all requirements above and all requirements of the approved Marine Wildlife Protection Plan shall be enforceable components of this CDP.

4. **Public Access Management Plan.** PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit two copies of a Public Access Management Plan to the Executive Director for review and written approval. Such Plan shall clearly describe

the manner in which general public access associated with the approved development is to be provided and managed, with the objective of maximizing public access and recreational use of all available general public access areas (see Special Condition 1) as well as all specifically identified public access areas (including the parking lot, restroom, rooftop garden (and access thereto), interpretive center, courtyard, paths, etc.) and all related areas and public access amenities (e.g., bench seating, bike racks, signs, educational kiosk, bike share/rentals, etc.) as described in this condition. Such Plan shall be consistent with the approved Revised Final Plans, and shall at a minimum include the following:

a. **Public Access Areas and Amenities.** All public access areas and amenities, including all of the areas and amenities described above and in this condition, shall be clearly identified as such (including with hatching and closed polygons so that it is clear what areas are available for such public access use). At least one public restroom shall be provided with access directly from the street (i.e., not within the hotel's interior), and the public roof garden shall have at least one staircase provide access directly from the street. The rooftop garden and other appropriate access areas shall provide publicly-available amenities, such as picnic tables, viewing benches/sitting areas, enclosed trash and recycling receptacles, doggie mitt stations, and/or other such publicly-available amenities commensurate with expected use and in a manner that maximizes their public utility and enjoyment.

b. **Public Access Signs/Materials.** All signs and any other project elements that will be used to facilitate, manage, and provide public access to the approved development shall be clearly identified, including all public education/interpretation features that will be provided on the site (i.e., educational displays, interpretive signage, etc.). Sign details showing the location, materials, design, and text of all public access signs shall be provided. The signs shall be sited and designed so as to provide clear information without impacting public views and site character. At least two interpretive panel/installations shall be provided, where at least one shall interpret the former American Tin Cannery Building, and at least one shall interpret the nearby harbor seal rookery. Signs shall include the California Coastal Trail and California Coastal Commission emblems and recognition of the Coastal Commission's role in providing public access at this location. All signs shall be sited and designed to maximize their utility and minimize their impacts on public views.

c. **Public Access Disruption Prohibited.** No development or use of the property governed by this CDP may disrupt and/or degrade public access or recreational use of any public access areas and amenities associated with the approved development, such as by setting aside areas for private uses or installing barriers to public access (e.g., furniture, planters, temporary structures, private use signs, fences, barriers, ropes, etc.). The public use areas shall be maintained consistent with the approved Plan and in a manner that maximizes public use and enjoyment.

d. **Public Access Parking.** A minimum of 20 full-sized parking spaces located at the parking lot on 124 Central Avenue shall be provided and maintained for general public use only, where such spaces shall be clearly demarcated (i.e., via physical separation, signs, stencils, etc.) and available 24 hours a day. One such space shall be ADA accessible (or as otherwise required under the ADA), 2 spaces shall provide EV charging stations (or as otherwise required under the California Building Code), and 5 shall be EV-ready (or as otherwise required under the California Building Code). Such parking spaces shall be available free of charge between the hours of 9am and 3pm with a 3-hour limit for any one vehicle during that time (the ADA spaces shall be free of charge with no time limits), and between 3pm and 9am, the hourly rate shall be no more than the rates of the on-street metered parking spaces along Ocean View Boulevard, Eardley Avenue, and Dewey Avenue. Employee and guest parking, including via valet parking, is prohibited in such parking spaces.

e. **Public Access Use Hours**. All public access areas and amenities shall be available to the general public 24 hours a day, with the exception of the living roof and public restroom, which can be closed to general public use at night (i.e., one hour after sunset to one hour before sunrise). All public access areas shall be free of charge (other than the allowed parking fees identified above).

f. **Public Access Provided.** All public access areas and amenities associated with the approved development shall be constructed and available for public use as soon as possible, but no later than concurrently with the certificate of hotel occupancy.

g. **Public Access Areas and Amenities Maintained.** All of the public access areas and amenities shall be constructed in a structurally sound manner and maintained consistent with the terms and conditions of this CDP, including through ongoing repair and maintenance of all public access improvements. The public use areas shall be maintained consistent with the approved Public

Access Enhancement Plan and in a manner that maximizes public use and enjoyment.

All requirements above and all requirements of the approved Public Access Management Plan shall be enforceable components of this CDP, and the Permittee shall undertake development in accordance with this condition and the approved Public Access Management Plan.

5. **Water Use Limits**. Potable water use at the site shall be limited to no more than 18.53 acre-feet per year (AFY), where the water that is used to support the site from off-site (i.e., laundry services, etc.) shall be considered on-site use. PRIOR TO OCCUPANCY, the Permittee shall submit clear evidence (including at a minimum written evidence of concurrence from the Monterey Peninsula Water Management District (MPWMD)) to the Executive Director for review and written approval demonstrating that all of the uses and facilities on the site, including everything provided for in the approved Revised Final Plans (see Special Condition 1) will be under this potable water use threshold. In addition, each year for the first five years after occupancy, and once again 10 years after occupancy, the Permittee shall submit to the Executive Director evidence of the site's actual potable water usage. Such reporting shall include monthly breakdowns and shall confirm that the actual potable water usage is within the site's maximum allocation of 18.53 AFY. If any such report indicates that actual potable water usage is greater than 18.53 AFY, then the Permittee shall coordinate with the Executive Director, as well as the MPWMD, the City of Pacific Grove, and other relevant entities to develop a potable water use compliance plan designed to reduce potable water use to no more than 18.53 AFY. In such a case, annual reporting shall continue for at least three additional years (i.e., in addition to the five-years of annual reports and the ten-year report) or until the project's water usage is within the 18.53 AFY cap as documented in two consecutive annual reports, whichever is later.

6. **Provision of Lower-Cost Overnight Accommodations.** The Permittee shall provide lower-cost rooms consistent with the provisions of this condition that follow.

   a. **Minimum On-Site Requirements.** The Permittee shall provide at least 18 standard double-occupancy hotel rooms[3] where the cost to rent such rooms overnight shall not at any time exceed the lower-cost threshold as defined in

[3] Where each such room shall have either one or two beds sized at least as large as a queen or two twins, respectively, and a full-sized bathroom.

the Pacific Grove LCP as of 2024 and may be modified by the CPI yearly.[4] The Permittee shall also provide at least 16 hostel rooms in the proposed group/shared accommodations wing (i.e., the 'Group Wing'), which shall include 4 beds per room (twin size or larger) and one full-sized bathroom for each room, where the cost to rent each such bed in each room shall not at any time exceed $85 (which may be modified by the CPI yearly). All such rooms shall be at least 250 square feet, and the above costs shall be inclusive of all service and other fees (e.g., parking, cleaning, resort, administrative) but exclusive of any government-mandated fees (e.g., sales tax, transient occupancy taxes). The Permittee may provide more lower-cost on-site rooms than the minimum identified herein. All such rooms and related facilities (e.g., entrances, common areas) shall be effectively integrated into the overall hotel layout in a way that maximizes their utility, shall be clearly identified on the Revised Final Plans (see Special Condition 1), and all users of such rooms shall have access to all the same hotel amenities as all other hotel guests.

b. Programming. For a minimum of 300 guest nights per year (i.e., one person staying one night), the 'Group Wing' shall be available and can be used for low- and no-cost accommodations for groups, the intent of which is to provide access to the coast to: (1) underserved communities (such as lower-income communities, communities of color, and other communities that have been historically marginalized and face greater barriers to coastal access); (2) school groups, prioritizing those school groups from underserved communities; and (3) other entities and groups similar to the first two, including groups that have faced barriers to accessing coastal outdoor spaces and outdoor recreation opportunities. Use of the Group Wing in this manner shall be free to participants for at least 150 of the 300 guest nights of programming per year, and shall be lower cost otherwise (where the cost to rent such rooms overnight shall not at any time exceed the lower-cost threshold as defined in the Pacific Grove LCP as of 2024 and may be modified by the CPI yearly).[5] The annual monitoring report specified in subsection (d) below shall include a detailed analysis of the previous year's programming (including the groups and number of people served, the rates charged, the number of free stays, etc.), and shall include other information that can help to assess the effectiveness of the program in carrying out its objectives. The report shall also specify the programming efforts

[4] As of 2024, such lower-cost rate is $184 per hotel room per night.

[5] As of 2024, such lower-cost rate is $184 per room per night.

for the upcoming year, and any relevant changes necessary to improve upon its effectiveness.

c. **Marketing/Engagement Plan.** The Permittee shall actively promote and publicize the availability of the lower-cost on-site rooms, including specifically to underserved communities such as lower-income communities, communities of color, and other communities that have been historically marginalized and face greater barriers to coastal access. PRIOR TO ISSUANCE OF THE CDP, the Permittee shall provide a Lower-Cost Accommodations Marketing and Engagement Plan to the Executive Director for review and written approval, where such Plan shall at a minimum provide for the following:

1. **Outreach.** All measures and avenues to be used to advertise, increase awareness of, and facilitate use of the lower-cost on-site rooms shall be clearly identified. Promotional methods shall include, but are expected to not be limited to: resort websites, press releases, and calendar listings; local media (e.g., Monterey Herald, Salinas Californian) and ads on radio (e.g., local radio stations and others); print ads; social media (e.g., Facebook, Twitter/X, and Instagram); and contacts with community organizations who may be able to help facilitate awareness (e.g., non-profits, environmental justice groups, labor unions, recipients of public benefits programs (by coordinating with local program administrators)) as well as schools. The Plan shall identify sample language to be used in describing the availability and price for the lower-cost on-site rooms (where said language shall be required to be consistent with the terms and conditions of this CDP), and shall provide a schedule for each type of outreach, with the goal being to reach as many potential users as possible, including audiences beyond the City of Pacific Grove that might not normally be reached through traditional and local means (e.g., communities such as Watsonville, Marina, Seaside, Del Rey Oaks, Castroville, Prunedale, Salinas). All materials shall acknowledge the California Coastal Commission's role in providing the lower-cost on-site rooms.

2. **Non-English Languages Provided.** All outreach described in this condition shall include a language-access element inclusive of non-English languages spoken in the targeted communities, including but not limited to Spanish, tailored to be culturally relevant, and written in plain language to help prevent educational and cultural barriers to access to the lower-cost rooms.

3. **Monitoring.** The Plan shall describe how the Permittee will monitor and track the Plan's execution so that the Permittee and the Coastal Commission can note the effectiveness of the Plan and make changes as needed.

d. Reporting. The Permittee shall provide an annual report (with the first report due by December 31st of the first year of project occupancy, and subsequent reports due by on December 31st of subsequent years) to the Executive Director for review and written approval that provides clear evidence of the marketing and operation of the lower-cost rooms (including in relation to Group Wing programming) in compliance with all requirements of this condition, including sufficient detail to demonstrate the occupancy of the lower- cost rooms, the rates charged, and the implementation of the approved Lower- Cost Accommodations Marketing and Engagement Plan meet all requirements herein (where the latter shall at least describe all outreach efforts, with samples of outreach materials; all implementation challenges and successes; and all feedback and public comments received, and any responses to same), and recommendations for additional and/or modified measures to enhance awareness, use, and public utility of the lower-cost on-site rooms, including related programming. Every third such annual report shall also include an audit performed by an independent auditing company evaluating compliance with this condition.

All requirements above and all requirements of all above Executive Director approved plans/materials shall be enforceable components of this CDP; and the Permittee shall undertake development in accordance with this condition and all such approved plans/materials.

7. **General Occupancy Requirements.** By acceptance of this CDP, the Permittee acknowledges and agrees, on behalf of itself and all successors and assigns, that:

a. Hotel Length of Stay Provisions. All overnight rooms shall be open and available for rental to the general public. Rooms shall not be rented to any individual, family, or group for more than 29 consecutive days, and not for more than 14 days between the Friday of Memorial Day weekend and Labor Day inclusive. No individual ownership or long-term occupancy of hotel rooms shall be allowed.

b. Conversion Prohibited. This CDP authorizes the construction and operation of a traditional hotel-style overnight product for transient occupancy only. The conversion of any of the overnight rooms to limited use overnight visitor accommodation units (e.g., timeshare, fractional ownership, etc.) or to full-time

occupancy condominium units or to any other units with use arrangements that differ from the approved development shall be prohibited.

8. **Transportation Demand Management Plan**. PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit two copies of a Transportation Demand Management Plan to the Executive Director for review and written approval. Such Plan shall maximize the amount of employees and guests that travel to and from the hotel via non-single-occupant vehicle means (including through use of shared vehicles/carpooling, transit, bicycle/pedestrian means, etc.), and the Permittee shall actively encourage employee and guest participation in such programs and means of travel. Such Plan shall be prepared by a qualified professional and shall at a minimum include the following:

   a. **Ride Share.** A ride sharing/carpooling program shall be offered to all employees, and the Permittee shall schedule shifts to benefit such program and shall offer coordination services free of charge. A commuter information area that is centrally located and accessible to all employees shall be provided in which employees are provided information on available transportation alternatives to the single-occupancy vehicle (i.e., current maps, routes and schedules for public transit, ridesharing match lists, available employee incentives, ridesharing promotional material supplied by commuter-oriented organizations, etc.).

   b. **Transit Reimbursement/Stipend.** A public transit fare reimbursement program shall be offered to all employees, and the Permittee shall provide a stipend to employees who use a non-single occupancy vehicle to access work (such as the bus or train). The transit reimbursement shall be a daily, direct cash subsidy equal to 100% of the value of the applicable monthly regional transit pass divided by 20, to account for a 40-hour maximum work week (resulting in a maximum of 20 work days per month). The stipend shall be an at least quarterly, direct cash subsidy available solely for employees who do not use a single-occupancy vehicle and do not park within a mile of the site at least 51% of their yearly work hours. If an employee is eligible to receive both the transit reimbursement and the stipend, the Permittee shall offer the employee the greater of the two incentives, but is not required to provide both. Posters, brochures and registration materials associated with the program shall be available to employees at all times (including in the aforementioned commuter information area), and employees shall be informed of the program upon new employee orientation and at least annually thereafter.

c. **Pedestrian/Bicycle Travel.** Bicycle parking and shower/locker facilities shall be provided free of charge for all employees who walk/jog and/or ride bicycles to and from the workplace. Bicycle parking facilities shall be secured from the general public, shall be enclosed on all sides, and shall be capable of protecting bicycles from inclement weather (e.g., bicycle lockers, rooms, cages, etc.). The Permittee shall provide, to the maximum extent possible, communal bicycles and/or non-motorized vehicles for employee use for work-related activities that may be accomplished without a motorized vehicle.

d. **Guests.** Measures to reduce the need for vehicular use by hotel guests (e.g., shuttles to and from the Monterey Regional Airport, free bicycles for hotel guests, etc.) shall be provided.

All requirements above and all requirements of the approved Transportation Demand Management Plan shall be enforceable components of this CDP, and the Permittee shall undertake development in accordance with this condition and the approved Transportation Demand Management Plan.

9. **Plastic Reduction Program.** PRIOR TO OCCUPANCY, the Permittee shall submit two copies of a Plastics Reduction Program to the Executive Director for review and written approval. Such Program shall minimize, to the maximum extent possible, the use of single-use plastics in all aspects of hotel operations, including as part of hotel room occupancy, as part of conferences, restaurant/bar operations, etc.. At a minimum, the Program shall identify/include the following provisions: educational signage for staff and guests promoting and encouraging reusable items instead of single-use plastics; maximizing use of reusable foodware for all dining purposes (for dinnerware, drinkware, silverware, and ramekins/containers), and prohibiting the following items: plastic straws (and allowing only reusable straws, paper straws, or straws made from naturally occurring materials, and only upon request), Styrofoam, plastic bags, plastic bottles, and plastic single-use shampoo/conditioner/lotion bottles in hotel rooms. The Program shall provide water bottle refill stations (at a minimum in the lobby, conference area, pool area, and any other high-use areas). To the maximum extent possible, only biodegradable or compostable materials for single-use products shall be employed.

10. **Protection of Archaeological and/or Tribal Cultural Resources.** The Permittee shall undertake the approved project in compliance with the following measures to protect archaeological and/or tribal cultural resources to the maximum extent feasible.

a. **Notification.** At least one month prior to commencement of any ground-disturbing construction activities, the Permittee shall (1) notify the representatives of Native American Tribes listed on an updated Native American Heritage Commission (NAHC) contact list, including but not necessarily limited to the Ohlone/Costanoan-Esselen Nation (OCEN); (2) invite all Tribal representatives on that list to be present and to monitor ground-disturbing activities; and (3) arrange for any invited Tribal representative that requests to monitor and/or a qualified archaeological monitor to be present to observe project activities with the potential to impact archaeological and/or tribal cultural resources.

b. **Monitoring.** A qualified, locally experienced archaeologist and a tribal monitor, approved by relevant tribe(s), shall be on site to monitor all activities with the potential to impact archaeological and/or tribal cultural resources, including all ground disturbing activities. The monitor(s) shall have experience monitoring for archaeological resources of the local area during excavation projects, be competent to identify significant resource types, and be aware of recommended tribal procedures for the inadvertent discovery of tribal cultural and/or archaeological resources and/or human remains.

c. **Discovery Protocol.** If any tribal cultural deposits are discovered during the course of the project, all construction within 200 feet of such deposits shall cease and shall not re-commence until a qualified cultural resource specialist (which could be a person identified in subpart (b), above), in consultation with the relevant tribe(s), analyzes the significance of the find and, if deemed significant, prepares a supplementary archaeological plan for the review and approval of the Executive Director that evaluates and provides suggested measures related to the discovery. The Executive Director shall review the plan and either: (1) approve it and determine that its recommended changes to the project or mitigation measures do not necessitate an amendment to this CDP, or (2) determine that the changes proposed therein necessitate a CDP amendment. The location of any and all identified archaeological and tribal cultural resources shall be kept confidential, and only those with a "need to know" shall be informed of their locations.

d. **Human Remains.** Should human remains be discovered on-site during the course of the project, immediately after such discovery, the on-site archaeologist and/or tribal monitor shall notify the Monterey County Coroner within 24 hours of such discovery, and all construction activities shall be temporarily halted until the remains can be identified. If the County Coroner

determines that the human remains are those of a Native American, the Coroner shall contact the NAHC within 24 hours, pursuant to Health and Safety Code Section 7050.5. The NAHC shall deem the Native American most likely descendant (MLD) to be invited to participate in the identification process pursuant to Public Resources Code Section 5097.98. The Permittee shall comply with the requirements of Section 5097.98 and work with the MLD person(s) to discuss and confer with the descendants all reasonable options regarding the descendants' preference for treatment. Within 5 calendar days of notification to NAHC, the Permittee shall notify the Coastal Commission's Executive Director of the discovery of human remains. The Executive Director shall maintain confidentiality regarding the presence of human remains on the project site.

11. **Other Authorizations.** PRIOR TO COMMENCEMENT OF CONSTRUCTION, the Permittee shall provide to the Executive Director evidence of other required authorizations for, or alternatively evidence that no such authorizations are needed, for the development authorized by this CDP (e.g., NOAA Fisheries, Monterey Bay National Marine Sanctuary, Monterey Peninsula Water Management District, Monterey County Environmental Health Department, City of Pacific Grove, etc.). The Permittee shall inform the Executive Director of any changes to the project required by such entities, where such changes shall not be incorporated into the project until the Permittee obtains a Commission-approved amendment to this CDP, unless the Executive Director determines that an amendment is not legally required.

12. **City of Pacific Grove Conditions.** This CDP has no effect on conditions imposed by the City of Pacific Grove pursuant to an authority other than the Coastal Act, except as provided in this condition. The Permittee is responsible for compliance with all terms and conditions of this CDP in addition to any other requirements imposed by the City pursuant to the City's non-Coastal Act authority. In the event of conflicts between terms and conditions imposed by the City and those of this CDP, the terms and conditions of this CDP shall prevail.

13. **Future Permitting.** Any and all future proposed development related to this project, this project area, and/or this CDP shall be subject to the Coastal Commission's continuing CDP jurisdiction. This CDP authorizes limited future repair, maintenance, and/or improvement development that is determined by the Executive Director to: 1) fall within the overall scope and intent of this CDP; 2) be consistent with the City of Pacific Grove LCP; and 3) not have any significant adverse impacts to coastal resources. Any development that the Executive Director

determines does not meet such criteria shall require a separate CDP or a CDP amendment, as directed by the Executive Director.

14. **Minor Adjustments.** Minor adjustments to these special condition requirements, including to any Executive Director-approved plans, that do not require CDP amendments or new CDPs (as determined by the Executive Director) may be allowed by the Executive Director if such adjustments: (1) are deemed reasonable and necessary; and (2) do not adversely impact coastal resources.

15. **Liability for Costs and Attorneys' Fees.** The Permittee shall reimburse the Coastal Commission in full for all Coastal Commission costs and attorneys' fees (including but not limited to such costs/fees that are: (1) charged by the Office of the Attorney General; and/or (2) required by a court) that the Coastal Commission incurs in connection with the defense of any action brought by a party other than the Permittee against the Coastal Commission, its officers, employees, agents, successors and assigns challenging the approval or issuance of these CDPs, the interpretation and/or enforcement of CDP conditions, or any other matter related to these CDPs. The Permittee shall reimburse the Coastal Commission within 60 days of being informed by the Executive Director of the amount of such costs/fees. The Coastal Commission retains complete authority to conduct and direct the defense of any such action against the Coastal Commission.

16. **Deed Restriction.** PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit to the Executive Director for review and written approval documentation demonstrating that the landowners have executed and recorded against the properties governed by this CDP (i.e., APNs 006-231-001, 006-234-004, 006-234-005, 006-234-008, and the portion of Sloat Avenue between Eardley Avenue and Dewey Avenue) a deed restriction, in a form and content acceptable to the Executive Director indicating that, pursuant to this CDP, the California Coastal Commission has authorized development on the subject property, subject to terms and conditions that restrict the use and enjoyment of that property, and that such terms and conditions shall be imposed as covenants, conditions and restrictions on the use and enjoyment of the property. The deed restriction shall include a legal description of all of the properties governed by this CDP. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this CDP shall continue to restrict the use and enjoyment of the subject property so long as either this CDP or the development it authorizes – or any part, modification, or amendment thereof – remains in existence on or with respect to the subject property.

Matthew Mogensen

From: Kahn, Kevin@Coastal <kevin.kahn@coastal.ca.gov>
Sent: Friday, September 6, 2024 12:54 PM
To: Matthew Mogensen; Butler, Katie@Coastal
Cc: Karen Vaughn; Debra Geiler
Subject: RE: California Coastal Commission A-3-PGR-22-0004 (American Tin Cannery Resort) Notice of Developer Request to Vacate a portion of Sloat Avenue

[**NOTICE:** This message originated outside of the City of Pacific Grove email system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hi Matthew, thanks for reaching out. I'm not sure we've officially met yet, so also nice to e-meet you as well!

To your question, yes, the Commission's CDP approval provides the requisite authorization under the Coastal Act and LCP to use a portion of Sloat Avenue in a different way (i.e., from public street use to hotel use). The findings and conditions you cite below provide the justification for doing so, including via mitigation in the Central Avenue parking lot. So from a Coastal Act/LCP/CDP perspective, it's covered in this regard. That said, other non-Coastal Act/LCP issues, like payment, are within the City's discretion to determine.

Hope that helps, and don't hesitate with any other questions.

Kevin Kahn
District Manager
Central Coast District Office
California Coastal Commission
725 Front Street, Suite 300
Santa Cruz, CA 95060

From: Matthew Mogensen <mmogensen@cityofpacificgrove.org>
Sent: Friday, September 6, 2024 12:22 PM
To: Butler, Katie@Coastal <Katie.Butler@coastal.ca.gov>; Kahn, Kevin@Coastal <kevin.kahn@coastal.ca.gov>
Cc: kvaughn@cityofpacificgrove.org; Debra Geiler <DGeiler@comstock-homes.com>
Subject: California Coastal Commission A-3-PGR-22-0004 (American Tin Cannery Resort) Notice of Developer Request to Vacate a portion of Sloat Avenue

Ms. Butler and Mr. Kahn:

Attached for reference is the California Coastal Commission (CCC) Staff Report of April 11, 2024 ("Report") regarding Appeal Number A-3-PGR-22-004. At page 82 of the Report (see yellow highlight), there is a statement that "…the Sloat Avenue and public parking impacts require more evaluation."

On page 83 of the Report, there is this statement (highlighted): "In short, the Applicant's public parking proposal does not have the same utility nor access to the coastline as the on-street parking spaces that will be removed around the ATC site, and thus does not sufficiently mitigate for the impact."

The Report at page 83 continues with a discussion about Special Condition 4(d) and Special Condition 8 and then there is this statement (highlight):

"As proposed and as conditioned, the project meets the LCP's requirements for public view and public access protection and provision overall, as well as the specific directives for this specific site. It also adequately mitigates for the project's impacts to public streets. The end result is a project that should be a measurable improvement over the status quo and one worthy of this prime coastal setting."

In addition, we note that Section 16 of the CCC Conditions on page 25 of the Report reference a deed restriction and state that includes:

"PRIOR TO ISSUANCE OF THE CDP, the Permittee shall submit to the Executive Director for review and written approval documentation demonstrating that the landowners have executed and recorded against the properties governed by this CDP (i.e., APNs 006-231-001, 006-234-004, 006-234-005, 006-234-008, and the portion of Sloat Avenue between Eardley Avenue and Dewey Avenue) a deed restriction, in a form and content acceptable to the Executive Director indicating that, pursuant to this CDP, the California Coastal Commission has authorized development on the subject property, subject to terms and conditions that restrict the use and enjoyment of that property, and that such terms and conditions shall be imposed as covenants, conditions and restrictions on the use and enjoyment of the property. The deed restriction shall include a legal description of all of the properties governed by this CDP. The deed restriction shall also indicate that, in the event of an extinguishment or termination of the deed restriction for any reason, the terms and conditions of this CDP shall continue to restrict the use and enjoyment of the subject property so long as either this CDP or the development it authorizes - or any part, modification, or amendment thereof-··· remains in existence on or with respect to the subject property."

The City is being requested by the developer to vacate a portion of Sloat Avenue (legal description and plat attached). Based on our review of the Report, including the language at pages 82 and 83 of the Report, it is our understanding that the CCC has no issues with the City considering the vacation of Sloat as requested by the developer provided that the developer complies with all the conditions imposed by the City and the conditions (Standard and Special) imposed by the Coastal Commission in the Report and with all mitigation measures in the EIR. It is understood that in the event of a conflict between any the City Conditions and the CCC Conditions that the CCC Conditions will prevail.

If the CCC has any issues with the City considering the vacation of Sloat as requested by the developer, please contact me at your earliest convenience.

If you have any questions, please contact me.

Thank you.

Matt Mogensen
City Manager
City of Pacific Grove
mmogensen@cityofpacificgrove.org
831-648-3174

SUM-100

SUMMONS
(CITACION JUDICIAL)

RECEIVED
CITY MANAGER'S OFFICE
2022 FEB 11 A 9:35
CITY OF PACIFIC GROVE

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 2/9/2022 7:07 PM
By: Rowena Esquerra, Deputy

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
City of Pacific Grove; Pacific Grove City Council; and DOES 1 to 100, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
PACIFIC GROVE COAST WATCH, an unincorporated association; and ANTHONY A. CIANI, a taxpayer and resident of Pacific Grove,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.
¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Monterey County Superior Court
Monterey Courthouse
1200 Aguajito Road, Monterey, California 93940

CASE NUMBER: *(Número del Caso):* 22CV000387

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: *(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*

Beverly Grossman Palmer, Strumwasser & Woocher LLP, 10940 Wilshire Blvd., #2000, Los Angeles, CA 90024, (310) 576-1233

DATE: 2/10/2022 *(Fecha)* Clerk, by *(Secretario)* /s/ Rowena Esquerra , Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☒ on behalf of (specify): City of Pacific Grove
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☒ other *(specify)*: public entity
4. ☒ by personal delivery on *(date)*: 02/11/22

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

SHORT TITLE:	CASE NUMBER:
Pacific Grove Coast Watch, et al. v. City of Pacific Grove	

INSTRUCTIONS FOR USE

→ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.

→ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties *(Check only one box. Use a separate page for each type of party.)*:

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

Real Parties in Interest.
FOURSOME DEVELOPMENT COMPANY, a California general partnership;
PAUL LIVING TRUST;
CCS PACIFIC GROVE MANAGER, LLC, a Delaware limited liability company; and
ROES 1 to 100, inclusive,

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

ADDITIONAL PARTIES ATTACHMENT
Attachment to Summons

SUPERIOR COURT OF MONTEREY COUNTY **Monterey Branch**, 1200 Aguajito Road, Monterey, CA 93940	
Ciani, Anthony A., et al. **vs.** **Pacific Grove City Council, et al.**	**CASE NUMBER** **22CV000387** **Case Management Conference**

NOTICE OF ASSIGNMENT AND CASE MANAGEMENT CONFERENCE

Your case is assigned for all purposes to the Honorable Carrie M. Panetta.

Your civil case, excluding unlawful detainer and collections are a rotational assignment among three judicial officers:
Judge Thomas W. Wills; Judge Carrie M. Panetta, Judge Vanessa W. Vallarta

Your provisionally complex case or "is complex" designation at case initiation are assigned ODD/EVEN by ending number among two judicial officers: Judge Thomas W. Wills and Judge Carrie M. Panetta

This notice, which includes the Alternative Dispute Resolution (ADR) information packet (CI-127), must be served together with the Summons and Complaint or Petition pursuant to California Rule of Court 3.221. *Parties are required to follow the complex case instructions, case management rules as outlined in California Rule of Court 3.722 and Chapter 6 of the Local Rules of Court, all can be found on the court website at* www.monterey.courts.ca.gov. A case management statement from each party or joint statement shall be filed prior to the conference as outlined in California Rule of Court 3.725.

Date: June 14, 2022 Time:9:00 AM Department 14

Location: Monterey Courthouse, 1200 AGUAJITO ROAD, MONTEREY, CA 93940

Telephonic appearance, two days prior to the hearing, can be arranged directly through Court Call Service at 1-888-882-6878. *California Rule of Court 3.670.* ***Authorization for telephone appearance will not be given on the day of the hearing.***

COURT REPORTER INFORMATION

Effective January 1, 2022, Monterey County Superior Court will only be providing court reporter services in the following, statutorily-mandated case types:

1. Death penalty proceedings under Penal Code §190.9;
2. Juvenile proceedings not before a referee or commissioner under Welfare & Institutions Code §347 and §677;
3. Felony cases under Code of Civil Procedure §269; and
4. "Withdrawal of consent to adopt" proceedings under Family Code §9005.

NOTICE OF ALL PURPOSE CASE ASSIGNMENT [Rev. Nov 2021]

(Civil)

For all other, non-statutorily-mandated cases, litigants who need court reporter services, and who are not entitled to a court-provided reporter due to indigency, will need to arrange for such services.

Pursuant to statutes of the State of California, it is the responsibility of the court to establish procedures for the timely and effective disposition of civil cases.

The court is charged with the responsibility of ensuring all parties a fair and timely resolution of their disputes, and the court is in the best position to establish neutral rules and policies without adversely affecting all parties' right to a fair trial. Effective management of the judicial system will build continuing respect by the community of government, minimize the costs to the parties and the public, and maximize the probability that cases will be timely resolved.

The goals of the Monterey County civil case and trial management system are:

1. To provide an effective and fair procedure for the timely disposition of civil cases;
2. To provide a mechanism to gather needed case information in order to make appropriate judicial management decisions; and
3. To establish reasonable rules and policies to require that cases reporting "ready" for trial may be tried without unnecessary delays or interruptions.

Court proceedings are in English. If you or a witness in your case needs an interpreter, please complete Judicial Council form INT—300. ***You must file INT-300 at the first floor clerks counter (or by e-file) 15* business days prior to your hearing.***
Los procedimientos judiciales son en inglés. Si usted o un testigo en su caso necesita un intérprete, complete el formulario INT-300 del Consejo Judicial. ***Debe presentar el INT-300 con los empleados legales de la oficina del primer piso (o mediante archivo electrónico) 15* días hábiles antes de su audiencia.***

Alternative Dispute Resolution (CI-127) - (INFORMATION PACKET)
OPTIONS FOR RESOLVING YOUR DISPUTE

There Are Alternatives to Going to Trial

Did you know that 95 percent of all civil cases filed in court are resolved without going to trial? Many people use processes other than trial to resolve their disputes. These alternative processes, known as Alternative Dispute Resolution or ADR, are typically less formal and adversarial than trial, and many use a problem-solving approach to help the parties reach an agreement.

Advantages of ADR

Here are some potential advantages of using ADR:

- **Save Time:** A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.
- **Save Money:** When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, and expert's fees.
- **Increase Control over the Process and the Outcome:** In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

- **Preserve Relationships:** ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.
- **Increase Satisfaction:** In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.
- **Improve Attorney-Client Relationships:** Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

Because of these potential advantages, it is worth considering using ADR early in a lawsuit or even before you file a lawsuit.

What Are the ADR Options?

The most commonly used ADR processes are mediation, arbitration, neutral evaluation, and settlement conferences.

Mediation

In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties. The Monterey County Superior Court offers a Court-Directed Mediation Program.

Cases for Which Mediation May Be Appropriate: Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use.

Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate: Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed.

Arbitration may be either "binding" or "nonbinding." Binding arbitration means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision in binding arbitration. Nonbinding arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision. The Monterey County Superior Court offers a nonbinding judicial arbitration program.

Cases for Which Arbitration May Be Appropriate: Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate: If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is nonbinding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate: Neutral evaluation may be most appropriate in cases in which there are technical issues that require expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate: Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conference

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
Beverly Grossman Palmer (SBN 234004) Strumwasser & Woocher LLP
10940 Wilshire Boulevard, Suite 2000, Los Angeles, CA 90024

TELEPHONE NO.: 310-576-1233 FAX NO. *(Optional):* 310-319-0156
E-MAIL ADDRESS: bpalmer@strumwooch.com
ATTORNEY FOR *(Name):* Pacific Grove Coast Watch and Anthony A. Ciani

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
STREET ADDRESS: 1200 Aguajito Road
MAILING ADDRESS: 1200 Aguajito Road
CITY AND ZIP CODE: Monterey 93940
BRANCH NAME: Monterey Courthouse

CASE NAME:
Pacific Grove Coast Watch, et al. vs. City of Pacific Grove, et al

FOR COURT USE ONLY

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 2/9/2022 7:07 PM
By: Rowena Esquerra, Deputy

CIVIL CASE COVER SHEET

[x] **Unlimited** (Amount demanded exceeds $25,000)
[ ] **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 22CV000387
JUDGE:
DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
[ ] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
[ ] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

Employment
[ ] Wrongful termination (36)
[ ] Other employment (15)

Contract
[ ] Breach of contract/warranty (06)
[ ] Rule 3.740 collections (09)
[ ] Other collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

Real Property
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[x] Writ of mandate (02)
[x] ~~Other judicial review (39)~~

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition *(not specified above)* (43)

2. This case [ ] is [x] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply):* a. [ ] monetary b. [x] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify):* Three
5. This case [ ] is [x] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: February 9, 2022
Beverly Grossman Palmer
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
- Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
- Confession of Judgment *(non-domestic relations)*
- Sister State Judgment
- Administrative Agency Award *(not unpaid taxes)*
- Petition/Certification of Entry of Judgment on Unpaid Taxes
- Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

FREDRIC D. WOOCHER (SBN 96689)
BEVERLY GROSSMAN PALMER (SBN 234004)
STRUMWASSER & WOOCHER LLP
10940 Wilshire Boulevard, Suite 2000
Los Angeles, California 90024
Telephone: (310) 576-1233
Facsimile: (310) 319-0156
E-mail: bpalmer@strumwooch.com

Attorneys for Petitioners and Plaintiffs
Pacific Grove Coast Watch and Anthony A. Ciani

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 2/9/2022 7:07 PM
By: Rowena Esquerra, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

PACIFIC GROVE COAST WATCH, an unincorporated association; and ANTHONY A. CIANI, a taxpayer and resident of Pacific Grove,

Petitioners/Plaintiffs,

v.

CITY OF PACIFIC GROVE; PACIFIC GROVE CITY COUNCIL; and DOES 1 to 100, inclusive,

Respondents/Defendants.

FOURSOME DEVELOPMENT COMPANY, a California general partnership; PAUL LIVING TRUST; CCS PACIFIC GROVE MANAGER, LLC, a Delaware limited liability company; and ROES 1 to 100, inclusive,

Real Parties in Interest.

Case No.: 22CV000387

VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF

(Pub. Res. Code, §§ 21168, 30802; Code Civ. Proc., §§ 525, 1060, 1094.5)

CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") ACTION

INTRODUCTION

1. Petitioners and Plaintiffs Pacific Grove Coast Watch ("PGCW") and Anthony A. Ciani (collectively, "Petitioners") seek to enforce the mandates of two of California's most significant environmental laws, the California Environmental Quality Act ("CEQA") and the California Coastal Act ("Coastal Act"). In approving Real Parties in Interest Foursome Development Company, Paul Living Trust, and CCS Pacific Grove Manager LLC's (collectively, "RPIs'") proposal to construct a 225-room hotel and commercial project, The American Tin Cannery ("ATC") Hotel and Commercial Project, on the site of the historic American Can Company in Pacific Grove ("the Project"), Respondents and Defendants City of Pacific Grove ("the City") and the Pacific Grove City Council ("the City Council") (collectively "Respondents") failed to comply with important state mandates to protect the precious California environment and scarce coastal resources.

2. Respondents prepared an Environmental Impact Report ("EIR") for the Project and adopted mitigation measures that purport to reduce the environmental impacts of the Project. However, the report's analysis is lacking in critical respects and thus fails to properly analyze the true environmental impacts of the Project. The proposed mitigation measures lack enforceable performance standards and specific detail to ensure that the Project's environmental impacts will be adequately mitigated. For these reasons, all the Project's entitlements that were issued in reliance on this defective EIR are void and must be rescinded.

3. Respondents also issued a Coastal Development Permit ("CDP") as legally required to permit development within the Coastal Zone. However, the Project's conditions of approval do not comply with the requirements of the City's recently-certified Local Coastal Program ("LCP") or the requirements of the Coastal Act. For this reason, the CDP is void and invalid and must be rescinded.

4. In light of these manifest deficiencies, the approval of the Project cannot stand. Petitioners ask this Court to issue a writ of mandate requiring Respondents to vacate all Project approvals and to rescind the certification of the EIR. Petitioners also seek to enjoin Respondents from taking any action to further the construction of the Project, and to enjoin Real Parties from any activity in furtherance of the construction of the Project. Only after an adequate environmental analysis, paired with sufficient mitigation measures and proper conditions of approval, can Respondents evaluate

whether it is appropriate to construct and operate a hotel and commercial complex of this size and scope in this sensitive coastal location.

PARTIES

5. Petitioner and Plaintiff PACIFIC GROVE COAST WATCH is an unincorporated association of citizens who are concerned about the protection of Pacific Grove's natural, scenic, and cultural resources, including the impact of coastal development on wildlife and overall environmental quality. Since September 15, 2021, PGCW has sent an email newsletter to roughly 50 persons discussing topics relevant to protection of coastal resources in Pacific Grove, including harbor seals and locally important trees. The newsletter has extensively discussed the Project. PGCW's steering committee members include Michelle Raine, Janet Cohen, and Tony Ciani, residents and voters in Pacific Grove. Other members of PGCW are individuals who are on the unincorporated association's email list. PGCW provided written comments to the City of Pacific Grove Planning Commission and City of Pacific Grove City Council regarding the entitlements requested to construct and operate the Project, and provided oral comments before the City Council and Planning Commission through its members' public comments. PGCW is an aggrieved person as defined by Public Resources Code section 30801.

6. Petitioner and Plaintiff ANTHONY A. CIANI (aka Tony Ciani) is a property owner, resident, taxpayer, and registered voter of the City of Pacific Grove. Mr. Ciani provided written comments on the EIR, wrote letters to the Site Plan Review Committee, Architectural Review Board, the Planning Commission, and the City Council, and attended the hearings of the Site Plan Review Committee, the Architectural Review Board, the Planning Commission and the City Council to present oral comments at the same. Mr. Ciani has been interested in the conservation and use of the Project site for many years due to its status in the City of Pacific Grove's cultural history, its significance at the entrance to the City, and its proximity to the coast and its population of harbor seals.

7. Respondent and Defendant CITY OF PACIFIC GROVE is a charter city and the governmental entity serving the people of the City of Pacific Grove. The City is the lead agency under CEQA for the approval of the Project, and is the local government entity responsible for issuing a Coastal Development Permit under the Coastal Act.

8. Respondent and Defendant PACIFIC GROVE CITY COUNCIL is the seven-member elected body that represents the citizens of Pacific Grove. The Council was the final decision-making body that certified the Project's EIR and approved the Project's entitlements, including the Coastal Development Permit.

9. Respondents and Defendants Does 1 through 100 are or were the agents, employees, contractors, and/or entities acting under the authority of each other respondent or defendant, and each performed acts on which this action is based within the cause and scope of such agency and/or employment. Petitioners do not know the true names and capacities, whether individual, corporate, or otherwise, of Respondent and Defendant Does 1 through 100, inclusive, and therefore sue said Respondent and Defendant under fictitious names. Petitioners will amend their Petition and Complaint to show their true names and capacities when they have been ascertained.

10. Real Party in Interest FOURSOME DEVELOPMENT COMPANY, a California general partnership, is the owner of the properties at 109/125 Ocean View Boulevard in Pacific Grove, and is listed as an owner/applicant on the Final Local Action Notice filed by the City of Pacific Grove with the California Coastal Commission on January 20, 2022.

11. Real Party in Interest PAUL LIVING TRUST is the owner of the parcel at 124 Central Avenue that will serve as a parking facility for the Project, and is listed as an owner/applicant on the Final Local Action Notice filed by the City of Pacific Grove with the California Coastal Commission on January 20, 2022.

12. Real Party in Interest CCS PACIFIC GROVE MANAGER, LLC is a Delaware limited liability company. CCS Pacific Grove Manager, LLC is identified as the "Project Applicant" on the Notice of Determination posted on January 13, 2022 by the Monterey County Clerk, and as an owner/applicant on the Final Local Action Notice filed by the City of Pacific Grove with the California Coastal Commission on January 20, 2022.

13. Real Parties in Interest Roes 1 to 100 are or were the agents, employees, contractors, and/or entities acting under the authority of each other respondent or real party in interest, and each performed acts on which this action is based within the cause and scope of such agency and/or employment. Petitioners do not know the true names and capacities, whether individual, corporate, or

otherwise, of real parties in interest Roes 1 to 100, inclusive, and therefore sue said real parties in interest under fictitious names. Petitioners will amend their Petition and Complaint to show their true names and capacities when they have been ascertained.

VENUE

14. This Court has original jurisdiction over this matter pursuant to article VI, section 10 of the California Constitution, sections 1094.5 of the Code of Civil Procedure, and Public Resources Code section 21168.5.

15. Venue is proper in the County of Monterey pursuant to Code of Civil Procedure section 394 in that Respondents/Defendants are government entities and/or agents of the City of Pacific Grove.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

16. As set forth in paragraph 10 above, Petitioner Pacific Grove Coast Watch has exhausted its administrative remedies in all circumstances when exhaustion of remedies was available to Petitioner. Petitioner submitted comments, by and through its counsel in written letters, and by and through its members' oral testimony, before the Pacific Grove Planning Commission and the Pacific Grove City Council. Because, as set forth herein, the Planning Commission denied all Project approvals, no appeal to the City Council was possible or required for Petitioner.

17. On February 2, 2022, Petitioner appealed the issuance of the CDP to the California Coastal Commission. The appeal concerns only the portion of the Project site within 300 feet of the coastal bluffs, which constitutes a narrow strip running along a portion of the Ocean View Boulevard frontage of the Project. (Public Resources Code, § 30603, subd. (a)(2).) The Commission must make a determination whether the appeal presents a "substantial issue." (*Id*, § 30625, subd. (b)(2).) If the Commission makes this determination, it will consider the Project's CDP *de novo*. (*Id.* at § 30621, subd. (a).)

18. On February 9, 2022, Petitioner notified the City of Pacific Grove, by letter to the City Clerk, carbon copied on the City Attorney, of its intention to file a suit under the California Environmental Quality Act. A true and correct copy of that letter is attached as Exhibit A hereto.

19. On February 10, 2022, Petitioner notified the California Attorney General that it would file this Petition for Writ of Mandate and Complaint for Injunctive and Declaratory Relief. A true and

correct copy of this notification, omitting its exhibit, is attached as Exhibit B hereto.

STATEMENT OF FACTS

20. The Project is proposed for construction and operation at 109/125 Ocean View Boulevard, a portion of Sloat Avenue, and 124 Central Avenue, a 5.59-acre site in the City of Pacific Grove. The site is current occupied by the American Tin Cannery, a historic cannery operation that is now a partially occupied retail outlet center with stores, restaurants, and recreation uses. The site also contains a surface parking lot with 140 spaces.

21. The Project site is bisected by Sloat Avenue, between Dewey Avenue and Eardley Avenue, a one-way street, and the project includes the City's vacation of Sloat Avenue so as to permit private hotel development on this now-public street.

22. The Project proposes 225 hotel rooms in two separate wings, originally described as the "Family/Group Wing" and the "Executive Wing," now referred to as the Shoreline and Bluffs wings, respectively. The hotel will also include two separate swimming pools. The hotel will also include more than 35,000 square feet of restaurant, bar, ballroom and meeting, space, and lobby/lounge space, as well as more than 10,000 square feet of retail space. Garage and surface parking will provide spaces for 290 cars, with 133 spaces in an underground garage. The total square footage to be constructed on the Project site is 353,489 sq. ft. The site will cover 89 percent of the 243,635 sq. ft. site. Seventy-nine existing on-site trees would be removed from the site.

23. The approval of the Project required the issuance of a Coastal Development Permit (Pacific Grove Municipal Code (PGMC) 23.90.080); Use Permit (PGMC § 23.70.080.a.4); Tree Permit (PGMC § 12.60.080); and Architectural Permit (PGMC § 23.70.060); and the certification of the EIR.

24. The Project is proposed to be located on Ocean View Boulevard, directly across the street from Monterey Bay Coastal Recreation Trail. On the other side of the trail, within 300 feet of the Project site, lies the coastal bluff. Hopkins West Beach and Fisher Beach are located below these bluffs. At these beaches, hundreds of harbor seals haul out of the water during the day. These marine mammals are nocturnal, hunting in the waters of the Pacific Ocean at night and returning to land to rest, sleep, and recharge during the day. In addition, pregnant females give birth to their pups and nurse and wean them on these beaches during the winter and spring seasons, every year. The harbor seals are very sensitive

to noise disturbance and easily "flushed" from the beach into the water if disturbed. The City of Pacific Grove has policies in its Municipal Code and LCP specifically recognizing the importance of these creatures to the City and the need to protect them from human interference.

25. The site contains four adjacent buildings with varying degree of historicity. Three of the buildings are associated with the American Can Company constructed at 109/125 Ocean View Boulevard in 1927 – 1928. The Office (now Archie's American Diner), built in 1927, the Factory and Warehouse (now the American Tin Cannery (ATC)), with retail, commercial, and restaurant uses) were constructed in 1928. In 1929, the factory averaged 70,000,000 cans annually, reflecting the canning of over 420 million fish (sardines). When the factory stopped operations in the early 1950s, the National Automotive Fibres, Inc. of Detroit purchased the property and made components for car interiors. This operator added a building to the site, but the original factory, warehouse and office buildings remained largely unchanged. The Respondent's EIR concluded the ATC complex qualifies as a historic resource eligible for listing on the Pacific Grove Historic Resources Inventory and California Register of Historic Resources inventories for its association with the industrial development of Pacific Grove and direct contributions to the rise of the Monterey Peninsula fish canning industry. The EIR determined these buildings retain their historical significance and integrity of design, materials, workmanship, and feeling. The Project will retain portions of the Factory, but substantially cut into the center of the primary façade to create a courtyard. The Project will demolish the Warehouse building.

26. When Pacific Grove Measure C was enacted by the voters in 1986, hotels and motels were restricted to a specific zone in the city and highly limited in number. In 2016, however, the voters approved Measure X, an initiative that added section 23.31.025 to the Pacific Grove Municipal Code. This ordinance changed the zone on three of the parcels included in the Project site (not including 124 Central Avenue) to C-V-ATC zoning district, and expressly permitted a hotel and accessory uses, to be developed consistent with the requirements of the LCP's Land Use Plan. Without the zone change included in Measure X, no hotel development would be permissible at the Project site.

27. An initial application for the Project was filed on June 11, 2019, and deemed complete on October 4, 2019.

28. On or about November 7, 2019, the City released a "Notice of Preparation of an

Environmental Impact Report for the American Tin Cannery Hotel and Commercial Project and Notice of Public Scoping Meeting" ("NOP"). The Notice requested comments from the public and responsible and trustee agencies, and announced a public scoping meeting on December 3, 2019.

29. The California Coastal Commission ("Coastal Commission") responded to the NOP, noting potential issues with respect to water supply, low cost accommodations, coastal hazards, parking, and coastal community design standards.

30. Numerous other local residents provided responses to the NOP expressing concerns about the size, scope, scale, and intensity of the proposal so close to the coast.

31. The Project's CDP application was filed on July 7, 2020, and deemed complete on November 13, 2020.

32. On July 30, 2020, a Draft EIR (DEIR) was released for a 60-day public review period. The Coastal Commission again commented on the EIR, along with the Monterey Bay Aquarium, Stanford University, the Alliance of Monterey Area Preservationists, and the Monterey Audubon Society. More than 140 comments were received from individuals, including members of PGCW such as Petitioner Ciani, Janet Cohen, and Michelle Raine (however, representing themselves as individuals).

33. Commenters raised concerns about water supply, the impact of the Project's construction on harbor seals, the visual impact and size and scale of the design, the destruction of historic resources, and the loss of 79 trees, parking, and circulation, among other things.

34. The City released the Final EIR ("FEIR") responding to the DEIR comments in December 2020.

35. The Site Plan Review Committee ("SPRC"), a committee composed of directors of various City governmental departments, held a public hearing on December 8, 2020. Petitioner Ciani and others presented concerns regarding the Project's proposed design and height.

36. The City's Architectural Review Board ("ARB") held a public hearing about the Project on December 15, 2020. After receiving written and oral comments from more than 150 people, the ARB moved to send the Project to the Planning Commission with a number of recommended revisions, including specifically to require story balloons for any new construction to improve the public's understanding of the visual impacts and bulk and scale of the Project. The ARB also requested

reductions in height and scale, the reuse of an historic building proposed for demolition and replacement, the elimination of excavation for underground parking from the portions of the property closest to Ocean View Boulevard, and retention of certain trees that were in fair condition. Members of PGCW, including Petitioner Ciani, commented at the ARB hearing.

37. The applicant revised the Project somewhat in response to the ARB's requests, including removing the underground parking in a portion of the site (reducing excavation by a claimed 38 percent), but did not install story balloons or story poles.

38. Instead of the Project going to the Planning Commission in January 2021, as originally scheduled by the Planning Director, the City, working with the applicant, crafted changes to the LCP's development standards that were designed to accommodate the applicant's design, allowing additional height at Sloat Avenue and the Bluff/Executive Wings. The City approved an amended LCP in June 2021, which was certified by the Coastal Commission in August 2021. The applicant then submitted revised plans on September 8, 2021, along with amended CDP application.

39. On October 28, 2021, the Planning Commission held a public hearing on the entitlements requested for the Project. Under the Pacific Grove Municipal Code, the Planning Commission had authority to take initial action on the Use Permit, Architectural Permit, Tree Permit, and the Coastal Development Permit, which could then be appealed to the City Council. The Planning Commission received over 200 written comments and heard oral testimony from more than 40 persons. Petitioner PGCW submitted a written letter, as did individual members of PGCW including Petitioner Ciani, who was granted additional speaking time at the hearing as the representative of a group organized to oppose the Project. Staff of the Coastal Commission also submitted a comment letter, raising concerns about the Project's compliance with the LCP, specifically with respect to water resources, lower-cost accommodations, public amenities, and design.

40. The Planning Commission continued its October 28 hearing to November 18, 2021, during which time it received an additional 32 comments. At that hearing the Planning Commission voted 4-2 against certifying the EIR and to deny all requested approvals, including the CDP. As the City summarized the Planning Commissioners' concerns motivating their denial were "the size and scale of the project, the removal of the on-site trees, and the potential for impacts to the harbor seals on

the shoreline across Ocean View Boulevard."

41. On November 24, 2021, the applicant appealed the Planning Commission's denial to the City Council, contending that the denial was not based on substantial evidence, that the project was consistent with the zoning ordinance, the General Plan, and the LCP, and that the EIR adequately addressed the issues raised by the Planning Commission.

42. On December 1, 2021, the City Council voted to "call up" the Planning Commission action for City Council review as set forth in Municipal Code section 23.74.040.

43. A final amended planning application incorporating additional native trees was submitted in December 2021, dated December 8, 2021.

44. The City Council held a special meeting to consider the appeal and the call up of the Project on January 12, 2022. PGCW submitted comments in a written letter addressing concerns with respect to CEQA and LCP compliance. PGCW's members, including Petitioner Ciani, also submitted written comments. The Coastal Commission again submitted comments raising concerns about the Project's lack of compliance with the LCP, particularly with regard to water supply, lower-cost accommodations, and design standards. Late-received comments were not posted in a manner that members of the public had ready access to these documents prior to the hearing.

45. During the City Council hearing, Tony Ciani, as a representative of PGCW, was afforded additional time at the outset of the hearing to present the case defending the Planning Commission's denial of the requested entitlements and certification of the EIR, reflecting the City Council's recognition of PGCW as one of the primary entities that opposed development of the Project as proposed.

46. The City Council took public comment for several hours and then began debate on the Project, covering topics including water resources, harbor seal protection, lower-cost accommodations and massing and scale.

47. After midnight on January 13, 2022, the City Council voted to 6 to 1 to certify the EIR and approve the Project's entitlements, including the CDP.

48. The Notice of Determination to approve the Project was posted on January 13, 2022 by the Monterey County Assessor.

49. The Final Local Action Notice was received by the Coastal Commission on January 20, 2022, commencing a 10-working-day appeal period which closed on February 3, 2022.

50. On February 2, 2022, PCGW filed an appeal of the determination to issue the CDP to the Coastal Commission. Petitioner Ciani filed an appeal on February 2, 2022. Others also filed appeals, including two Commissioners. At the time of the filing of this Verified Petition, the Coastal Commission has not made a determination whether a substantial issue has been raised by the appeals.

FIRST CAUSE OF ACTION
Violation of California Environmental Quality Act
(Public Resources Code § 21168, Code of Civ. Proc., § 1094.5)

51. Petitioners incorporate by reference all the allegations contained in the previous paragraphs as though fully set forth herein.

52. CEQA reflects the Legislature's determination that "the maintenance of a quality environment for the people of this state now and in the future is a matter of statewide concern." (Pub. Resources Code, § 21000, subd. (a).) This includes ensuring that the people of this state have access to clean air and water, and to maintain self-perpetuating levels of fish and wildlife species. (*Id.*, § 21001.) "[I]t is the policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects." (*Id.*, § 21002.)

53. The purpose of the EIR is to "identify the significant effects on the environment of a project, to identify alternatives to the project, and to indicate the manner in which those significant effects can be mitigated or avoided." (Pub. Resources Code, § 21002.1, subd. (a).) If the EIR does not accurately evaluate and disclose the environmental impacts of a project, CEQA's objectives are stymied.

54. CEQA is not merely a procedural statute; it imposes clear and substantive responsibilities on agencies that propose to approve projects, requiring that public agencies not approve projects that harm the environment unless and until all feasible mitigation measures are employed to minimize that harm. (Pub. Resources Code., §§ 21002, 21002.1, subd. (b).)

55. Failure either to comply with the substantive requirements of CEQA or to carry out the full CEQA procedures so that complete information as to a project's impacts is developed and publicly disclosed constitute a prejudicial abuse of discretion that requires invalidation of the public agency

action regardless of whether full compliance would have produced a different result. (Pub. Resources Code, § 21005.)

56. CEQA authorizes and directs the State Office of Planning and Research to adopt guidelines for the implementation of CEQA by public agencies. (Pub. Resources Code, § 21083.) These guidelines, which are found at title 14, California Code of Regulations section 1500 et seq. ("Guidelines"), are binding on all state and local agencies, including Respondents.

57. The Guidelines establish procedures for calculating the baseline environmental conditions at a proposed project site, providing that "[a]n EIR must include a description of the physical environmental conditions in the vicinity of the project, as they exist at the time the notice of preparation is published, or if no notice of preparation is published, at the time the environmental analysis is commenced. . . ." (14 Cal. Code Regs., § 15125 (a).)

58. Agencies may not undertake actions that could have a significant adverse effect on the environment, or limit the choice of alternatives or mitigation measures, before complying with CEQA. (14 Cal. Code Regs., § 15004(b)(2).) The "lead agency," which is the public agency that has the principal responsibility for carrying out the project, is responsible for conducting an initial study to determine, in consultation with other relevant state agencies, whether an environmental impact report, a negative declaration, or a mitigated negative declaration will be prepared for a project. (Pub. Resources Code., §§ 21067; 21080.1, subd. (a); 21080.3, subd. (a).)

59. CEQA defines a project as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (14 Cal. Code Regs., § 15378(a).)

60. The City prepared an EIR for the Project, but that EIR fails to satisfy CEQA's mandates in several critical respects.

61. The EIR failed to utilize a proper baseline to measure the water resources impacts of the Project. Rather than determining and reporting the actual water consumed by the quiet retail center and surface parking lot for use as a baseline reflecting the actual physical conditions at the time the Notice of Preparation was published, the EIR utilized a theoretical baseline of water use based on historic entitlements at that site. The record was clear that this facility had long been using significantly less

than its entitled water. The Monterey Peninsula has a documented water shortage, made more significant by legal restrictions on water provider Cal-Am's ability to provide water from the Carmel River. It is highly relevant to know how much additional water over the actual recent water use the 225-room hotel with two swimming pools would be drawing from this scarce resource.

62. The EIR also failed to analyze the impact on water resources resulting from the lack of increased water service due to state agency (State Water Resources Control Board and California Public Utilities Commission) limitations on providing serving for increased water uses resulting from a zone change. As discussed herein, hotel uses were not permissible on the Project site until the zone change that resulted from Measure X in 2016.

63. The EIR also erred by crediting significant water reductions for off-site laundry. Off-site laundry is not a requirement of approval for the Project nor is a mitigation measure for the Project. There is no legal obligation or binding commitment for the Project to have its laundry conducted off site, nor to have it conducted outside of the Monterey Peninsula. The Monterey Peninsula Water Management District recently ordered that water credits for offsite laundry are not permitted to reduce water demand for new users in a recognition that off site use simply shifts the water demand elsewhere. The EIR's reliance on these reductions to find that sufficient water was available to serve the Project was improper.

64. The EIR also erred by failing to adequately analyze the impacts of construction on the nearby harbor seal population. The DEIR failed to disclose the location of the closest harbor seal haul out and pupping location, Fisher Beach, mentioning only Hopkins West Beach which is further from the site. While the FEIR was amended to add Fisher Beach as a haul out location, no new analysis was conducted of the construction noise impacts at Fisher Beach. The EIR instead interpolated between two locations to arrive at an approximate estimate for Fisher Beach, without providing any additional analysis by a noise expert.

65. The EIR did not present any expert analysis of the impact of noise on harbor seal populations, even though acknowledging that animal response to noise is less predictable than human responses. The EIR simply adopted a threshold of significance based on an analysis from 2013 of a brief, 8-day long construction project with 8.5 hours of noise generation without exploring whether

repeated exposure over the 18-24 months of construction required for the Project would have a different impact on this marine mammal. The EIR did not utilize input from the BayNet docents who are recognized by the City as resources with regard to these marine mammals to determine whether any behavioral observations of the harbor seals *in situ* would support the threshold of significance or require alterations to that approach.

66. The EIR's mitigation measures for impact to harbor seals are also inadequate under CEQA. The EIR included three mitigation measures for harbor seal impacts.

a. BIO-1.1 called for "construction perimeter fencing" with "noise attenuating materials." The EIR contained no analysis of how this barrier fencing would reduce noise impacts, particularly from noise above the sight line of the fencing.

b. BIO-1.2 limits "demolition, grading, and excavation for subgrade construction," to the period between July 1 and February 1 to avoid pupping and weaning season. However, there are no limits on other construction activities or tree removal activities, and no requirement to survey for early pups in January and cease such activities if they are on-going.

c. BIO-1.3 requires a "qualified biological monitor" hired by the City to "observe and document behavior of . . . harbor seal . . . populations." Monitoring is "daily" during "initiative demolition and excavation phase," and "twice monthly" during the remainder of the construction program. "Activity or behavior identified by the monitor(s) indicative of unusual stress or threatening relocation shall cause immediate work stoppage and notification of the City and project sponsor. Work shall resume only after noise levels are reduced and additional noise/disturbance protection measures are employed and tested in the field for effectiveness." This measure does not incorporate any standards for disturbance, and the frequency of monitoring is insufficient to ensure that the harbor seals are not disturbed by these impacts. There is no threshold to determine whether noise levels are reduced, because the noise levels are not being measured in the first instance.

67. The Planning Commission specifically recognized the deficiency of these mitigation measures and requested noise monitoring equipment be installed, but this proposal was not accepted. Two Planning Commissioners commented at length that BIO-1.3 was inadequately designed to address noise impacts to harbor seals because it lacked any standards and any plan to follow if disturbance was identified.

68. The EIR also failed to analyze the possible impacts of harbor seal displacement to other nearby recreational beaches, such as Lovers Point Beach, which would limit use of this beach by humans.

69. The EIR failed to adequately mitigate for the loss of historic and architectural resources due to the destruction of the Warehouse building and the remodeling of the historic and character-defining façade of the Factory building without adherence to the Secretary of Interior's Standards for Rehabilitation codified as 36 C.F.R. 67. The EIR determined that "the project is not in compliance with Standards 1, 2, 4, 9, and 10 and the project therefore cannot be said to be in compliance with the Secretary of Interior's Standards for Rehabilitation." The EIR also determined that "[a]s a result of the demolition of Building No. 2 (Warehouse) and the partial demolition of Building No. 1 (Factory), the American Tin Cannery will no longer retain sufficient historical integrity to convey its significance and will no longer be eligible for listing in the California Register of Historical Resources or Pacific Grove Inventory of Historical Resources. Thus, as proposed the American Tin Cannery Hotel & Commercial project will create a significant and unavoidable impact on the historic resource."

70. Moreover, the EIR failed to adequately consider or require a reasonable range of alternatives including an alternative that would retain the historic warehouse building or the entire Factory.

71. The EIR also failed to account for the impacts of truck trips to off site laundry facilities in the Project's greenhouse gas emission analysis.

72. The Final EIR's responses to comments did not satisfy the requirements of CEQA to analyze and respond to relevant comments. For instance, with respect to water resources, the FEIR ignores comments requesting a genuine baseline analysis, defers to the Monterey Peninsula Water Management District instead of addressing issues raised by the Coastal Commission, and states that the

State Water Resources Control Board did not comment on the DEIR as if this silence were a relevant reflection of that Board's concurrence in the DEIR's conclusions. As to harbor seals, the FEIR's responses fail to include any new expert analysis and simply interpolate two data points, without addressing the substantive comments provided by numerous citizens who observe the harbor seals on a regular basis. These and other responses fail to satisfy CEQA's mandate for informed responses on significant environmental issues raised in comments on the DEIR.

73. Petitioners have a direct and beneficial interest in the action herein and have exhausted all other available remedies.

74. Petitioners have a beneficial right to Respondents' performance of their respective duties based on Petitioners' interest in protecting Pacific Grove's coastal resources from impacts of commercial development and construction.

75. Respondents' actions in approving the Project have caused and threatens to cause Petitioners irreparable and substantial harm.

76. Petitioners have no plain, speedy, and adequate remedy at law, in that unless this Court enjoins the Real Parties, they will commence construction of the Project, which will cause the environmental impacts detailed herein, without adequate environmental review and mitigation required by CEQA. No amount of monetary damages or other legal remedy can adequately compensate Petitioner for the irreparable harm that Petitioners, its members, and the residents of the City of Pacific Grove and California will suffer from the violations of law described herein.

SECOND CAUSE OF ACTION
Violation of Coastal Act/Local Coastal Program
(Public Resources Code § 30802; Code of Civ. Proc., § 1094.5)

77. Petitioners incorporate by reference all the allegations contained in the previous paragraphs as though fully set forth herein.

78. The Coastal Act must "be liberally constructed to accomplish its purposes and objectives." (Pub. Resources Code, § 30009.)

79. In the Coastal Act, the Legislature specifically declared that the coastal zone "is a distinct and valuable natural resource of vital and enduring interest to all the people and exists as a delicately balanced ecosystem;" and that "to promote the public safety, health, and welfare, and to protect public

and private property, wildlife, marine fisheries, and other ocean resources, and the natural environment, it is necessary to protect the ecological balance of the coastal zone and prevent its deterioration and destruction." (Pub. Resources Code, § 30001.)

80. When policy conflicts arise under the Coastal Act, "such conflicts [must] be resolved in a manner which on balance is most protective of significant coastal resources." (Pub. Resources Code, § 30007.5.)

81. The Coastal Act requires local governments like the City to develop a local coastal program ("LCP"). The LCP consists of a land use plan (LUP) and implementing ordinances, all designed to further the objectives of the Coastal Act. (Pub. Resources Code, § 30001.5.) The City's LCP was certified by the Coastal Commission on March 11, 2020. An amendment to the LCP's design standards specifically focused on the ATC Project site was certified by the Coastal Commission on August 12, 2021.

82. Affordable coastal overnight accommodations is a key goal of the Coastal Act. "A lack of affordable accommodations remains a barrier to coastal access. California's historic supply of lower cost coastal accommodations has been reduced, and continues to be diminished, as a result of high coastal property values and economic pressures to develop new coastal accommodations that are too expensive to be affordable to most visitors." (Pub. Resources Code, § 31411.)

83. The Coastal Act also contains policies protecting marine environments. "Marine resources shall be maintained, enhanced, and, where feasible, restored. Special protection shall be given to areas and species of special biological or economic significance. Uses of the marine environment shall be carried out in a manner that will sustain the biological productivity of coastal waters and that will maintain healthy populations of all species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes." (Pub. Resources Code, § 30230.)

84. Environmentally sensitive habitat areas, which include areas such as the harbor seal rookeries on Hopkins West and Fisher Beaches, are also afforded special protection under the Coastal Act, and such areas "shall be protected against any significant disruption of habitat values," while "[d]evelopment in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade those areas, and

shall be compatible with the continuance of those habitat and recreation areas. (Pub. Resources Code, § 30240.)

85. "The scenic and visual qualities of coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to and along the ocean and scenic coastal areas, to minimize the alteration of natural land forms, to be visually compatible with the character of surrounding areas, and, where feasible, to restore and enhance visual quality in visually degraded areas. New development in highly scenic areas such as those designated in the California Coastline Preservation and Recreation Plan prepared by the Department of Parks and Recreation and by local government shall be subordinate to the character of its setting." (Pub. Resources Code, § 30252.)

86. The City prepared an LCP to implement policies of the Coastal Act. The approval of the Project did not conform to numerous policies, as set forth below.

87. With respect to harbor seals and the Project's construction impacts on the nearby harbor seal population, the approval was inconsistent with the following policies of the LCP:

a. BIO-7. The City will preserve its character-defining flora and fauna, such as rosy ice plant (Drosanthemum floribundum), Monterey pine, Monterey cypress, Coast Live Oak, Monarch butterfly, Harbor seal, Southern Sea Otter, Humpback and Gray Whale and Black Oystercatcher.

b. BIO-1. Environmentally Sensitive Habitat Areas, or "ESHAs," are defined as any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments. In Pacific Grove these areas include, but are not limited to, dune, wetland, streams, coastal bluff, sandy and rocky beaches, intertidal and subtidal zones, tide pools, kelp forests, offshore reefs, rocks, and islets, and rookery areas.

c. MAR-5. Marine resources shall be maintained, enhanced, and where feasible, restored. Special protection shall be given to species and areas of special biological significance. Uses of the marine environment shall be carried out in a

manner that will sustain the biological productivity of coastal waters and that will maintain healthy populations of all species of marine organisms adequate for long-term commercial, recreational, scientific, and educational purposes.

88. As set forth in the previous paragraphs regarding CEQA, the approval of the Project did not include adequate protections or mitigation measures to protect harbor seals from the impacts of noise associated with construction activities.

89. The approval of the Project was inconsistent with LCP Policy INF-2: "Development shall only be approved if it is first clearly demonstrated that the development will be served by an adequate existing water allocation and sustainable water supply." As the Coastal Commission staff repeatedly informed the City, this policy requires an assessment of the impact of new development against water current used by the existing site uses. The policy also requires assurance of sustainable water service, which cannot be demonstrated due to the moratorium on increased service resulting from a change of zoning.

90. The LCP requires the provision of lower-cost accommodations and mitigation for projects that fails to provide for such accommodations in PRA-11 and PRA-12. The Implementation Program requires the provision of a feasibility study to analyze the financial feasibility for providing lower-cost accommodations on site or to determine the appropriate value of any in-lieu mitigation fee. (PGMC, § 23.90.220(c).) The approval of the Project was not consistent with these policies because the City permitted, at the last moment after the public hearing was closed, for the applicant to completely substitute an in-lieu fee with a poorly defined on-site program that was not supported by any substantial evidence in the record.

91. The applicant prepared a feasibility study regarding lower cost accommodations which concluded that "providing on-site lower-cost rooms would likely render the development of the ATC Project financially infeasible but that payment of the in-lieu fee may be financially viable." The analysis concluded that providing 56 lower-cost rooms at a rate of $117 on-site would leave the hotel operations with a $9 million financial gap, and therefore was infeasible. Paying an in-lieu fee of $1.8 million, a cost of $32,000 per unit, would be financially feasible.

92. After the feasibility study, the applicant proposed a $1.8 million in-lieu fee to mitigate

the failure to provide on-site lower cost accommodations. The Coastal Commission expressed significant concern that this value was inadequate to serve as a replacement cost for the lower-cost accommodations.

93. After the close of the public hearing at the City Council, one Councilmember raised concerns regarding the Project's lower-cost accommodations proposals. Staff responded and defended the calculation of the in-lieu fee amount, and then the applicant's representative spoke. For the first time, the applicant's representative alleged that it had agreed to pay the in-lieu fee before because the Coastal Commission insisted on it, but that it would instead prefer to provide 56 units on-site, to be made available to "active military, nurses, frontline workers." The applicant stated it would like to work with the City to develop this program. There were no questions asked of the applicant regarding financial feasibility in light of the feasibility study, regarding the proposed lower-cost rate, or regarding the implementation of the program.

94. At the close of the hearing, the condition of approval regarding lower-cost accommodations was re-written to eliminate the in-lieu fee and now provides: "In compliance with the City's requirement for inclusion of lower-cost overnight accommodations for new hotels, prior to the issuance of building permits, the project sponsor shall provide for Community Development Director review and approval, a revised project description noting that 56 hotel rooms will be available as on-site lower-cost overnight visitor accommodations, the eligibility requirements for such rooms, and how the lower-cost overnight visitor accommodations program will be implemented. In addition, the project sponsor shall pay $8,000.00 into the City's fund for development of lower-cost overnight accommodations as the in-lieu contribution for the 0.25-unit fractional remainder to meet the City's 25% minimum number of lower-cost overnight accommodations."

95. The determination that this undefined program satisfied the LCP's and the Coastal Act's lower-cost accommodation policies was not supported by substantial evidence, because there was no evidence in the record of proposed room rates or implementation plans and no evidence supporting the conclusion that the hotel would be able to operate while renting 56 rooms at the rates deemed truly lower-cost.

96. The public, including Petitioners, could not object to this proposal because it was

presented only after the public hearing was closed. Therefore, exhaustion of administrative remedies was infeasible.

97. The project site is located in a popular visitor-destination recreation area on the nearest coastal road paralleling the sea. The project is inconsistent with the public access policies of the LCP and Coastal Act to protect public access to and along the shoreline, including public parking and circulation on Ocean View Boulevard and Sloat Avenue. These policies include:

a. Coastal Act (Pub. Resources Code §§30212.5, 30252, and 30254).

b. PRA-9. New development shall ensure that public access opportunities are maximized, including [through] offsetting any temporary (e.g., during construction) and potential permanent impacts to public access (including in terms of increased traffic leading to impacts to public access use of the City's circulation system) appropriately and proportionally. Development shall provide for public access enhancements and improvements as much as possible, including in terms of providing public access use areas in private development projects (e.g., visitor serving development) as appropriate. Development that does not meet these requirements shall be denied.

98. The Project is also inconsistent with LCP policies regarding protection of public views and visual quality in the coastal area. These include:

a. SCE-1. Public views to and along the shoreline shall be protected and enhanced, and alteration of natural landforms shall be minimized.

b. SCE-2. Preserving and enhancing the scenic qualities of the Coastal Zone is a priority in all City actions and decisions. Development that could adversely impact public views and scenic coastal areas shall only be allowed where it protects, preserves, and, if feasible, enhances such scenic and visual qualities.

c. SCE-3. Where appropriate, protect special communities and neighborhoods that, because of their unique characteristics, are popular visitor destination points for recreational uses or are locally important historic areas.

d. SCE-5. The City will designate scenic areas of the Coastal Zone, including those

> areas described in Policy SCE-3, as areas having special scenic significance requiring the imposition of project-specific development standards designed to protect these scenic areas (refer to Figure 4, Scenic Areas).
>
> . . . .
>
> Development within visually prominent settings, including those identified on Figure 4, and on all parcels that abut Ocean View Boulevard and Sunset Drive, shall be sited and designed to avoid blocking or having a significant adverse impact on significant public views, including by situating buildings, access roads, and related development in a manner and configuration that maximizes public viewshed protection, and through such measures as height and story limitations, and bulk and scale limitations. Clustering development to maximize open space views may also be considered.

99. The Project is substantially larger than any other nearby structure and significantly out-of-scale with the community surrounding it. The Project is roughly the size of three of the largest area structures located in Monterey, combined together. The Project's visual impacts were never assessed utilizing story poles or story balloons, or any other form of on-site full-size visual impact assessment, even though the Implementation Program requires such assessment: "Any other information deemed necessary to determine the visual impact of the proposed project, including but not limited to analysis of the heights of existing buildings within 150 feet of the proposed structure; story poles and netting showing proposed ridgelines; and visual simulations to help identify potential visual impacts." (PGMC, § 23.90.160 (b)(1)(E).)

100. The Project also maximizes lot coverage but does not provide for adequate public amenities, removing on street parking, eliminating Sloat Avenue as a right of way, and failing to provide corresponding public benefits.

101. Petitioners have a direct and beneficial interest in the action herein and has exhausted all other available remedies. Petitioners have appealed to the Coastal Commission and awaits a substantial issue determination on Petitioner's appeal.

102. Petitioners have a beneficial right to Respondents' performance of their respective duties

based on Petitioner's interest in protecting Pacific Grove's coastal resources from impacts of commercial development and construction.

103. Respondents' actions in approving the Project have caused and threatens to cause Petitioners irreparable and substantial harm.

104. Petitioners have no plain, speedy, and adequate remedy at law, in that unless this Court enjoins the Real Parties, they will commence construction of the Project, which is inconsistent with the requirements of the LCP and the Coastal Act. No amount of monetary damages or other legal remedy can adequately compensate Petitioner for the irreparable harm that Petitioners, its members, and the residents of the City of Pacific Grove and California will suffer from the violations of law described herein.

THIRD CAUSE OF ACTION
Declaratory Relief
(Code of Civ. Proc., § 1060)

105. Petitioners incorporate by reference all of the allegations of the previous paragraphs, as though fully set forth herein.

106. A dispute has arisen between Petitioners and Respondents, in that Petitioners believe and contend, for the reasons set forth above, that Respondents' actions as set forth above were unlawful and invalid. Petitioners are informed and believe, and on that basis contend, that Respondents contend in all respects to the contrary.

107. Petitioners contend that the approval of the Project did not comply with CEQA, because the EIR failed to comply with CEQA's requirements for analysis, including all reasonable project alternatives and mitigation of the Project's environmental impacts. Petitioners are informed and believe that in response to Petitioners having identified these issues for Respondents, Respondents have disagreed with Petitioners' contentions.

108. Petitioners contend that the approval of the Project did not comply with the LCP or the Coastal Act, including policies for the protection of public access, wildlife, environmentally sensitive habitat, water resources, lower-cost accommodations, and visual impacts. Petitioners are informed and believe that in response to Petitioners have identified this issue for Respondents, that Respondents have disagreed with Petitioners' contentions.

109. A judicial declaration as to the legality of Respondents' actions, as set forth above, is therefore necessary and appropriate to determine the respective rights and duties of the parties.

PRAYER FOR RELIEF

WHEREFORE, Petitioners pray for relief as follows:

1. As to the First Cause of Action, that this Court issue a peremptory writ of mandate commanding Respondents to rescind the certification of the EIR and all approvals of the Project which rely upon the EIR, including the Use Permit, Architectural Permit, Coastal Development Permit, and Tree Permit; and that this Court issue a temporary restraining order, preliminary injunction, administrative stay, and permanent injunction enjoining Respondents and Real Parties from constructing or operating the Project;

2. As to the Second Cause of Action, that this Court issue a peremptory writ of mandate commanding Respondents to rescind the approval of the Coastal Development Permit; and that this Court issue a temporary restraining order, preliminary injunction, administrative stay, and permanent injunction enjoining Respondents and Real Parties from constructing or operating the Project;

3. As to the Third Cause of Action, that this Court issue declaratory relief that Respondents have not complied with CEQA in their approvals of the Project;

4. Also as to the Third Cause of Action, that this Court issue declaratory relief that Respondents have not complied with the Coastal Act and the Local Coastal Program in their approvals of the Project;

5. That this Court award Petitioners costs and attorneys' fees pursuant to Code of Civil Procedure section 1021.5 or other applicable law; and

6. That this Court grant Petitioners such other, different, or further relief as the Court may deem just and proper.

Dated: February 9, 2022

Respectfully submitted,

STRUMWASSER & WOOCHER LLP
Fredric D. Woocher
Beverly Grossman Palmer

By: _____
Beverly Grossman Palmer
Attorneys for Petitioner Pacific Grove Coast Watch; and Anthony Ciani

VERIFICATION

I, Anthony A. Ciani, declare:

I am a member of Pacific Grove Coast Watch and a resident of Pacific Grove, California. I am authorized to make this verification for Petitioner and Plaintiff Pacific Grove Coast Watch. I have read the foregoing VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF. I am informed and believe that the contents thereof are true, and on that ground I allege that the matters stated therein are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 9th day of February, 2022 at Pacific Grove, California.

Anthony A. Ciani

VERIFICATION

I, Anthony A. Ciani, declare:

I am a resident of Pacific Grove, California and a Petitioner in this action. I make this verification on my own behalf. I have read the foregoing VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF. I am informed and believe that the contents thereof are true, and on that ground I allege that the matters stated therein are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 4th day of February, 2022 at Pacific Grove, California.

Anthony A. Ciani

EXHIBIT A

From:	Beverly Grossman Palmer
Sent:	Wednesday, February 9, 2022 2:44 PM
To:	skandell@cityofpacificgrove.org
Cc:	david@laredolaw.net
Subject:	Notice of Intent to Commence Litigation Under CEQA
Attachments:	220209 Letter to City Clerk re CEQA.pdf

Please see the attached letter notifying the City of Pacific Grove that Pacific Grove Coast Watch and Anthony A. Ciani intend to commence litigation under the California Environmental Quality against the City and the City Council.

Beverly Grossman Palmer
Strumwasser & Woocher LLP
10940 Wilshire Boulevard, Suite 2000
Los Angeles, CA 90024
T: 310-576-1233
F: 310-319-0156
Dir: 310-933-5930

IMPORTANT NOTICE: At this time, Strumwasser & Woocher LLP is CLOSED TO THE PUBLIC. **Packages requiring signatures will be returned undelivered – do not serve papers by this method.** While our office is closed, **Strumwasser & Woocher LLP consents to electronic service in all of its matters**. Please serve by electronic mail to bpalmer@strumwooch.com AND to our Senior Legal Assistant, LaKeitha Oliver, at loliver@strumwooch.com. We reserve the right to object to any notice or delivery of any kind if not actually received by counsel before all statutory deadlines.

STRUMWASSER & WOOCHER LLP
ATTORNEYS AT LAW
10940 WILSHIRE BOULEVARD, SUITE 2000
LOS ANGELES, CALIFORNIA 90024

MICHAEL J. STRUMWASSER
BRYCE A. GEE
BEVERLY GROSSMAN PALMER
DALE K. LARSON
CAROLINE C. CHIAPPETTI
JULIA G. MICHEL
SALVADOR E. PÉREZ

† Also admitted to practice in Washington

TELEPHONE: (310) 576-1233
FACSIMILE: (310) 319-0156
WWW.STRUMWOOCH.COM

FREDRIC D. WOOCHER
ANDREA SHERIDAN ORDIN
SENIOR COUNSELS

February 9, 2022

Via email to skandell@cityofpacificgrove.org

Sandra Ann Kandell
City Clerk
City of Pacific Grove
300 Forest Ave
Pacific Grove, CA 93950

Re: Notice of Intent to Commence CEQA Action
Pacific Grove Coast Watch v. City of Pacific Grove

Dear Ms. Kandell:

This firm writes on behalf of the Pacific Grove Coast Watch and Anthony A. Ciani.

Please take notice under section 21167.5 of the Public Resources Code, as agent for the City of Pacific Grove and the Pacific Grove City Council, that Pacific Grove Coast Watch and Anthony A. Ciani intend to file a lawsuit under the California Environmental Quality Act (CEQA) in Monterey County Superior Court. The lawsuit will name as Respondents and Defendants the City of Pacific Grove and the Pacific Grove City Council, and will contend that the January 12, 2022 approval of the American Tin Cannery (ATC) Project at 109/125 Ocean View Boulevard and 124 Central Avenue, including the certification of the Environmental Impact Report and the approval of the Use Permit, Architectural Permit, Tree Permit and Coastal Development Permit, did not comply with the requirements of CEQA.

The lawsuit will also object to the issuance of the Coastal Development Permit as inconsistent with the requirements of the City's certified Local Coastal Program and the Coastal Act.

Sincerely,

Beverly Grossman Palmer

Cc: David Laredo (dave@laredolaw.net)

EXHIBIT B

STRUMWASSER & WOOCHER LLP
ATTORNEYS AT LAW
10940 WILSHIRE BOULEVARD, SUITE 2000
LOS ANGELES, CALIFORNIA 90024

TELEPHONE: (310) 576-1233
FACSIMILE: (310) 319-0156
WWW.STRUMWOOCH.COM

MICHAEL J. STRUMWASSER
BRYCE A. GEE
BEVERLY GROSSMAN PALMER
DALE K. LARSON
CAROLINE C. CHIAPPETTI
JULIA G. MICHEL
SALVADOR E. PÉREZ

FREDRIC D. WOOCHER
ANDREA SHERIDAN ORDIN
SENIOR COUNSELS

† Also admitted to practice in Washington

February 9, 2022

Rob Bonta
Attorney General
Office of the Attorney General
1300 I Street
Sacramento, California 95814

Re: Notice of Intent to Commence CEQA Action
Pacific Grove Coast Watch, et al. v. City of Pacific Grove, et al.

Dear Attorney General:

Pursuant to Public Resources section 21167.5 and Code of Civil Procedure section 388, Petitioners Pacific Grove Coast Watch and Anthony A. Ciani ("Petitioners") hereby gives notice that on February 10, 2022, a verified petition for writ of mandate and complaint for injunctive and declaratory relief will be filed against Defendants and Respondents, the City of Pacific Grove, and the Pacific Grove City Council (collectively "the City") in Monterey County Superior Court, Monterey Courthouse. The action challenges the City's approval of the American Tin Cannery Hotel Project at 109/125 Ocean View Boulevard in the City of Pacific Grove for failure to comply with the California Environmental Quality Act and the California Coastal Act.

A copy of the Verified Petition for Writ of Mandate and Complaint for Injunctive and Declaratory Relief is attached to this notice.

Sincerely,

Beverly Grossman Palmer

ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: 234004
NAME: Beverly Grossman Palmer
FIRM NAME: Strumwasser & Woocher LLP
STREET ADDRESS: 1250 6th Street, Suite 205
CITY: Santa Monica STATE: CA ZIP CODE: 90401
TELEPHONE NO.: 310-576-1233 FAX NO.: 310-319-0156
E-MAIL ADDRESS: bpalmer@strumwooch.com
ATTORNEY FOR (name): Petitioners/Plaintiffs Pacific Grove Coast Watch and Anthony Ciani

FOR COURT USE ONLY

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 5/29/2024 4:36 PM
By: Wendy Lopez, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
STREET ADDRESS: 1200 Aguajito Road
MAILING ADDRESS: 1200 Aguajito Road
CITY AND ZIP CODE: Monterey 93940
BRANCH NAME: Monterey Courthouse

PLAINTIFF/PETITIONER: Pacific Grove Coast Watch, et al
DEFENDANT/RESPONDENT: City of Pacific Grove

REQUEST FOR DISMISSAL

CASE NUMBER: 22CV000387

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
   a. (1) ☐ With prejudice (2) ☒ Without prejudice
   b. (1) ☐ Complaint (2) ☐ Petition
   (3) ☐ Cross-complaint filed by *(name):* on *(date):*
   (4) ☐ Cross-complaint filed by *(name):* on *(date):*
   (5) ☒ Entire action of all parties and all causes of action
   (6) ☐ Other *(specify):**

2. *(Complete in all cases except family law cases.)*
   The court ☐ did ☒ did not waive court fees and costs for a party in this case. *(This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed)*.

Date: May 29, 2024

Beverly Grossman Palmer
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed

▶ Bev Gal
(SIGNATURE)

Attorney or party without attorney for:
☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

3. **TO THE CLERK:** Consent to the above dismissal is hereby given.**
Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

▶
(SIGNATURE)

Attorney or party without attorney for:
☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

4. ☒ Dismissal entered as requested on *(date):* 5/29/2024
5. ☐ Dismissal entered on *(date):* as to only *(name):*
6. ☐ Dismissal **not entered** as requested for the following reasons *(specify):*

7. a. ☒ Attorney or party without attorney notified on *(date):* 6/5/2024
   b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
   ☐ a copy to be conformed ☐ means to return conformed copy

Date: 6/5/2024 Clerk, by /s/ Wendy Lopez, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
CIV-110 [Rev. January 1, 2013]

REQUEST FOR DISMISSAL

Code of Civil Procedure, § 581 et seq.;
Gov. Code, § 68637(c); Cal. Rules of Court, rule 3.1390
www.courts.ca.gov

PLAINTIFF/PETITIONER: Pacific Grove Coast Watch, et al DEFENDANT/RESPONDENT: City of Pacific Grove	CASE NUMBER: 22CV000387

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover $10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name):*
2. The person named in item 1 is *(check one below):*
   a. ☐ not recovering anything of value by this action.
   b. ☐ recovering less than $10,000 in value by this action.
   c. ☐ recovering $10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. All court fees and court costs that were waived in this action have been paid to the court *(check one):* ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION) (SIGNATURE)

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF MONTEREY

Re: *Pacific Grove Coast Watch vs. City of Pacific Grove*
Case Number 22CV000387

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1250 6th Street, Suite 205, Santa Monica, California 90401. My electronic mail address is loliver@strumwooch.com.

On **May 29, 2024**, I served the foregoing documents described as **REQUEST FOR DISMISSAL** on all appropriate parties in this action, as listed on the attached Service List, by the method stated:

☒ If Electronic Filing Service (EFS) is indicated, I electronically filed the document(s) with the Clerk of the Court by causing the documents to be sent to One Legal, the Court's Electronic Filing Services Provider for electronic filing and service. Electronic service will be effected by One Legal's case-filing system at the electronic mail addresses indicated on the attached Service List.

☒ If U.S. Mail service is indicated, by placing this date for collection for mailing true copies in sealed envelopes, first-class postage prepaid, addressed to each person as indicated, pursuant to Code of Civil Procedure section 1013a(3). I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing contained in the affidavit.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this declaration was executed on **May 29, 2024,** at Los Angeles, California.

LaKeitha Oliver

SERVICE LIST
Pacific Grove Coast Watch vs. City of Pacific Grove
Case Number 22CV000387

Via EFS Christopher L. Stiles Remy Moose Manley LLP 555 Capitol Mall, Suite 800 Sacramento, California 95814 Telephone: 916-443-2745 Email: cstiles@rmmenvirolaw.com *Attorneys for Respondents and Defendants City of Pacific Grove; and Pacific Grove City Council*	***Via U.S. Mail*** Forest Paul 508 Loma Alta Road Carmel-by-the-Sea, California 93923 *Authorized to accept on behalf of Real Party in Interest Paul Living Trust*
Via U.S. Mail Theodore J. Balestreri 555 Abrego Street Monterey, California 93940 *Authorized Agent for Real Party in Interest Foursome Development Company*	***Via EFS*** Arthur F. Coon Miller Starr Regalia 1331 North California Boulevard, 5th Fl. Walnut Creek, California 94596 Tel: 925-935-9400● Fax: 925-933-4126 Email: arthur.coon@msrlegal.com *Attorney for Real Party in Interest CCS Pacific Grove Manager, LLC*

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: September 18, 2024

SUBJECT: Pine Avenue Street Improvements, Fountain and 15th

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

RECOMMENDATION

1. Receive presentation
2. Authorize staff to discuss options with the Traffic Safety Commission and Pacific Grove Unified School District Staff to gain feedback on improvements and subsequently, bring back refined options to the City Council
3. Alternatively, discuss and take other action related to this item

DISCUSSION

As part of the fiscal year 23/24 Capital Improvement Program, the City Council allocated funds for safety improvements in front of Robert Down Elementary School, on Pine Avenue.

The approval of the project prompted the Traffic Engineer to observe and evaluate the location and prepare a set of recommendations for safety enhancements. The Traffic Engineers recommendations were brought before the City Council at their February 7, 2024 meeting. The item was continued to the February 14, 2024 meeting, at which time the Council approved a plan to relocate the stop sign at Fountain and Pine Avenues to 15th St and Pine Avenue and initiate all signage and advance warning street markings associated with the plan, which was attached to the staff report for reference. The staff report further specified that as a next step, the safety improvements would be incorporated into the 23/24 Crack and Slurry Seal Project.

At their April 17, 2024 meeting, the City Council authorized the agreement for the Crack and Slurry Seal Project. The Agenda Report stipulated that the improvements on Pine Avenue were incorporated and included as an element of the agreement.

In May 2024, the recommendations were implemented. The improvements received some criticism, which triggered the Traffic Engineer to further evaluate the implemented improvements.

The Traffic Engineer and his staff evaluated the intersections at Fountain and Pine Avenues and 15th St and Pine Avenue on August 28 and September 4th, 5th and 6th. Initial high-level observations include that the initial improvements improved the safety and functionality of the roadway.

In addition to observing the implemented roadway improvements, the Traffic Engineering provided an analysis of the stop sign and crosswalk reconfiguration, following community inquiries received.

Traffic Engineer's Analysis on the Stop Sign & Crosswalk Reconfiguration

The two crosswalks across Pine Avenue at Fountain were removed, and the stop control was moved to Pine Avenue and 15th Street to reduce conflicts between vehicles traveling on Pine Avenue and school pedestrians crossing Pine Avenue. Prior to the recent striping and stop sign changes, there were three crosswalks across Pine Avenue in this stretch of roadway. The striping changes consolidated them into one crosswalk at Pine Avenue and 15th Street. This consolidation displaced roughly 25 students in each crosswalk at Fountain to the single crosswalk at 15th, where the all-way stop control and school crossing guard provide better control for the 100+ students crossing Pine Avenue before and after school. Eastbound drivers on Pine Avenue approach a single school crosswalk with an all-way stop and school crossing guard, instead of two crosswalks with a stop sign at Fountain Avenue and an uncontrolled crosswalk at 15th Street with one crossing guard. A single crosswalk at 15th Street with all-way stop control is more predictable for drivers to discern where students will cross. The change places the majority of students crossing Pine Avenue at 15th Street in front of Robert Down School at the single crosswalk, which increases driver expectations of the school crosswalk and a heightened awareness of students crossing in front of them. Additionally, middle school students are also using the single crosswalk and school crossing guard at 15th Street to cross Pine Avenue, instead of crossing at Fountain Avenue. Essentially, consolidating the three school crosswalks into one crossing at 15th Street is operating as it was intended. For these reasons, adding school crosswalks back to Fountain Avenue is not recommended.

Consolidating the school crosswalks across Pine Avenue from Fountain Avenue to 15th Street changed the Safe Route to School path of travel. However, removing the stop signs and school crosswalks at Fountain Avenue does not prohibit pedestrians from crossing Pine Avenue at Fountain Avenue. Without painted crosswalks, crossing Pine Avenue is considered legal in an "unmarked crosswalk." California Vehicle Code section 21954(a) and (b) provides the legal basis for crossing a street in either a marked or unmarked crosswalk:

> (a) Every pedestrian upon a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles upon the roadway so near as to constitute an immediate hazard.
>
> (b) The provisions of this section shall not relieve the driver of a vehicle from the duty to exercise due care for the safety of any pedestrian upon a roadway."
>
> Pine Avenue has 28 intersections with "unmarked crosswalks". It is legal to cross all of them, including Pine / Fountain.

The City's Traffic Engineer and his team also developed two plans that could be implemented to further increase safety adjacent to the school. The first option would be to install a temporary Eastbound lane drop-off from Fountain Avenue to 13 th Street along the frontage of the school. The second option entails implementing permanent lane reduction measures in both directions from Carmel Avenue to Fountain Avenue.

Traffic Engineers Options for Further Enhancing Safety

Option 1:

· Temporary Eastbound lane reduction to create a drop-off lane
· Eliminates East bound dual threat at the crosswalk by creating only 1 lane of traffic
· Separates school drop-off traffic from through traffic
· This option also includes education of parents and Pacific Grove Unified School District (PGUSD) Staff and enforcement

Option 2:

· Eliminates dual threat at crosswalks in both directions by reducing traffic lanes to one
· Creates shorter crossing times as permanent bulb outs could be constructed
· Separates drop-off traffic from through traffic in front of the school
· This option creates positive driver and pedestrian interaction

Draft conceptual drawings of both options are attached to this report and included in the presentation. City Staff and the Traffic Engineering team are requesting City Council to authorize staff to present these two options to the City's Traffic Safety Commission, PGUSD staff and also at the City's and PGUSD joint sub-committee meeting. The intentions of these meetings is to gather feedback from the groups, and for staff to prepare a set of safety improvements, if warranted, that could be implemented in front of Robert Down Elementary School.

OPTIONS

Do not authorize staff to pursue additional safety measures along Pine Avenue

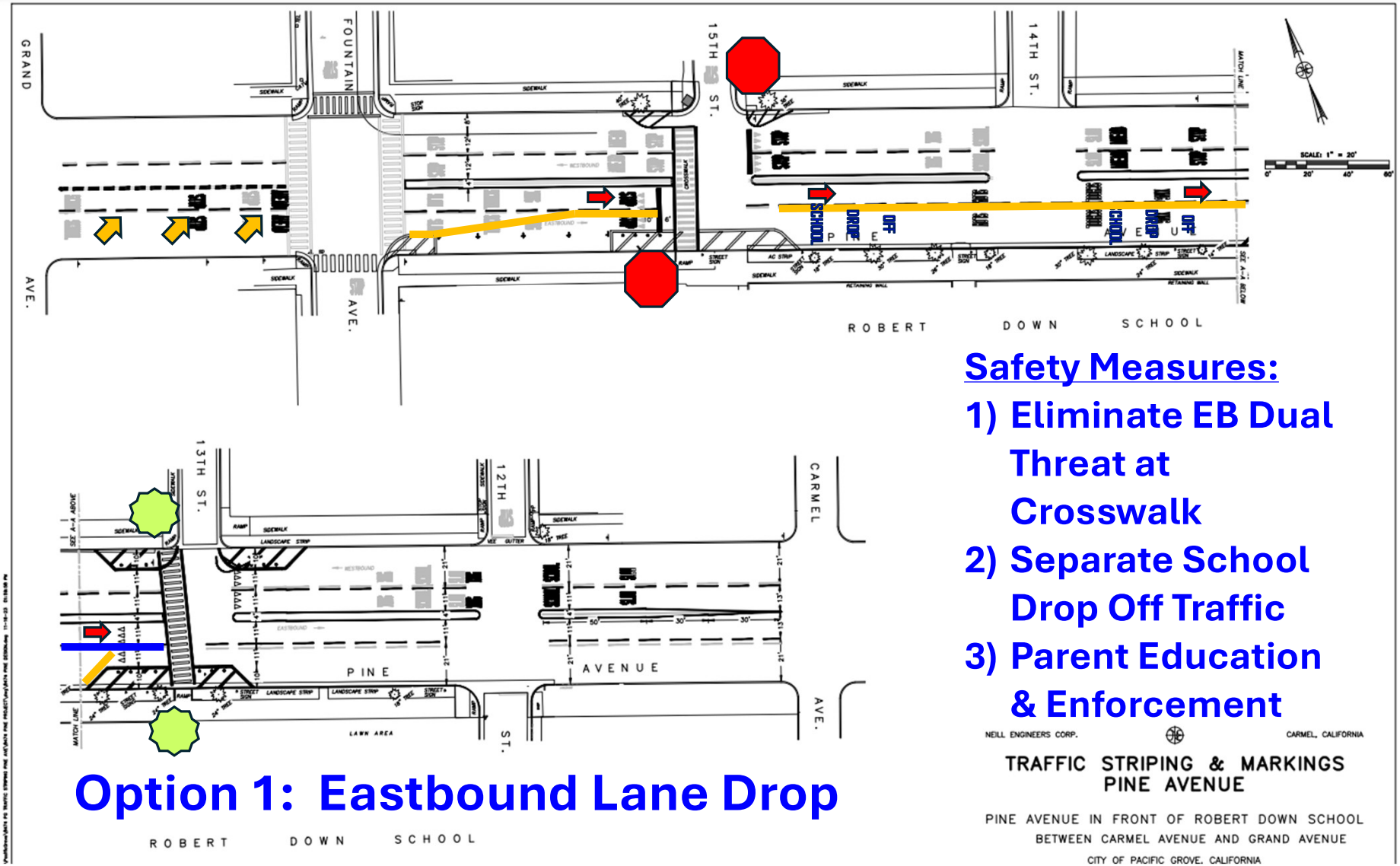
FINANCIAL IMPACT:

There is no fiscal impact by receiving this report. When a plan is approved, based on design, engineering and features, a Capital Improvement Project may have to be developed.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Option 1
Option 2



Safety Measures:

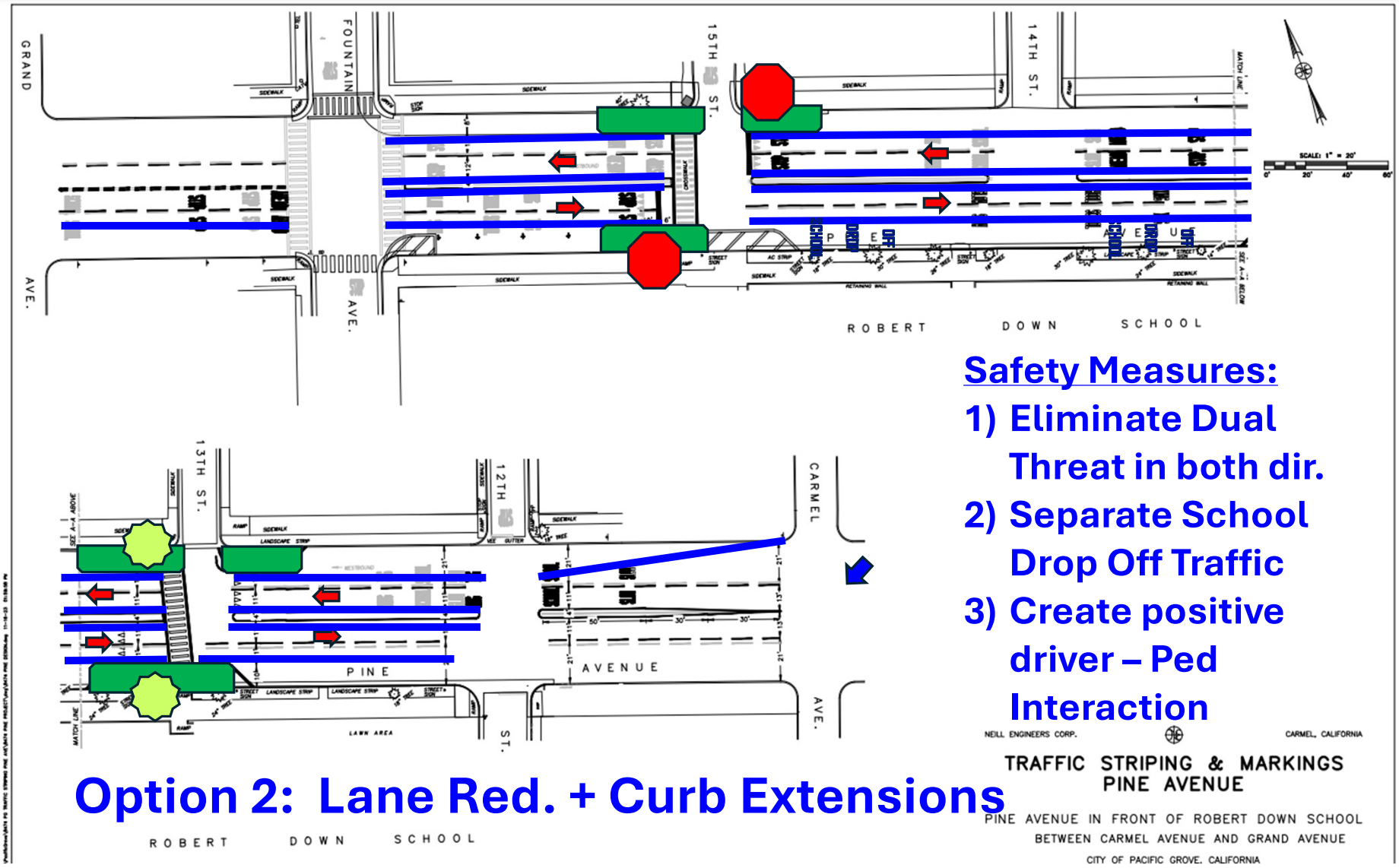
1) Eliminate EB Dual Threat at Crosswalk
2) Separate School Drop Off Traffic
3) Parent Education & Enforcement

NEILL ENGINEERS CORP. CARMEL, CALIFORNIA

TRAFFIC STRIPING & MARKINGS
PINE AVENUE

PINE AVENUE IN FRONT OF ROBERT DOWN SCHOOL
BETWEEN CARMEL AVENUE AND GRAND AVENUE
CITY OF PACIFIC GROVE, CALIFORNIA

Option 1: Eastbound Lane Drop



Safety Measures:

1) Eliminate Dual Threat in both dir.
2) Separate School Drop Off Traffic
3) Create positive driver – Ped Interaction

Option 2: Lane Red. + Curb Extensions

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: September 18, 2024

SUBJECT: Lighthouse Avenue Sidewalk Widening Project

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

RECOMMENDATION

1. Authorize the City manager to enter into an agreement with Silcon Constructors Inc. for the Lighthouse Avenue Widening Project in an amount not to exceed $242,360.53 plus a 25% contingency
2. Alternatively, discuss and take other action related to this item

DISCUSSION

In June of 2020, the City Council ratified emergency measures taken by the City Manager to streamline the processes through which businesses could offer outside dining ("parklets"). By August 1, 2020, approximately 11 restaurants were operating parklets on City property under the temporary rules established by the local emergency. In 2021 and 2022, the City Council adopted an ordinance with one-year sunset provisions that clarified the scope and effect of the temporary Parklet Program and Outside Dining rules.

At the March 22, 2023, meeting the City Council adopted Ord. 23-004, which expands the encroachment permit process to allow parklets in the public right-of-way.

With the adoption of Ord. 23-004, parklets are now authorized through an annual, temporary encroachment permit. Issuing an annual encroachment permit allows the parklets to remain temporary and revocable if the conditions noted on the encroachment permit are not met. At that same meeting, the City Council also formed a subcommittee, consisting of Councilmembers Beck, Coletti and McDonnell. Since late October 2023, Councilmember Beck has recused herself from participation in the parklet subcommittee. The subcommittee continued its efforts and developed the Lighthouse Avenue Sidewalk Widening Project.

The intent of the parklet subcommittee was to address the numerous inquiries and concerns related to the three parklets at Lighthouse Ave and Fountain Ave and to devise methods to best address the safety concerns and potential conflicts between pedestrians and vehicles created by the parklets on this block. With increased visibility and safety front of mind, the subcommittee, in consultation with the City's contracted Traffic Engineer, recommended extending the sidewalk where the parklets currently exist.

City Staff, in conjunction with the members of the subcommittee, presented a rendering and options to the City Council at their February 21, 2024 meeting. At the meeting, Council authorized the City Manager to finalize plans and prepare a Call for Bids for the Lighthouse Avenue Sidewalk Widening Project. At the City Council's June 19, 2024 meeting, Staff presented the final plans and bidding package to the City Council and Council authorized the release of the call for bids.

On August 9, 2024, the City received 3 bids for the construction of the Lighthouse Avenue Sidewalk Widening Project.

Firms	**Bids**
Silcon Constructors Inc.	$242,360.53
Monterey Peninsula Engineering	$419,075.00
Vanguard Construction	$442,107.00

City staff presented the bids to the Council at their September 4, 2024, meeting and requested that the Council authorize the City manager to prepare a budget amendment to allocate funding for the construction of the Lighthouse Avenue Sidewalk Widening Project. If the City Council authorizes an agreement with Silcon Constructors, City staff will begin discussions with the business owners, Wild Fish, Victorian Corner, and Rudolpho's, along with the contractor, to develop a schedule that meets the needs of all involved parties. City staff will then relay that schedule to the City Council at a future meeting.

If approved, the City will harness the standard construction agreement template approved by the California Joint Powers Insurance Authority (CJPIA) and the City Attorney.

OPTIONS

Do not authorize the execution of a contract for the Construction of the Lighthouse Avenue Sidewalk Widening project

FINANCIAL IMPACT:

As part of the FY23/24 Capital Improvement Plan (CIP), the City Council allocated $50,000 for the Design of Lighthouse Avenue Sidewalk Widening Project (CIP24-06). This was harnessed to develop the plans, specifications and bidding package.

The recommendation in this report authorizes an agreement with Silcon Constructors Inc. for the Lighthouse Avenue Widening Project in an amount not to exceed $242,360.53 plus a 25% contingency.

A first read of an Ordinance to allocated funding in Fiscal Year 2024/25 for the construction of the Lighthouse Avenue Sidewalk Widening Project was incorporated in a previous agenda item at this meeting (September 18, 2024). If this budget amendment was approved, funding would be allocated to the Capital Improvement Program for this construction contract.

FOCUSED PRIORITY AREA: Infrastructure

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Alyssa Kroeger, Housing Program Manager
MEETING DATE:	September 18, 2024
SUBJECT:	Second Amendment to Professional Services Agreement (PSA) with Rincon Consultants, Inc. for the Sixth Cycle Housing Element Update (HEU)
CEQA:	Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve motion to authorize the Mayor to execute the Second Amendment to Professional Services Agreement with Rincon Consultants for the Sixth Cycle Housing Element Update (HEU) and associated Zoning Code, Land Use Element, and Health and Safety Element Updates and Program Environmental Impact Report (EIR) ("Project"), adding an amount not to exceed $157,699.00 to complete the following:

1. Cover out-of-scope work associated with alternative housing sites and methods to replace three (3) Unclassified sites for the 6th Cycle HEU ($134,209.00); and
2. Provide optional task funding to cover additional work only to be utilized in the event the City receives substantive comments from HCD ($23,490.00). (Attachment A)

DISCUSSION

The City has contracted with Rincon Consultants, Inc. for the preparation of a Focused General Plan Update (FGPU) which includes the 6th Cycle Housing Element Update, Land Use Element Update, Health and Safety Element Update, Zoning Code and map amendments, and a Program Environmental Impact Report (EIR) (collectively the "Project"). Work is currently underway and expected to be complete by late summer 2025.

The First Amendment to the Rincon Professional Services Agreement ("PSA") for the Sixth Cycle Housing Element and associated Zoning Code and General Plan amendments and Program EIR was approved by City Council on December 20, 2023, which brought the total contract amount to $1,180,626.20.

On February 21, 2024, in response to comments raised by the State Department of Housing and Community Development (HCD) in their January 31, 2024, formal comment letter, staff brought a discussion item to the Council regarding three "Unclassified" sites that were included in the proposed Housing Sites Inventory of the first submissions of the Draft Housing Element (DHE). Sites zoned "Unclassified" ("U") do not allow for residential uses and may only be rezoned by a vote of the people. At that meeting, Council directed staff to find alternative sites or other methods to achieve the City's

Regional Housing Needs Allocation (RHNA) capacity in place of the three "Unclassified" sites. Because the Rincon contract included an assumption that the Housing Sites Inventory was stable, the additional work to identify alternative sites or other methods to achieve the City's RHNA allocation was out-of-scope.

On February 22, 2024, Rincon provided a rough estimate of tasks associated with finding alternative sites and methods to achieve RHNA capacity. Rincon proposed moving funds from other tasks within the existing contract to cover the out-of-scope housing sites work so that work on the Draft Housing Element could continue uninterrupted, with the understanding that a contract budget amendment would be necessary at a later date.

On March 8, 2024, the City issued a Notice to Proceed to allow the out-of-scope alternative sites and methods work to begin. As part of the FY24/25 budget process, staff included $50,000 in the Community Development Department funding to be used toward the Rincon out-of-scope alternative sites and methods work.

On August 13, 2024, Rincon provided a full cost estimate that included the out-of-scope work associated with changes to the housing sites inventory, revisions to work that was already underway or completed on the EIR, and an optional task in the event that the City receives additional substantive comments from HCD on the upcoming fall 2024 resubmittal.

On August 26, 2024, Rincon submitted a revised timeline, and the City issued a Notice to Proceed, authorizing Rincon to continue work on the tasks outlined in Exhibit A-2 of the draft amendments (Attachments A and B). These tasks include Task 1.6 (Housing Element Project Management), Task 1.8 (Housing Element Updates), and Task 3.3 (Project Description). This step ensures that the project remains on track with the current timeline targets, pending the Council’s approval of the Second Amendment.

While it is fairly common practice to have work on a project and the associated environmental analysis run concurrently, this is typically only after the “Project Description” has been finalized. Due to an aggressive project schedule to achieve Project completion (certified EIR and HEU) by end of 2024, work began on the EIR before the City received formal comments from HCD and Council's February 21, 2024, direction to find alternative sites/methods.

Now that the City has amended the housing sites inventory to address HCD's comments regarding the rezoning of the Unclassified sites, the EIR project description must be revised, which will have rippling effect through the environmental analysis that has already been performed. The total cost estimate for the out-of-scope work is $134,209. The optional task (Task 1.9) for an additional round of substantive HCD comments and review is $23,490.

This optional task is specifically to allow for timely completion of any subsequent revisions to address any possible substantial comments from HCD that may arise after the second submittal of the revised Housing Element. With a revised Site Inventory, the Housing Element Team anticipates a need to review and respond to additional comments from HCD and make associated revisions to the draft for public review before receiving a certificate of substantial compliance. In this event, it is crucial for the Housing Element Team to continue working on these efforts without any unnecessary delays by including the optional Task 1.9 budget item to be used in the event it becomes necessary, contingent on HCD’s response to the second draft submission.

Staff recommends Council include the additional task amount in the contract and budget amendment so that work can continue in earnest should HCD provide further comments on the upcoming resubmittal.

The total second contract amendment would be $157,699.00, and the total budget amendment would be $107,699.00 ($157,699.00 minus $50,000 already budgeted in CDD's FY2425 budget). This would bring the full Rincon contract amount to $1,338,325.20.

Summary of Second Amendment to the Rincon HEU PSA

This second amendment to the contract includes the following provisions:

1. Increase the contract dollar amount to $1,338,325.20, including the out-of-scope work of $134,209.00 and the optional task (Task 1.9) amount of $23,490.00 (*only to be used if the City receives additional substantive HCD comments that require further revisions of the Draft Housing Element*).
2. Add the out-of-scope tasks (Task 1.7 and Task 1.8) to the scope of work.
3. Extend the contract timeframe to December 31, 2025.

As an alternative, staff have also included a version of the amended contract that does not include the optional task to cover responses/revisions due to additional HCD comments (Attachment B). If the City does receive additional HCD comments, work on the Project would be paused at that time and staff would return to Council for another contract and budget amendment. This would further delay completion of the Project and final certification of the City's Housing Element. Should Council decide not to include the additional task for HCD comments, the total second contract amendment would be $134,209.00, and the total budget amendment would be $84,209.00.

OPTIONS

1. Approve motion to authorize the Mayor to execute Second Amendment to HEU Professional Services Agreement with Rincon Consultants, Inc., adding an amount not to exceed $157,669.20 to the Agreement (Attachment A); or
2. Approve motion to authorize the Mayor to execute Second Amendment to HEU Professional Services Agreement with Rincon Consultants, Inc., adding an amount not to exceed $134,209.00 and not to include the optional task funding (Attachment B); or
3. Provide alternative direction to the City Manager.

FINANCIAL IMPACT:

1. Approval of the Second Amendment with the optional task would require an appropriation of $107,699.00 from the General Fund. This amount is included in the City-wide budget amendment that is included in Item 11A on this agenda.
2. Approval of the Second Amendment without the optional task would require an appropriation of $84,209.00 from the General Fund.

FOCUSED PRIORITY AREA: Affordable Housing

Attachments

A. DRAFT Second Amendment to Rincon HE PSA with Optional Task 1.9 (staff recommendation)

B. DRAFT Second Amendment to Rincon HE PSA without Optional Task 1.9

C. Professional Services Agreement with Rincon dated April 1, 2023

D. First Amendment to Professional Services Agreement with Rincon Consultants dated December 20, 2023

This **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**, (this "**Amendment**") is made and effective as of September ___, 2024 (the "**Effective Date**") by and between the **CITY OF PACIFIC GROVE**, a municipal corporation (hereinafter "**City**") and **RINCON CONSULTANTS** (hereinafter "**Consultant**" or "**Rincon**"). City and Consultant are sometimes referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

The following Recitals are a substantive part of this Agreement:

A. City and Consultant entered into the Professional Services Agreement dated effective as of April 1, 2023 in connection with the City's Housing Element (the "**PSA**").

B. City and Consultant entered into the First Amendment to the PSA dated effective as of December 20, 2023 (the "**First Amendment**") to add additional services to the Scope of Work and related increases to the fee to be paid to Consultant for the additional work. The PSA and the First Amendment are referred to collectively herein as the "**Agreement**". Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

C. City and Consultant desire to enter into a Second Amendment to the Agreement to extend the Term, and add additional services to the Scope of Work and related increases to the fee to be paid to Consultant for the additional work.

In consideration of the mutual promises contained herein, the Parties hereto agree as follows:

Section 1. Term

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

> "This Agreement shall commence on April 1, 2023 and shall remain and continue in effect until the tasks described herein are completed, but in no event later than December 31, ~~2024~~2025, unless sooner terminated pursuant to the provisions of this Agreement. In the event that unforeseen circumstances require additional time for the completion of the Services (as defined below) upon written approval of the City Manager, this Agreement may be extended by a period of up to six (6) months."

Section 2. Scope of Work

Section 2 of the Agreement is amended to provide that in addition to the Services to be provided by Consultant under the Agreement, the Services shall also include the services described in the "**2nd Amendment Additional Services**" described in Exhibit A-2 which is attached hereto and incorporated herein by this reference as though set forth in full.

In addition, at the City's option, the 2nd Amendment Additional Services may include optional task (**Task 1.9)**. This optional task is specifically for addressing substantial comments from the California Department of Housing and Community Development (HCD) that may arise after the

second submittal of the revised Housing Element. The City Manager, or designee, may authorize Consultant to perform optional Task 1.9 by issuing a written notice to proceed.

Section 3. Payment

Section 5 of the Agreement is amended to revise the not to exceed amount in Section 5.a. to be One Million Three Hundred Fourteen Thousand Eight Hundred Thirty Five Dollars and 20/100 ($1,314,835.20). If the City elects to have Consultant perform additional Task 1.9 the not to exceed amount shall be increased by Twenty Three Thousand Four Hundred Ninety Dollars and 00/100 ($23,490.00) to a total not to exceed amount of One Million Three Hundred Thirty Eight Thousand Three Hundred Twenty Five Dollars and 20/100 ($1,338,325.20).

Section 4. Remaining Terms in Effect

Except as modified herein, all other terms set forth in the Agreement shall remain in full force and effect.

In Witness Whereof, City and Consultant have executed this Amendment as of the Effective Date.

City of Pacific Grove	**Rincon Consultants, Inc.**
By:_____	By:_____
Bill Peake	Richard Daulton
Mayor	Executive Vice President
Date: _____	Date: _____

Approved as to Form:

_____
Brian Pierik, Esq.
City Attorney

Date:_____

EXHIBIT A-2

Task 1 Housing Element[1]

Task 1.6 Housing Element Project Management [AMENDED]

This task (identified as Task 2.6 in the PSA) includes coordination with the City and internal project team, project oversight, budget and schedule management, and attendance of bi-weekly meetings associated with the Housing Element work effort. The previously authorized budget for this task included attendance by Consultant Community Planning Staff at approximately 26 joint bi-weekly meetings including both the Consultant Community Planning and EIR staff, and the City project team, and was based on an estimated timeline for project completion. The estimated timeline from the original contract assumed the preparation of a final Housing Element and City Council adoption between the months of February to May 2024. Due to the need for revisions to the Site Inventory, the project schedule was extended by approximately six months, with the preparation of a final Housing Element now estimated in December 2024. Therefore, we are requesting an additional budget to continue to manage the Housing Element over the extended timeline. This will include an additional attendance by three Consultant Community Planning Staff at 12 joint bi- weekly meetings and additional time for Project Manager general coordination, calls, project oversight, and management.

Task 1.7 Revised Site Inventory Strategy [NEW TASK]

This task includes work already completed out of scope to identify and facilitate staff review and recommendations and ultimately achieve Planning Commission and City Council approval of the new options for the Site Inventory as authorized in the Notice to Proceed on February 29, 2024.

Upon receiving authorization from staff, Consultant identified additional sites, areas to be rezoned, and other strategies to make up the unit shortfall caused by the removal of the unclassified sites to meet the City's Regional Housing Needs Allocation and required Site Inventory buffer. Consultant also prepared for and presented at two hearings: a Planning Commission Hearing on June 13, 2024, and a City Council Hearing on July 17, 2024. Consultant's work to prepare for the hearings included developing presentations, agenda attachments, and recusal maps/analyses for the Planning Commission and City Council. Consultant also met with City staff to coordinate and strategize for these additional hearings.

Task 1.8 Updated Site Inventory Housing Element Revisions [NEW TASK]

Additional work is required to incorporate the updated Sites Inventory strategy completed in Task 1.7 in the Housing Element. The following describes the revisions and additional work required.

The PSA scope of work and Task 1.8 assume that following submission to HCD, the 60-day review period will culminate with a certification of substantial compliance from HCD. If additional substantial revisions and re-submittal to HCD is required, an optional scope of work and related budget request is included in Task 1.9.

Housing Resources

The Housing Resources chapter of the Housing Element includes the Site Inventory as well as the analysis to support the identified sites and assumptions. This includes, but is not limited to, a realistic capacity analysis and nonvacant sites analysis. With the inclusion of new sites and strategies, the Housing Resources chapter will require edits summarizing the new sites and unit numbers, as well as revisions to the realistic capacity and nonvacant sites analysis to support the new identified sites. The current draft Housing Resources chapter is based on the previous version of the Site Inventory. Consultant will update the Housing Resources section based on the new Sites Inventory.

[1] The Services identified in the PSA are considered Task 1.

Affirmatively Furthering Fair Housing (AFFH)

The AFFH analysis includes a Site Inventory component that looks at the distribution of sites in the city by census tract. The current draft AFFH analysis is based on the previous version of the Site Inventory. Consultant will update the AFFH analysis based on the new Site Inventory. This includes additional GIS work to revise maps and conduct the Site AFFH analysis.

Housing Goals, Objectives, and Policies

The Housing Action Plan chapter of the Housing Element includes goals, objectives, and policies. The chapter also includes programs that commit the City to providing adequate sites and implementing rezoning strategies (Program 5 specifically). The current draft Housing Action Plan chapter is based on the previous version of the Site Inventory. Rincon will update the Housing Action Plan based on the new Site Inventory.

Draft Housing Element/HCD Review

With a revised Site Inventory, we anticipate that there may be a need to review and respond to additional public comments as a result of the new Site Inventory strategy. In addition, we anticipate that HCD may have additional comments on the Site Inventory components of the Housing Element, specifically the Housing Resources chapter that will need to be addressed. This task includes additional work to respond to public comments and HCD comments as a result of the updated Sites Inventory and resulting changes to the Housing Element.

Task 1.9 Additional HCD Review and Submittal [OPTIONAL]

This optional task is included in the event that if after the second submittal to HCD and their 60-day review period, the HCD review letter includes substantial comments that necessitate further revisions and a third submittal. If the City authorizes Consultant to provide the services under this Task 1.9, Consultant will address all HCD-issued comments, communicate with HCD, and facilitate the review of the revisions via revised pages in the Housing Element for one additional round of public review and review by HCD. All revisions will be shown as tracked changes. The deliverables under this task will be a revised public review draft and response to any public comments received, a revised HCD Review Draft of the Housing Element. Task 1.9 also accounts for additional project management hours including seven bi-weekly meetings, and two meetings with HCD to discuss their comments. Task 1.9 assumes that no additional public hearings will be required prior to resubmittal to HCD.

Task 3 Environmental Impact Report

Task 3.3 Project Description [AMENDED]

The EIR Project Description was drafted and reviewed by the City in February 2024. The current draft is based on the previous version of the Site Inventory, which included the Unclassified sites. Consultant's scope of work assumed no changes to the Site Inventory or buildout, as well as only one round of City review. Based on the Site Inventory updates, additional budget is required to revise the draft Project Description for the EIR, including updates to figures and tables, as well as to address one additional round of City review.

Task 3.6 Administrative Draft EIR [AMENDED]

The existing conditions analysis for environmental topics in the CEQA Guidelines Appendix G checklist had previously been started ahead of City Council direction to find alternative options for the Site Inventory. The existing conditions analysis was based on the previous version of the Site Inventory. Therefore, Consultant is requesting additional budget for revisions to maps and existing conditions discussions based on Site Inventory updates. Additional budget is also included to take site photographs of the new sites in the updated Site Inventory to include in the Aesthetics chapter of the EIR.

The transportation analysis was previously started before the Site Inventory updates. Therefore, additional budget is requested for sub-consultant Kimley-Horn to update the transportation modeling according to the

Site Inventory updates. This task is also amended to include scope for Kimley-Horn to complete an update of the City VMT Policy, including additional coordination calls with City staff and preparation and attendance for the City Planning Commission and City Council meetings.

Task 3.15 EIR Project Management and Coordination [AMENDED]

This task in the Agreement scope of work includes coordination with the City and internal project team, project oversight, budget and schedule management, and attendance of bi-weekly meetings associated with the EIR work effort. The previously authorized budget for this task included attendance by Consultant EIR Staff at approximately 26 joint bi- weekly meetings with Consultant Community Planning staff and City staff and was based on an estimated timeline for project completion through May 2024.

Although the EIR tasks were placed on hold following City Council direction in February, Consultant's EIR project management team was requested to attend several unanticipated conference calls, including calls related to the City's VMT Policy Update, and calls related to coordination of the Climate Change Vulnerability Assessment. Additional time is also necessary to capture additional coordination and meetings related to the revised Sites Inventory and restart the EIR analysis.

Assumptions

This scope of work incorporates the following assumptions:

- Task 1.8 Updated Site Inventory Housing Element Revisions assumes there will not be significant revisions to the Site Inventory beyond those recommended by the Planning Commission and City Council in June and July 2024. Minor changes based on HCD review could be accommodated, assuming they will not require new rezoning options.
- The EIR project description assumes there would be no additional rezoning strategies needed for the Site Inventory outside of those identified at the July 17th City Council hearing. Alternative options can be included in the Alternatives section and approved if needed based on HCD review.

Estimated Timeline

The project schedule has been updated with the assumption that we have achieved a stable Sites Inventory. Timelines for review have been estimated based on preliminary discussions with City staff. Rincon will continue to provide regular updates during our biweekly check ins with staff and as part of our ongoing monthly progress reporting to ensure we continue to communicate any risks to the project schedule.

Task	Timeframe	Anticipated Dates
Housing Element Tasks and Timeline		
Housing Element HCD Revisions and Site Inventory Updates	5 weeks	August 27 - September 23, 2024
City Review Housing Element	3 weeks	September 23 – October 14, 2024
Screencheck Housing Element	2 weeks	October 15 - October 29, 2024
City Review Screencheck Housing Element	1 week	October 29 – November 4, 2024
Public Review Housing Element and Review Comments	1 week	November 5 – November 12, 2024
Response to Comments and Preparation of HCD Submittal, Submit to HCD	1 week	November 12 – November 19, 2024
HCD Review	60 days	November 19 – January 17, 2025
HCD Comment Letter Responses and Necessary Revisions	4 weeks	January 17 – February 14, 2025
Task 1.9 (Optional)		
Housing Element HCD Revisions	8 weeks	January 17 – March 14, 2025
City Review Housing Element	3 weeks	March 14 – April 4, 2025
Screencheck Housing Element	2 weeks	April 4 – April 18, 2025
City Review Screencheck Housing Element	1 week	April 18 – April 25, 2025
Public Review Housing Element and Review Comments	1 week	April 28 – May 5, 2025
Response to Comments and Preparation of HCD Submittal, Submit to HCD	1 week	May 5 – May 12, 2025
HCD Review	60 days	May 12 – July 10, 2025
HCD Comment Letter Responses and Necessary Revisions	3 weeks	July 10 – July 31, 2025
City Review and Updates for Adoption Hearings[1]	--	Summer 2025
Land Use, Safety Element, and Zoning Ordinance Updates Task and Timeline		
Administrative Draft Climate Change Vulnerability Assessment	--	August 13, 2024
City Review Climate Change Vulnerability Assessment	2 weeks	August 13 – August 30, 2024
Finalize Climate Change Vulnerability Assessment	2 weeks	August 30 – September 13, 2024
Administrative Draft Accessibility & Evacuation Analysis Memo	4 weeks from build out	September 6 – October 4, 2024
City Review Accessibility & Evacuation Analysis Memo	3 weeks	October 4 – October 25, 2024
Finalize Accessibility & Evacuation Analysis Memo	1 week	October 25 – November 1, 2024
Administrative Draft Land Use, Safety Element, and Zoning Amendment Updates[2]	12 weeks	August 27 – November 12, 2024

City Review Administrative Draft Land Use, Safety Element, and Zoning Amendment Updates	4 weeks	November 12 - December 6, 2024
Screencheck Draft Land Use, Safety Element, and Zoning Amendment Updates[3]	5 weeks	December 6 – January 10, 2024
City Review Screencheck Draft Land Use, Safety Element, and Zoning Amendment Updates	1 weeks	January 10 – January 17, 2025
Public Review Draft Land Use, Safety Element, and Zoning Amendment Updates[4]	2 weeks	January 20, 2025

1. After receiving HCD's second comment letter, a strategy and more detailed schedule will be prepared to get the Housing Element ready for adoption hearings.
2. Some pieces might be ready earlier for City review.
3. Timeline includes consideration of City holidays.
4. After public review a more detailed schedule will be prepared to respond to public input and get the General Plan Elements and Zoning Ordinance Amendments ready for adoption hearings.

Task	Timeframe	Anticipated Dates
EIR Tasks and Timeline		
Project Description	4 weeks (from Amendment Request Approval)	September 6, 2024
City Review Project Description[1]	2 weeks	September 6 - September 24, 2024
Finalize Project Description[2]	1 week	September 24 – October 2, 2024
AB 52 and SB 18 Consultation Assistance	-	August - November 2024
Administrative Draft EIR	10 weeks (from Amendment Request Approval)	November 29, 2024
City Review Administrative Draft EIR	4 weeks	November 29 – January 3, 2025
Screencheck EIR	3 weeks	January 3 – January 24, 2025
City Review Screencheck EIR	4 weeks	January 24 – February 21, 2025
Public Draft EIR	4 weeks	February 21 – March 21, 2025
Public Comment Period	45 Days	March 21 – May 5, 2025
Responses to Comments and Administrative Final EIR	4 weeks	May 5, 2025 – June 2, 2025
City Review Responses to Comments and Administrative Final EIR	3 weeks	June 2 – June 23, 2025
Mitigation Monitoring and Reporting Program (MMRP)	1 week	June 10 – June 17, 2025
Final EIR	3 weeks (from City review)	June 23 – July 14, 2025
CEQA Findings, Statement of Overriding Considerations, and Resolution	Concurrent with Final EIR	June 23 – July 14, 2025
City Review Findings/SOC/Resolution	2 weeks	July 14– July 28, 2025
Finalize CEQA Findings, Statement of Overriding Considerations, and Resolution	2 weeks	July 28 – August 11, 2025

Planning Commission Hearings (2)	-	Summer 2025
City Council Hearings (2)	-	Summer 2025

1. "City review" assumes simultaneous review by all City reviewers and outside legal counsel; comments will be consolidated, and conflicting direction resolved by staff before sending to Rincon.
2. Maximum buildout must be finalized at this time.

EXHIBIT B

FEE SCHEDULE

Consultant shall be paid an additional amount of One Hundred Thirty Four Thousand Two Hundred Nine Dollars and 00/100 (**$134,209.00**) to complete the 2nd Amendment Additional Services. If the City authorizes Consultant to perform the services under optional Task 1.9 Consultant shall be paid an additional Twenty Three Thousand Four Hundred Ninety Dollars and 00/100 **($23,490.00)** which would result in a total cost of One Hundred Fifty Seven Thousand Six Hundred Ninety Nine Dollars and 00/100 (**$157,699.00**) for the 2nd Amendment Additional Services if Task 1.9 is authorized. A breakdown of costs by task is summarized in the table on the next page. Costs have been allocated to tasks based on out-of-scope work completed in accordance with the Notice to Proceed, as well as Consultant's proposed approach for remaining out-of-scope work to be completed. Consultant may reallocate costs among tasks and/or direct costs as circumstances warrant, provided that such adjustments maintain the total price within its authorized amount. All services will be provided on a time and expense reimbursement basis and will be billed in accordance with the standard fee schedule for professional services.

RINCON CONSULTANTS, INC.

23-14477 Pacific Grove Housing Element Update

Cost Estimate

	Labor Budget	Direct Expenses	Total Budget
Contract Amendment 2			
Task 1.6 Housing Element Project Management	13,350.00	0.00	13,350.00
Task 1.7 Sites Inventory Strategy	55,173.50	0.00	55,173.50
Task 1.8 Housing Element Updates	23,100.00	0.00	23,100.00
Task 3.3 Project Description	8,718.00	0.00	8,718.00
Task 3.6 Administrative Draft EIR	10,395.00	20.10	10,415.10
Task 3.15 EIR Project Management and Coordination	3,135.00	0.00	3,135.00
Kimley Horn			
VMT Policy	0.00	7,511.00	7,511.00
Housing Element LU Traffic Modeling	0.00	12,806.40	12,806.40
Optional Tasks			
Task 1.9 Additional HCD Review and Submittal	23,490.00	0.00	23,490.00
Project Total	**113,871.50**	**20,337.50**	**134,209.00**
Project Total with Optional Task	**137,361.50**	**20,337.50**	**157,699.00**

This **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**, (this "**Amendment**") is made and effective as of September ___, 2024 (the "**Effective Date**") by and between the **CITY OF PACIFIC GROVE**, a municipal corporation (hereinafter "**City**") and **RINCON CONSULTANTS** (hereinafter "**Consultant**" or "**Rincon**"). City and Consultant are sometimes referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

The following Recitals are a substantive part of this Agreement:

A. City and Consultant entered into the Professional Services Agreement dated effective as of April 1, 2023 in connection with the City's Housing Element (the "**PSA**").

B. City and Consultant entered into the First Amendment to the PSA dated effective as of December 20, 2023 (the "**First Amendment**") to add additional services to the Scope of Work and related increases to the fee to be paid to Consultant for the additional work. The PSA and the First Amendment are referred to collectively herein as the "**Agreement**". Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

C. City and Consultant desire to enter into a Second Amendment to the Agreement to extend the Term, and add additional services to the Scope of Work and related increases to the fee to be paid to Consultant for the additional work.

In consideration of the mutual promises contained herein, the Parties hereto agree as follows:

Section 1. Term

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

> "This Agreement shall commence on April 1, 2023 and shall remain and continue in effect until the tasks described herein are completed, but in no event later than December 31, ~~2024~~2025, unless sooner terminated pursuant to the provisions of this Agreement. In the event that unforeseen circumstances require additional time for the completion of the Services (as defined below) upon written approval of the City Manager, this Agreement may be extended by a period of up to six (6) months."

Section 2. Scope of Work

Section 2 of the Agreement is amended to provide that in addition to the Services to be provided by Consultant under the Agreement, the Services shall also include the services described in the "**2nd Amendment Additional Services**" described in Exhibit A-2 which is attached hereto and incorporated herein by this reference as though set forth in full.

Section 3. Payment

Section 5 of the Agreement is amended to revise the not to exceed amount in Section 5.a. to be One Million Three Hundred Fourteen Thousand Eight Hundred Thirty Five and 20/100 dollars ($1,314,835.20).

Section 4. Remaining Terms in Effect

Except as modified herein, all other terms set forth in the Agreement shall remain in full force and effect.

In Witness Whereof, City and Consultant have executed this Amendment as of the Effective Date.

City of Pacific Grove	**Rincon Consultants, Inc.**
By:_____	By:_____
Bill Peake	Richard Daulton
Mayor	Executive Vice President
Date: _____	Date: _____

Approved as to Form:

_____
Brian Pierik, Esq.
City Attorney

Date:_____

EXHIBIT A-2

Task 1 Housing Element[1]

Task 1.6 Housing Element Project Management [AMENDED]

This task (identified as Task 2.6 in the PSA) includes coordination with the City and internal project team, project oversight, budget and schedule management, and attendance of bi-weekly meetings associated with the Housing Element work effort. The previously authorized budget for this task included attendance by Consultant Community Planning Staff at approximately 26 joint bi-weekly meetings including both the Consultant Community Planning and EIR staff, and the City project team, and was based on an estimated timeline for project completion. The estimated timeline from the original contract assumed the preparation of a final Housing Element and City Council adoption between the months of February to May 2024. Due to the need for revisions to the Site Inventory, the project schedule was extended by approximately six months, with the preparation of a final Housing Element now estimated in December 2024. Therefore, we are requesting an additional budget to continue to manage the Housing Element over the extended timeline. This will include an additional attendance by three Community Planning Consultant staff at 12 joint bi- weekly meetings and additional time for project manager general coordination, calls, project oversight, and management.

Task 1.7 Revised Site Inventory Strategy [NEW TASK]

This task includes work already completed out of scope to identify and facilitate staff review and recommendations and ultimately achieve Planning Commission and City Council approval of the new options for the Site Inventory as authorized in the Notice to Proceed on February 29, 2024.

Upon receiving authorization from staff, Consultant identified additional sites, areas to be rezoned, and other strategies to make up the unit shortfall caused by the removal of the unclassified sites to meet the City's Regional Housing Needs Allocation and required Site Inventory buffer. Consultant also prepared for and presented at two hearings: a Planning Commission Hearing on June 13, 2024, and a City Council Hearing on July 17, 2024. Consultant's work to prepare for the hearings included developing presentations, agenda attachments, and recusal maps/analyses for the Planning Commission and City Council. Consultant also met with City staff to coordinate and strategize for these additional hearings.

Task 1.8 Updated Site Inventory Housing Element Revisions [NEW TASK]

Additional work is required to incorporate the updated Sites Inventory strategy completed in Task 1.7 in the Housing Element. The following describes the revisions and additional work required.

The PSA scope of work and Task 1.8 assume that following submission to HCD, the 60-day review period will culminate with a certification of substantial compliance from HCD. If additional substantial revisions and re-submittal to HCD is required, an additional scope of work and related budget request will be provided to staff for consideration.

Housing Resources

The Housing Resources chapter of the Housing Element includes the Site Inventory as well as the analysis to support the identified sites and assumptions. This includes, but is not limited to, a realistic capacity analysis and nonvacant sites analysis. With the inclusion of new sites and strategies, the Housing Resources chapter will require edits summarizing the new sites and unit numbers, as well as revisions to the realistic capacity and nonvacant sites analysis to support the new identified sites. The current draft Housing Resources chapter is based on the previous version of the Site Inventory. Consultant will update the Housing Resources section based on the new Sites Inventory.

[1] The Services identified in the PSA are considered Task 1.

Affirmatively Furthering Fair Housing (AFFH)

The AFFH analysis includes a Site Inventory component that looks at the distribution of sites in the city by census tract. The current draft AFFH analysis is based on the previous version of the Site Inventory. Consultant will update the AFFH analysis based on the new Site Inventory. This includes additional GIS work to revise maps and conduct the Site AFFH analysis.

Housing Goals, Objectives, and Policies

The Housing Action Plan chapter of the Housing Element includes goals, objectives, and policies. The chapter also includes programs that commit the City to providing adequate sites and implementing rezoning strategies (Program 5 specifically). The current draft Housing Action Plan chapter is based on the previous version of the Site Inventory. Rincon will update the Housing Action Plan based on the new Site Inventory.

Draft Housing Element/HCD Review

With a revised Site Inventory, we anticipate that there may be a need to review and respond to additional public comments as a result of the new Site Inventory strategy. In addition, we anticipate that HCD may have additional comments on the Site Inventory components of the Housing Element, specifically the Housing Resources chapter that will need to be addressed. This task includes additional work to respond to public comments and HCD comments as a result of the updated Sites Inventory and resulting changes to the Housing Element.

Task 3 Environmental Impact Report

Task 3.3 Project Description [AMENDED]

The EIR Project Description was drafted and reviewed by the City in February 2024. The current draft is based on the previous version of the Site Inventory, which included the Unclassified sites. Consultant's scope of work assumed no changes to the Site Inventory or buildout, as well as only one round of City review. Based on the Site Inventory updates, additional budget is required to revise the draft Project Description for the EIR, including updates to figures and tables, as well as to address one additional round of City review.

Task 3.6 Administrative Draft EIR [AMENDED]

The existing conditions analysis for environmental topics in the CEQA Guidelines Appendix G checklist had previously been started ahead of City Council direction to find alternative options for the Site Inventory. The existing conditions analysis was based on the previous version of the Site Inventory. Therefore, Consultant is requesting additional budget for revisions to maps and existing conditions discussions based on Site Inventory updates. Additional budget is also included to take site photographs of the new sites in the updated Site Inventory to include in the Aesthetics chapter of the EIR.

The transportation analysis was previously started before the Site Inventory updates. Therefore, additional budget is requested for sub-consultant Kimley-Horn to update the transportation modeling according to the Site Inventory updates. This task is also amended to include scope for Kimley-Horn to complete an update of the City VMT Policy, including additional coordination calls with City staff and preparation and attendance for the City Planning Commission and City Council meetings.

Task 3.15 EIR Project Management and Coordination [AMENDED]

This task in the Agreement scope of work includes coordination with the City and internal project team, project oversight, budget and schedule management, and attendance of bi-weekly meetings associated with the EIR work effort. The previously authorized budget for this task included attendance by Consultant EIR staff at approximately 26 joint bi- weekly meetings with Consultant Community Planning Staff and City staff and was based on an estimated timeline for project completion through May 2024.

Although the EIR tasks were placed on hold following City Council direction in February, Consultant's EIR project management team was requested to attend several unanticipated conference calls, including calls related to the City's VMT Policy Update, and calls related to coordination of the Climate Change Vulnerability Assessment. Additional time is also necessary to capture additional coordination and meetings related to the revised Sites Inventory and restart the EIR analysis.

Assumptions

This scope of work incorporates the following assumptions:

- Task 1.8 Updated Site Inventory Housing Element Revisions assumes there will not be significant revisions to the Site Inventory beyond those recommended by the Planning Commission and City Council in June and July 2024. Minor changes based on HCD review could be accommodated, assuming they will not require new rezoning options.
- The EIR project description assumes there would be no additional rezoning strategies needed for the Site Inventory outside of those identified at the July 17th City Council hearing. Alternative options can be included in the Alternatives section and approved if needed based on HCD review.

Estimated Timeline

The project schedule has been updated with the assumption that we have achieved a stable Sites Inventory. Timelines for review have been estimated based on preliminary discussions with City staff. Rincon will continue to provide regular updates during our biweekly check ins with staff and as part of our ongoing monthly progress reporting to ensure we continue to communicate any risks to the project schedule.

Task	Timeframe	Anticipated Dates
Housing Element Tasks and Timeline		
Housing Element HCD Revisions and Site Inventory Updates	5 weeks	August 27 - September 23, 2024
City Review Housing Element	3 weeks	September 23 – October 14, 2024
Screencheck Housing Element	2 weeks	October 15 - October 29, 2024
City Review Screencheck Housing Element	1 week	October 29 – November 4, 2024
Public Review Housing Element and Review Comments	1 week	November 5 – November 12, 2024
Response to Comments and Preparation of HCD Submittal, Submit to HCD	1 week	November 12 – November 19, 2024
HCD Review	60 days	November 19 – January 17, 2025
HCD Comment Letter Responses and Necessary Revisions	4 weeks	January 17 – February 14, 2025
City Review and Updates for Adoption Hearings[1]	--	Summer 2025
Land Use, Safety Element, and Zoning Ordinance Updates Task and Timeline		
Administrative Draft Climate Change Vulnerability Assessment	--	August 13, 2024
City Review Climate Change Vulnerability Assessment	2 weeks	August 13 – August 30, 2024
Finalize Climate Change Vulnerability Assessment	2 weeks	August 30 – September 13, 2024
Administrative Draft Accessibility & Evacuation Analysis Memo	4 weeks from build out	September 6 – October 4, 2024
City Review Accessibility & Evacuation Analysis Memo	3 weeks	October 4 – October 25, 2024
Finalize Accessibility & Evacuation Analysis Memo	1 week	October 25 – November 1, 2024
Administrative Draft Land Use, Safety Element, and Zoning Amendment Updates[2]	12 weeks	August 27 – November 12, 2024
City Review Administrative Draft Land Use, Safety Element, and Zoning Amendment Updates	4 weeks	November 12 - December 6, 2024
Screencheck Draft Land Use, Safety Element, and Zoning Amendment Updates[3]	5 weeks	December 6 – January 10, 2024
City Review Screencheck Draft Land Use, Safety Element, and Zoning Amendment Updates	1 weeks	January 10 – January 17, 2025
Public Review Draft Land Use, Safety Element, and Zoning Amendment Updates[4]	2 weeks	January 20, 2025

1. After receiving HCD's second comment letter, a strategy and more detailed schedule will be prepared to get the Housing Element ready for adoption hearings.
2. Some pieces might be ready earlier for City.
3. Timeline includes consideration of City.
4. After public review a more detailed schedule will be prepared to respond to public input and get the General Plan Elements and Zoning Ordinance Amendments ready for adoption hearings.

Task	Timeframe	Anticipated Dates
EIR Tasks and Timeline		
Project Description	4 weeks (from Amendment Request Approval)	September 6, 2024
City Review Project Description[1]	2 weeks	September 6 - September 24, 2024
Finalize Project Description[2]	1 week	September 24 – October 2, 2024
AB 52 and SB 18 Consultation Assistance	-	August - November 2024
Administrative Draft EIR	10 weeks (from Amendment Request Approval)	November 29, 2024
City Review Administrative Draft EIR	4 weeks	November 29 – January 3, 2025
Screencheck EIR	3 weeks	January 3 – January 24, 2025
City Review Screencheck EIR	4 weeks	January 24 – February 21, 2025
Public Draft EIR	4 weeks	February 21 – March 21, 2025
Public Comment Period	45 Days	March 21 – May 5, 2025
Responses to Comments and Administrative Final EIR	4 weeks	May 5, 2025 – June 2, 2025
City Review Responses to Comments and Administrative Final EIR	3 weeks	June 2 – June 23, 2025
Mitigation Monitoring and Reporting Program (MMRP)	1 week	June 10 – June 17, 2025
Final EIR	3 weeks (from City review)	June 23 – July 14, 2025
CEQA Findings, Statement of Overriding Considerations, and Resolution	Concurrent with Final EIR	June 23 – July 14, 2025
City Review Findings/SOC/Resolution	2 weeks	July 14– July 28, 2025
Finalize CEQA Findings, Statement of Overriding Considerations, and Resolution	2 weeks	July 28 – August 11, 2025
Planning Commission Hearings (2)	-	Summer 2025
City Council Hearings (2)	-	Summer 2025

1. "City review" assumes simultaneous review by all City reviewers and outside legal counsel; comments will be consolidated, and conflicting direction resolved by staff before sending to Rincon.
2. Maximum buildout must be finalized at this time.

EXHIBIT B

FEE SCHEDULE

Consultant shall be paid an additional amount of One Hundred Thirty Four Thousand Two Hundred Nine Dollars and 00/100 (**$134,209.00**) to complete the 2nd Amendment Additional Services. A breakdown of costs by task is summarized in the table on the next page. Costs have been allocated to tasks based on out-of-scope work completed in accordance with the Notice to Proceed, as well as Consultant's proposed approach for remaining out-of-scope work to be completed. Consultant may reallocate costs among tasks and/or direct costs as circumstances warrant, provided that such adjustments maintain the total price within its authorized amount. All services will be provided on a time and expense reimbursement basis and will be billed in accordance with the standard fee schedule for professional services.

RINCON CONSULTANTS, INC.

23-14477 Pacific Grove Housing Element Update

Cost Estimate

	Labor Budget	Direct Expenses	Total Budget
Contract Amendment 2			
Task 1.6 Housing Element Project Management	13,350.00	0.00	13,350.00
Task 1.7 Sites Inventory Strategy	55,173.50	0.00	55,173.50
Task 1.8 Housing Element Updates	23,100.00	0.00	23,100.00
Task 3.3 Project Description	8,718.00	0.00	8,718.00
Task 3.6 Administrative Draft EIR	10,395.00	20.10	10,415.10
Task 3.15 EIR Project Management and Coordination	3,135.00	0.00	3,135.00
Kimley Horn			
VMT Policy	0.00	7,511.00	7,511.00
Housing Element LU Traffic Modeling	0.00	12,806.40	12,806.40
Optional Tasks			
Task 1.9 Additional HCD Review and Submittal	23,490.00	0.00	23,490.00
Project Total	**113,871.50**	**20,337.50**	**134,209.00**
Project Total with Optional Task	**137,361.50**	**20,337.50**	**157,699.00**

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

CITY OF PACIFIC GROVE
PROFESSIONAL SERVICES AGREEMENT

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

1. TERM

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

2. SCOPE OF WORK

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

3. PERFORMANCE

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

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

4. CITY MANAGEMENT

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

5. PAYMENT

a. The City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the Payment Schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed $227,918 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs.
Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

c. CONSULTANT shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or the City Council. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time City's written authorization is given to CONSULTANT for the performance of said services.

d. CONSULTANT shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

6. INSPECTION

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

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least thirty (30)

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

8. DEFAULT OF CONSULTANT

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

b. If the City Manager or designee determines CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONSULTANT fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. CONSULTANT shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

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

10. RECORD AUDIT

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

11. INDEMNIFICATION AND DEFENSE

Indemnity

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

Duty to defend

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

12. INSURANCE

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

13. INDEPENDENT CONSULTANT

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

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

14. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

response to discovery requests provided by CONSULTANT. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

18. DISCRIMINATION

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

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, by first class mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

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

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

20. THIRD PARTY BENEFICIARIES

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

21. ASSIGNMENT

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

22. LICENSES

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

23. GOVERNING LAW

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

24. ENTIRE AGREEMENT

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

25. DISPUTE RESOLUTION; ATTORNEY'S FEES

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

26. WORK SCHEDULED/TIME OF COMPLETION

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

28. INTERPRETATION OF CONFLICTING PROVISIONS

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

29. SEVERABILITY

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

CITY OF PACIFIC GROVE

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

Date: 4/5/2023

CONSULTANT

By: DocuSigned by: Richard Daulton 3D7ADA6A0F8E4C6...
Richard Daulton, Principal/Vice President

Date: 4/5/2023

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

Date: 4/6/2023

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

Date: 4/5/2023

Approved As To Form: DocuSigned by: Gregory Rubens 22EB9D6BCF144BF...
City Attorney

4/5/2023
Date

Attachments:

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

EXHIBIT A

SCOPE OF SERVICES

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

2 Housing Element Scope of Work

2.1 Draft 6th Cycle Housing Element Review

2.1.1 Initiation Meeting

[Rincon lead, VTA]

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

Deliverables

- Agenda and Meeting Notes

2.1.2 Review Documents and Strategy for Housing Element Update

[Rincon lead, VTA]

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

Assumptions

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

Deliverables

- Data Request
- Memorandum Strategy for Housing Element Update

2.1.3 Scope/Budget and Schedule Updates

[Rincon lead, VTA]

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

Deliverables

- Scope/Budget and Schedule Updates, as necessary

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

2.2 Housing Element Update

2.2.1 Evaluation of Past Accomplishments

[VTA lead, Rincon]

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

What's New in 6th Cycle

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

Deliverables

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

2.2.2 Housing Needs Assessment and Housing Constraints

[VTA lead, Rincon]

Housing Needs Assessment

VTA will lead the preparation of the Housing Needs Assessment. The Housing Needs Assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements: a) demographics, income, and employment trends; b) household characteristics; c) housing stock characteristics; d) at-risk housing analysis; and analysis of special housing needs. We will utilize a variety of data sources to update the City's Housing Element needs assessment. These include ACS, 2020 Census, Department of Finance population and housing estimates, State Employment Development Department labor statistics, and housing market data, among others.

What's New in 6th Cycle

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Housing Constraints

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

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

What's New in 6th Cycle

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

Assumptions

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

Deliverables

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

2.2.3 Housing Sites

Site Inventory Review

[Rincon lead, VTA]

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

What's New in 6th Cycle

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

Assumptions

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

Sites Working Session

[Rincon lead, VTA]

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

Deliverables

- Agenda and Meeting Notes

Sites Adjustment (Allowance)

[Rincon lead, VTA]

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Deliverables

- Draft Sites Inventory Adjustment
- Final Sites Inventory Adjustment

2.2.4 Housing Resources

[Rincon lead, VTA]

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

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

Assumptions

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

Deliverables

- Administrative Draft Housing Resources Section (word)

2.2.5 Affirmatively Furthering Fair Housing

[Rincon lead, VTA]

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

What's New in 6th Cycle

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

Assumptions

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Deliverables

- Administrative Draft Housing Resources Section (word)

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

Administrative Draft

[VTA lead, Rincon]

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

What's New in 6th Cycle

State laws require the Housing Plan include specific programs:

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

Assumptions

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

Deliverables

- Administrative Draft Housing Plan Section (word)

Programs Working Session

[VTA lead, Rincon]

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

Deliverables

- Agenda and Meeting Notes

2.2.7 Draft Housing Element (2023 – 2031)

[Rincon lead, VTA]

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

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

During HCD's review the Rincon team will work to address all HCD comments. We will communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element will be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This task includes no more than three rounds of HCD review. For purposes of this scope, we have assumed the comments from HCD will not introduce new substantive issues or concerns at each round and that there will have been a description or discussion of the items during previous rounds of review.

What's New in 6th Cycle

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

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

Deliverables

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

2.3 Community Engagement

2.3.1 Record of Engagement

[Rincon]

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

What's New in 6th Cycle?

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Assumptions

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

Deliverables

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

2.3.2 Virtual Stakeholder Interviews (Allowance)

[Rincon]

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

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

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

Assumptions

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

Deliverables

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

2.3.3 Targeted Engagement (Allowance)

[Rincon]

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

Assumptions

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

- City staff will handle all necessary notifications

Deliverables

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

2.3.4 Public Workshop

[Rincon]

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

Assumptions

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

Deliverables

- One, in-person workshop
- Workshop handouts

2.4 GIS Support Services

2.4.1 GIS Support Services Site

[Rincon]

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

Assumptions

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

Deliverables

- Data and Maps included in other tasks

2.4.2 GIS Support Services Engagement

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Assumptions

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

Deliverables

- Maps included in other tasks

2.5 Public Hearings and Study Session

2.5.1 Virtual Study Session

[Rincon lead, VTA]

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

Assumptions

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

Deliverables

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

2.5.2 Public Hearings

[Rincon lead, VTA]

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

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

Assumptions

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

Deliverables

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

2.6 Housing Element Project Management

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

[Rincon lead, VTA]

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

Deliverables

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

EXHIBIT B

PAYMENT SCHEDULE

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

Other provisions or requirements

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

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

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

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

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

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

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the City to inform CONSULTANT of non-

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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

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

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

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

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

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

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City and CONSULTANT may renegotiate CONSULTANT's compensation.

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

EXHIBIT D

REQUEST FOR PROPOSAL

City of Pacific Grove
Request for Proposal (RFP)

to

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

CITY OF PACIFIC GROVE

1. Issue Date: September 16, 2022

Proposal Due Date: December 2, 2022

a) Submit responses to:

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

Community Development Department
300 Forest Avenue

Pacific Grove, California 93950

831-648-3182 or awyatt@cityofpacificgrove.org

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Table of Contents

1. RFP Overview

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

2. Scope of Work and Specifications

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

3. Proposal Submission Requirements

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

4. Proposal Evaluation

5. General Terms

5.1 General Conditions
5.2 Reference Checks
5.3 Changes to RFP

5.4 Submittal Address

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

B. 1. RFP Overview

(1) 1.1 Introduction and Background

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

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

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

Professional Services Agreement 07.19.2022

1.2 Purpose of RFP

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

1.3 Minimum Qualifications

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

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

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

1.4 Schedule of Events

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

Please click the link below to join the

webinar:

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

Or One tap mobile :

US: +16692192599,,89070493682# or

+16699009128,,89070493682# Or Telephone:

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

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

888 788 0099 (Toll Free)

Webinar ID: 890 7049 3682

International numbers available: https://us02web.zoom.us/u/kRN1wrkN2

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

1.5 RFP Coordinator

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

1.6 RFP Amendment and Cancellation

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

information will be posted to the City's website: https://www.cityofpacificgrove.org/our_city/departments/administrative_services/bids rfps/index.php If an amendment is issued, it will be provided to all vendors who have submitted a Letter of Intent to Respond.

1.7 Letter of Intent to Respond *[Optional]*

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

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

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

1.8 Questions Pertaining to the RFP

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

1.9 Public Records Law

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

1.10 Rights to Submitted Materials

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

(1) 1.11 City Agreements and Insurance Requirements

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

2. Scope of Work and Specifications

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

2.2 Environmental Analysis

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

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

2.3 Project Coordination Meetings and Project Management.

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

2.4 Existing General Plan Audit

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

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

2.5 Work Plan

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

2.6 Meeting Schedule and Communication

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

2.7 Deliverables

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

3. Proposal Submission Requirements

3.1 General Instructions

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

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

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

3.2 Proposal Format

Format

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

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

Content

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

Part 1 | Cover Letter

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

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

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

Part 2 | Project Approach, Scope of Work, Timeline and Deliverables

Describe the strategy for achieving the goals and deliverables of the project. Include a detailed scope of work noting applicable deliverables as noted in this RFP. Outline the consultant's proposed approach to

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

Part 3 | Consultant Identification and Team

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

Part 4 | Related Project Examples and References

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

Part 5 | Fee Proposal and Billing Rate Sheet

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

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

3.2.1 Table of Contents

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

3.2.2 Executive Summary

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

3.2.3 Company Information

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

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

3.2.4 Implementation Approach

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

In this section the vendor should address the following:

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

3.2.5 Pricing

BUDGET PROPOSAL

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

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

4. Proposal Evaluations

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

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

5. General Terms and Conditions

5.1 General Conditions

- The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Contractor(s) prior to award and to select and negotiate the Contract services in the best interest of the City.

- The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Contractor.

- The Contractor shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

- The Contractor shall be unbiased and vendor neutral.

- Unless otherwise stated, invoices are to be submitted to the Community Development Department upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions total amount(s) due, and amounts previously paid.

- Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City, and receipt of invoice, whichever is later.

- The contract for the services described in the RFP should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

- Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of nature.

- Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service, e-mailed, or delivered in hand to the parties as stated in the contract.

- Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, proposer's, bidders, or any person or firm responding to a Request for Information.

- The City reserves the right to retain all proposals for a period of 60 days for exam and comparison.

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

- All contracts entered into by the City of Pacific Grove shall be governed by the Laws of the State of California. Any disputes shall be resolved within the venue of the State of California.

- The proposer may submit an alternative proposal or proposals that it believes will also meet the City's project objectives, but in a different way. In this case, the proposed must provide an analysis of the advantages and disadvantages of each of the alternatives, and discuss under that circumstances the City would prefer one alternative to the other(s).

- Any documents resulting from the contract will be the property of the City of Pacific Grove, CA.

- Causes for Disqualification:

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

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

5.2 Reference Checks

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

5.3 Changes to RFP

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

5.4 Submittal Address

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

City of Pacific Grove
Community Development Department

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

C. ATTACHMENT 1

(a) CITY OF PACIFIC GROVE PROFESSIONAL SERVICES AGREEMENT

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

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

1. TERM

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

2. SCOPE OF WORK

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

3. PERFORMANCE

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

[IF RFP ADD: CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

4. CITY MANAGEMENT

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

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

5. PAYMENT

a. The City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the Payment Schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Insert amount] dollars ($ .00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

c. CONSULTANT shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or the City Council. CONSULTANT shall be compensated for any

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

d. CONSULTANT shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

6. INSPECTION

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

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to CONSULTANT the actual value of the Services performed up to the time of termination,

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

provided that the Services performed are of value to the City. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the City pursuant to Section 6.

8. DEFAULT OF CONSULTANT

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

b. If the City Manager or designee determines CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONSULTANT fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

a. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. CONSULTANT shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

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

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

10. RECORD AUDIT

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

11. INDEMNIFICATION AND DEFENSE

(b) Indemnity

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

(c) Duty to defend

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

12. INSURANCE

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

13. INDEPENDENT CONSULTANT

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

14. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

b. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing City of such Discovery. City retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

18. DISCRIMINATION

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

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, by first class mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: [Insert City Employee] City of Pacific Grove 300 Forest Avenue Pacific Grove, CA 93950
Attention: City Clerk

To CONSULTANT:

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

20. THIRD PARTY BENEFICIARIES

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

21. ASSIGNMENT

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

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

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

22. LICENSES

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

23. GOVERNING LAW

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

24. ENTIRE AGREEMENT

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

25. DISPUTE RESOLUTION; ATTORNEY'S FEES

CONSULTANT shall continue to perform under this Agreement during any dispute. CONSULTANT and City hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses.

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

26. WORK SCHEDULED/TIME OF COMPLETION

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

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

28. INTERPRETATION OF CONFLICTING PROVISIONS

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

29. SEVERABILITY

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

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

CITY OF PACIFIC GROVE CONSULTANT

By: By: Department Director Consultant

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Date: Date:

By: By:

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

City Manager or Mayor City Administrative Services Department

Date: Date:

Approved As To Form:

City Attorney

_____

Date

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

(d) EXHIBIT A

SCOPE OF SERVICES

(e) EXHIBIT B

PAYMENT SCHEDULE

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

(f) EXHIBIT C

INSURANCE
REQUIREMENTS

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

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than

$1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

$1,000,000 combined single limit for each accident.

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

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

Such policy or policies shall include the following terms and conditions:

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

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

(g) Other provisions or requirements

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

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

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

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

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

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

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section.

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

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

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

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

(h) EXHIBIT D

REQUEST FOR PROPOSAL

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

(i) EXHIBIT E

CONSULTANT'S PROPOSAL

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

EXHIBIT E

CONSULTANT'S PROPOSAL

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Rincon Consultants, Inc.

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

March 6, 2023

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

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

Dear Ms. Wyatt:

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

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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



Rincon Consultants, Inc.



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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Contents

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

5.1 Cost Estimate Housing Element 20
5.2 Housing Element Fiscal Year Cost Analysis 20
5.3 Focused General Plan Update Fiscal Year Breakdown by Subtask 20
5.4 Focused General Plan Update + Housing Element By Fiscal Year – Summary Tasks 20
5.5 Focused General Plan Update Budget Alternatives 20
5.6 Total Focused General Plan + Housing Element Fee Proposal Amended 21
6 Appendix A – Housing Element Update Data Needs 2

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

1 Housing Element Project Understanding

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

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

What's New in 6th Cycle

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

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

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

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

2 Housing Element Scope of Work

2.1 Draft 6th Cycle Housing Element Review

2.1.1 Initiation Meeting

[Rincon lead, VTA]

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

Deliverables

- Agenda and Meeting Notes

2.1.2 Review Documents and Strategy for Housing Element Update

[Rincon lead, VTA]

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

Assumptions

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

Deliverables

- Data Request
- Memorandum Strategy for Housing Element Update

2.1.3 Scope/Budget and Schedule Updates

[Rincon lead, VTA]

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

Deliverables

- Scope/Budget and Schedule Updates, as necessary

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

2.2 Housing Element Update

2.2.1 Evaluation of Past Accomplishments

[VTA lead, Rincon]

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

What's New in 6th Cycle

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

Deliverables

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

2.2.2 Housing Needs Assessment and Housing Constraints

[VTA lead, Rincon]

Housing Needs Assessment

VTA will lead the preparation of the Housing Needs Assessment. The Housing Needs Assessment will contain the following topics to satisfy Government Code Section 65583(a) requirements: a) demographics, income, and employment trends; b) household characteristics; c) housing stock characteristics; d) at-risk housing analysis; and analysis of special housing needs. We will utilize a variety of data sources to update the City's Housing Element needs assessment. These include ACS, 2020 Census, Department of Finance population and housing estimates, State Employment Development Department labor statistics, and housing market data, among others.

What's New in 6th Cycle

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Housing Constraints

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

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

What's New in 6th Cycle

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

Assumptions

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

Deliverables

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

2.2.3 Housing Sites

Site Inventory Review

[Rincon lead, VTA]

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

What's New in 6th Cycle

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

Assumptions

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

Sites Working Session

[Rincon lead, VTA]

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

Deliverables

- Agenda and Meeting Notes

Sites Adjustment (Allowance)

[Rincon lead, VTA]

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

Deliverables

- Draft Sites Inventory Adjustment

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

- Final Sites Inventory Adjustment

2.2.4 Housing Resources

[Rincon lead, VTA]

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

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

Assumptions

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

Deliverables

- Administrative Draft Housing Resources Section (word)

2.2.5 Affirmatively Furthering Fair Housing

[Rincon lead, VTA]

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

What's New in 6th Cycle

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

Assumptions

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

Deliverables

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

- Administrative Draft Housing Resources Section (word)

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

Administrative Draft

[VTA lead, Rincon]

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

What's New in 6th Cycle

State laws require the Housing Plan include specific programs:

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

Assumptions

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

Deliverables

- Administrative Draft Housing Plan Section (word)

Programs Working Session

[VTA lead, Rincon]

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

Deliverables

- Agenda and Meeting Notes

2.2.7 Draft Housing Element (2023 – 2031)

[Rincon lead, VTA]

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

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

During HCD's review the Rincon team will work to address all HCD comments. We will communicate with HCD and facilitate review of the revisions via revised pages. All revisions made to the Draft Housing Element will be shown as tracked changes. The goal is to secure a Finding of Substantial Compliance on the Draft Element before proceeding to adoption. This task includes no more than three rounds of HCD review. For purposes of this scope, we have assumed the comments from HCD will not introduce new substantive issues or concerns at each round and that there will have been a description or discussion of the items during previous rounds of review.

What's New in 6th Cycle

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

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

Deliverables

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

2.3 Community Engagement

2.3.1 Record of Engagement

[Rincon]

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

What's New in 6th Cycle?

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Assumptions

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

Deliverables

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

2.3.2 Virtual Stakeholder Interviews (Allowance)

[Rincon]

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

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

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

Assumptions

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

Deliverables

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

2.3.3 Targeted Engagement (Allowance)

[Rincon]

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

Assumptions

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

- City staff will handle all necessary notifications

Deliverables

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

2.3.4 Public Workshop

[Rincon]

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

Assumptions

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

Deliverables

- One, in-person workshop
- Workshop handouts

2.4 GIS Support Services

2.4.1 GIS Support Services Site

[Rincon]

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

Assumptions

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

Deliverables

- Data and Maps included in other tasks

2.4.2 GIS Support Services Engagement

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Assumptions

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

Deliverables

- Maps included in other tasks

2.5 Public Hearings and Study Session

2.5.1 Virtual Study Session

[Rincon lead, VTA]

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

Assumptions

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

Deliverables

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

2.5.2 Public Hearings

[Rincon lead, VTA]

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

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

Assumptions

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

Deliverables

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

2.6 Housing Element Project Management

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

[Rincon lead, VTA]

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

Deliverables

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

3 Housing Element Team Organization

3.1 Team Organization

Illustrated below is the composition of our core team members.

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

4 Housing Element Schedule

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

5 Cost Estimate Summary

5.1 Cost Estimate Housing Element

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

5.2 Housing Element Fiscal Year Cost Analysis

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

5.3 Focused General Plan Update Fiscal Year Breakdown by Subtask

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

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

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

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

5.5 Focused General Plan Update Budget Alternatives

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

Page

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

5.6 Total Focused General Plan + Housing Element Fee Proposal Amended

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Rincon Consultants, Inc.

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

Table 1 – Housing Element Update Fiscal Year Breakdown

Task and Description	2023 FY (to 6/30/23)	2024 FY (7/1/236/30/24)	2025 FY (7/1/24 to 6/30/25)	2026 FY (7/1/25 - 6/30/26	TOTAL
Task 11: Housing Element					
11.1: Draft 6th Cycle Housing Element Review	$13,936				$13,936
11.2: Housing Element Update	$83,716	$39,683			$123,399
11.3: Community Engagement	$9,179	$12,542			$21,721
11.4: GIS Support Services	$3,124	$2,116			$5,240
11.5: Public Hearings and Study Session		$31,286			$31,286
11.6: Housing Element Project Management	$5,037	$27,299			$32,336
Total Housing Element Update	**$114,991**	**$112,926**			**$227,918**

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

Task and Description	2023 FY (to 6/30/23)	2024 FY (7/1/236/30/24)	2025 FY (7/1/24 to 6/30/25)	2026 FY (7/1/25 - 6/30/26	TOTAL
Task 1: Project Initiation and Coordination	**$70,512**	**$41,733**	**$41,619**	**$40,365**	**$194,229**
1.1 Kickoff Meeting and City Tour	$34,537				$34,537
1.2 Existing Document Review	$22,064				$22,064
1.3 Scope of Work and Schedule Refinement	$3,763				$3,763
1.4: Project Coordination	$10,148	$41,733	$41,619	$40,365	$133,865
Task 2: Community Engagement	**$34,143**	**$379,869**	**$252,190**	**$724**	**$666,925**
2.1 Community Engagement Plan	$18,600				$18,600
2.2 Online Engagement	$13,327	$54,824	$18,274	$724	$87,149
2.3 Community Workshops		$192,851	$184,060		$376,911
2.4 General Plan Technical Advisory Group	$1,559	$28,522	$26,106		$56,187
2.5 Virtual Stakeholder Interviews		$37,826			$37,826
2.6 Walking Tours		$22,531			$22,531

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

2.7 Pop Up Events		$7,990	$7,334		$15,324
2.8 Focus Group Meetings		$10,034	$7,402		$17,436
2.9 Engagement Tookits		$6,042			$6,042
2.10 Spanish Interpretation and Facilitation	$300	$5,487	$5,023		$10,810
Workshop/Meeting Materials	$217	$2,642	$2,418		$5,276
Story Map Support		$4,416			$4,416
Additional GIS Support	$141	$1,718	$1,573		$3,432
2.12 CAAP Engagement Coordination		$4,986			$4,986
Task 3: Existing Conditions, Issues and Opportunities	**$26,747**	**$364,777**			**$391,525**
3.1 General Plan Audit	$7,328	$2,552			$9,880
3.2. Administrative Draft Existing Conditions Background Report		$155,394			$155,394
3.3 Final Existing Conditions Background Report		$35,839			$35,839
3.4 Supplemental Analysis	$15,703	$64,381			$80,084
3.5 Vision and Guiding Principles Development		$11,451			$11,451

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

3.6 SWOT Analysis, Preliminary Policy and Implementation Measure Recommendation		$86,181			$86,181
Task 3.7 GIS Services	$3,717	$8,979			$12,696
Task 4: Alternatives		**$63,225**	**$9,202**		**$72,427**
4.1 Land Use, Community Design and Circulation Alternatives Analysis		$45,523	$6,625		$52,148
4.2 Preferred Alternative		$15,534	$2,261		$17,795
Task 4 GIS Support		$2,168	$316		$2,484
Task 5: General Plan			**$168,338**		**$168,338**
5.1 First Administrative Draft General Plan			$118,099		$118,099
5.2 Second Administrative Draft General Plan			$47,478		$47,478
Task 5 GIS Services			$2,760		$2,760
Task 6: Zoning Ordinance Amendments			**$19,778**		**$19,778**
6.1 6th Cycle Housing Element + General Plan Consistency Memo			$13,784		$13,784
6.2 Administrative and Public Review Zoning Map Updates			$5,994		$5,994
Task 7: Objective Design and Development Standards		**$27,463**	**$106,065**		**$133,528**
7.1 ODDS Initiation and Issue Identification		$9,659			$9,659
7.2 ODDS Development		$17,804	$18,000		$35,804
7.3 Administrative and Public Review Draft			$88,065		$88,065

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

Phase ID & Description	2023 FY (to 6/30/23)	2024 FY (7/1/236/30/24)	2025 FY (7/1/24 to 6/30/25)	2026 FY (7/1/25 - 6/30/26	Total
Task 1: Project Initiation and Coordination	$70,512	$41,733	$41,619	$40,365	$194,229
Task 2: Community Engagement	$34,143	$379,869	$252,190	$724	$666,925
Task 3: Existing Conditions, Issues and Opportunities	$26,747	$364,777			$391,525
Task 4: Alternatives		$63,225	$9,202		$72,427
Task 5: General Plan			$168,338		$168,338
Task 6: Zoning Ordinance Amendments			$19,778		$19,778
Task 7: Objective Design and Development Standards		$27,463	$106,065		$133,528
Task 8: Climate Action and Adaptation Plan	$3,502	$23,517	$27,577	$80,501	$135,096
Task 9: CEQA Analysis (Program EIR)			$247,768	$90,700	$338,468
Task 10: Hearings and Adoption		$25,422	$38,029	$77,665	$141,116
Task 11: Housing Element	$114,991	$112,926			$227,918
Total General Plan, CAAP, and EIR Process + Housing Element	**$249,896**	**$1,038,933**	**$910,565**	**$289,955**	**$2,489,348**

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

RINCON CONSULTANTS, INC.

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

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

9,880.00

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

8.4 Draft and Final CAAP Strategy Selection	108.00	20,588.00	0.00	20,588.00
[illegible]	68.00	12,626.00	0.00	12,626.00
8.6 Develop Tools for Monitoring, Tracking and Activation	22.00	4,264.00	7,500.00	11,764.00
8.7 Develop Draft and Final Climate Action and Adaptation Plan	120.00	22,312.00	0.00 0.00	22,312.00
8.8 CEQA GHG Streamlining Checklist	53.00	10,945.00	0.00	10,945.00
8.9 CEQA GHG Thresholds	76.00	15,400.00	0.00	15,400.00
8.10 Grant Research and Application	56.00	11,244.00		11,244.00
Task 9: CEQA Analysis (Program EIR)	1,499.00	302,175.00	36,293.10	338,468.10
9.1 CEQA Kickoff Meeting	11.00	2,599.00	0.00	2,599.00
9.2 Notice of Preparation	12.00	2,402.00	0.00	2,402.00
9.3 Project Description	25.00	4,591.00	0.00	4,591.00
9.4 Scoping Meeting	25.00	5,866.00	818.90	6,684.90
9.5 AB 52 and SB 18 Consultation Assistance	18.00	3,935.00	0.00	3,935.00
9.6 Administrative Draft EIR	970.00	192,872.00	34,684.00	227,556.00
9.7 Screencheck Draft EIR	68.00	13,404.00	0.00	13,404.00
9.8 Public Draft EIR	54.00	9,686.00	674.00	10,360.00
9.9Final EIR Response to Comments and Administrative	150.00	31,810.00	0.00	31,810.00
	21.00	4,150.00	0.00	4,150.00
9.10 Mitigation Monitoring and Reporting Program	43.00	8,590.00	116.20	8,706.20
9.11 Final EIR	50.00	10,050.00	0.00	10,050.00
9.12Considerations, and Resolution CEQA Findings, Statement of Overriding	32.00	6,860.00	0.00	6,860.00
	20.00	5,360.00	0.00	5,360.00
9.13 Administrative Record	453.00	107,412.00	33,703.80	141,115.80
9.14 Legal Review	336.00	79,068.00	33,703.80	112,771.80
Task 10: Hearings and Adoption	47.00	9,584.00	0.00	9,584.00
10.1 Planning Commission and City Council Meetings	70.00	18,760.00	0.00	18,760.00
10.2 Final General Plan	735.00	150,438.00	77,479.73	227,917.73
11.1: Draft 6th Cycle Housing Element Review	39.00	8,971.00	4,964.80	13,935.80
11.2: Housing Element Update	342.00	67,069.00	56,329.60	123,398.60
10.3 Document Accessibility Remediation				

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Task 11: Housing Element

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

Project Total	**7,929.00**	**1,624,567.00**	**864,780.88**	**2,489,347.88**
10% Contigency on CPC Total with Contigency				**226,143.00**
				2,715,490.88

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197



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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

6 Appendix A – Housing Element Update Data Needs

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

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

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

City of Pacific Grove

Focused General Plan Proposal Supplement

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

DocuSign Envelope ID: 3318917D-5770-4097-A6BA-B9D98D549197

DocuSign Envelope ID: D355E62B-A231-4A34-9F14-94CF5C30F286

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**, (this "**Amendment**") is made and effective as of December 20, 2023 by and between the **CITY OF PACIFIC GROVE**, a municipal corporation (hereinafter "**City**") and **RINCON CONSULTANTS** (hereinafter "**Consultant**" or "**Rincon**"). City and Consultant are sometimes referred to herein as a "**Party**" and collectively as the "**Parties.**"

RECITALS

The following Recitals are a substantive part of this Agreement:

A. City and Consultant entered into a Professional Services Agreement dated effective as of April 1, 2023 in connection with the City's Housing Element (the "**Agreement**").

B. City and Consultant desire to enter into this Amendment to the Agreement to add additional services to the Scope of Work and related increases to the fee to be paid to Consultant for the additional work.

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

Section 1. Term

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

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

Section 2. Scope of Work

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

Section 3. Performance

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

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

Section 4. Payment

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

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

Section 5. Suspension or Termination of Agreement Without Cause

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

> "c. Provided that Consultant is not in default under this Agreement as set forth in Section 8, Consultant may suspend or terminate this Agreement, or any portion hereof, without penalty by serving upon City at least thirty (30) days prior written notice. Any such termination shall be considered without fault by either Party. Prior to issuance of written notice of termination, Consultant agrees to discuss and attempt to resolve any issues with City that lead up to issuance of the notice. Consultant agrees to provide assistance if requested by the City in transitioning of any remaining scope of work to a new consultant on a time and materials basis for a period of 90 days after termination. Consultant shall submit an invoice to the City pursuant to Section 5 for the actual Services performed up to the time of termination and for any transitional assistance thereafter."

Section 6. Ownership of Documents

Section 9.a. of the Agreement is amended to read as follows:

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

Section 7. Notices

Section 19 of the agreement is amended to provide that any notices required under the Agreement can also be given electronic/email. Notices shall be sent to the Parties as follows:

To City:
City Manager
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
Copies to: City Clerk and Community Development Director
Email: citymanager@cityofpacificgrove.org

With a copy to:
Brian Pierik, City Attorney
Burke, Williams & Sorensen LLP
2310 East Ponderosa Drive, Suite 25
Camarillo, CA 93010-4747
Email: bpierik@bwslaw.com

To Consultant:
Kimiko Lizardi
Rincon Consultants, Inc.
80 Garden Court, Suite 240
Monterey, CA 93940
Email: klizardi@rinconconsultants.com

Section 8. Remaining Terms in Effect

Except as modified herein, all other terms set forth in the Agreement shall remain in full force and effect.

In Witness Whereof, City and Consultant have executed this Amendment as of the date first written above.

City of Pacific Grove

DocuSigned by:
Robert Perrault
BCEAE657A7234B6...
By: Robert Perrault
Interim City Manager

Date: 1/31/2024

Approved as to Form:

DocuSigned by:
Brian Pierik
0187FB17BD6439...
Brian Pierik, Esq.
City Attorney

Rincon Consultants, Inc.

DocuSigned by:
Richard Daulton
3D7ADA6A0F3E4C6...
By: Richard Daulton
Executive Vice President

Date: 1/3/2024

EXHIBIT A-1

The task structure for this amendment assumes that the Housing Element scope of work in Exhibit A is Task 1.

Task 2 Zoning Ordinance Amendments and General Plan Updates

2.1 Zoning Map Amendments

Rincon will work with City staff to identify areas that will require map changes to support implementation of the Housing Element and prepare an Administrative Draft City Zoning Map. This task includes preparation of a Screencheck, Administrative, Public Review, and Public Hearing Draft of the Zoning Map. Rincon will prepare each draft upon receipt of one consolidated set of comments from City staff. This task does not include notifications to property owners or additional hearings that may be needed beyond those included in Task 4.

2.2 Zoned Capacity and State Mandated Streamlining

WRT will fit-test mixed-use zoning standards assumed under the Housing Element Update, to determine if they can achieve Housing Element density targets. If not, WRT will recommend modifications and accompany these recommended modifications with test-fit studies. The test-fit studies will be assembled in a memorandum describing the sites evaluated, assumptions, and estimated development yields. They will be accompanied by plan view and 3D illustrations showing massing, entry orientation, and parking configurations. A total of up to two studies will be developed for each of up to four representative sites.

For mixed-use and multifamily zoning designations, WRT will evaluate current zoning to identify which standards are sufficiently objective for streamlined review, and which standards are not accompanied by a verifiable benchmark as per State law (see Government Code Section 66300). WRT will recommend objective language and verifiable benchmarks as needed. WRT will also evaluate whether current standards are sufficient to avoid development that is grossly incompatible with Pacific Grove, such as to ensure that new development is not detrimental to the pedestrian orientation of streets where this is important. Essential recommendations will be prepared as Code amendments for Planning Commission review and City Council adoption in subsequent Task 2.3. Standards that are not needed immediately are assumed to be developed in a subsequent phase, such as to address architectural character, landscape character, and improvements within public rights-of-way required of developers. Diagrams will be provided if necessary to avoid ambiguity.

2.3 Residential/Mixed Use Rezoning and Housing Program Implementation

The Rincon team will meet with City staff at the onset of the Zoning Ordinance Amendments task to discuss the anticipated changes to the Zoning Ordinance which will be informed by the Housing Element Update. Based on direction received from City staff, the Rincon team will prepare a checklist of zoning changes for the team to reference through the update process. In accordance with Programs 5 and 12 of the draft Housing Element Update, the Zoning Ordinance Amendments are anticipated to include the following:

- Mixed Use rezoning – amendments to the Commercial- Downtown (C-D) and Commercial– Forest Hill (C-FH) mixed use zones to address the minimum and maximum density requirements and associated development standards to implement the Housing Element program recommendations. These changes may include modifications to standards such as use, height, setbacks, lots sizes, and parking.
- Multifamily Residential – amendments to ensure minimum objective development standards (as described in Task 2.2) to support streamlined review of qualifying multifamily residential development, removal of garage parking requirements for multifamily housing, and parking standards for persons with disabilities.
- Administrative provisions – amendments to permitting requirements to support residential streamlining requirements.
- Affordable housing requirements – amendments to address use requirements for single room occupancy (SRO) housing, use and parking standards for supportive housing, parking standards for emergency shelters, use requirements for low barrier navigation centers, compliance standards for employee housing, use standards for large residential care facilities, objective standards for reasonable accommodation, and objective review findings for major use permit findings.
- Accessory Dwelling Unit – remove deed restriction requirement.
- Reuse Sites – amendments to address minimum density requirements and to allow for by right processing of projects that include 20% of the units as affordable to lower-income households.

This task addresses the required rezoning requirements in accordance with state law (Program 5) and most critical affordable housing zoning amendments to support compliance. This scope does not include; the preparation of objective design standards for review of single-family, objective design standards for architectural and historic reviews, additional zoning amendments as described in Program 6 Shopping Centers Redevelopment, Program 7 Large Lot Development, Program 8 Lot Consolidation, and Program 14 Density Bonus. It is assumed that these additional amendments will be processed in a subsequent update.

This task also includes preparation of the preliminary drafts and public hearing draft of the Zoning Ordinance text amendments. Preliminary drafts will be provided in track changes. The following drafts are included in the scope of this task assuming one round of consolidated comments are provided by City staff for each draft:

- Screencheck Draft for City Staff Review
- Administrative Draft for City Staff Review
- Public Review Draft
- Public Hearing Draft

Assumptions for Tasks 2.1 -2.3

- City staff is responsible for any notifications to property owners.
- The Consultant team participation in public hearings is as provided in Task 4.

WRT will participate in up to three meetings with City staff to: initiate the project, review an initial draft, and review a draft prepared for Planning Commission.

Deliverables for Tasks 2.1 – 2.3

- Screencheck, Administrative, Public Review, Public Hearing Drafts of Zoning Map
- Zoned Capacity Memorandum
- Zoning Ordinance Amendments Matrix
- Two fit-test studies on up to 4 sites
- Screencheck, Administrative, Public Review, Public Hearing Drafts of Zoning Text Amendments

2.4 Land Use Element Consistency Updates

This task includes updates to the Land Use Element to ensure consistency with the Housing Element and Zoning Ordinance Amendments. This includes updates to the following Land Use Element sections:

- History of Land Use Planning in Pacific Grove – update to reference housing element and focused updates to the General Plan
- Existing Land Use – updated based on available existing land use data
- Residential Unit Development Potential – update for consistency with the Housing Element Sites and Rezoning
- Land Use Map, Categories, and Standards – update for consistency with the Housing Element Housing Sites and Rezoning
- Targeted goal and policy updates – update goals and policies as needed to support consistency with Housing Element programs
- Updates are not anticipated to include substantive changes to goals and policies pertaining to:
    - Economic Vitality and Community Character of Commercial Areas
    - Nonconforming Uses
    - Substandard Vacant Lots
    - Neighborhood/Community Character

The following drafts are included in the scope of this task assuming one round of consolidated comments are provided by City staff for each draft:

- Screencheck Draft for City Staff Review
- Administrative Draft for City Staff
- Public Review Draft
- Public Hearing Draft

Assumptions for Task 2.4

- City will provide a Word file of the City's current Land Use Element

- Rincon will use the City's existing format, layout and style to create the amended Land Use Element. Rincon will edit the Land Use Element as a Word file in track changes.
- This task assumes that Rincon will rely on available data provided by the City to update the existing land uses.
- This scope does not include an analysis of nonconforming uses nor a land use capacity analysis.
- Land use changes will be focused on those necessary to support consistency with the Housing Element update.

Deliverables for Task 2.4

- Screencheck, Administrative, Public Review, Public Hearing Drafts of Land Use Element Update

Health and Safety Element Updates (Tasks 2.5-2.7)

The State has adopted new bills since the City's Health and Safety Element was updated in 1994. Government Code Section 65302, as amended by SB 99, SB 1035, SB 379, and SB 1241 requires safety elements to incorporate information, policies, and implementation measures related to the following topics: climate change, single access residential routes, updated flood, fire and climate hazard information and risk of fire in state responsibilities areas and very high fire hazard severity zones. Government Code Section 65302.5 (as amended by AB 3065 requires that the safety element be submitted to the State Board of Forestry and Fire Protection and to local agencies that provide fire protection to the territory in the City prior to local adoption. Government Code Section 65302.15 (as amended by AB 747 and AB 1409) requires that the safety element be reviewed and updated to identify the capacity, safety and viability of evacuation routes and evacuation locations. Rincon will prepare a comprehensive update to the Health and Safety Element for compliance with state requirements. To inform the update, technical assessments are required including an emergency access analysis, evacuations routes analysis and climate vulnerability assessment as further described in Task 2.5 through 2.7.

2.5 SB 99 Emergency Access Analysis and AB 747 Evacuation Route Capacity Analysis

Kimley-Horn will overlay hazard data with residential streets in Pacific Grove to identify the subset of residential streets where an SB 99 accessibility analysis will be conducted. Unless otherwise directed by City staff, consistent with Cal Fire and Public Resources Code Section 4290.5, Kimley-Horn will designate "constrained roadways" with a single egress that serve a threshold of 30 dwellings or more. Parcel accessibility to/from evacuation routes will then be evaluated as required by SB 99. The assessment will use GIS to identify which parcels are in hazard areas that only provide one emergency access route under three scenarios: 1) high wildfire, 2) high flood/tsunami areas, and 3) both combined. Parcels will then be clustered into "Constrained Parcel Groups" based on adjacency and hazard type. This will assist in identifying which neighborhoods have less resiliency, and potentially more vulnerability, during an evacuation event. Kimley-Horn will prepare maps and accompanying text to document the findings of the evacuation route and accessibility analysis and recommendations. The horizon year for this analysis is 2031.

Kimley-Horn will complete the technical modeling of emergency evacuation route capacity as required for AB 747. Kimley-Horn will map major evacuation routes and designated evacuation shelter locations, based on input from City staff (planning, public works, emergency services). Kimley-Horn will conduct a citywide risk screening and will identify high, medium, and low-risk corridors in the City of Pacific Grove high hazard locations (collector or arterial streets in the hazard areas identified for the SB 99 Network Accessibility Analysis), and roadway capacity. The data used will be Monterey County Street centerline data, US census data, and hazard data obtained from others. The analysis will be conducted for residents evacuating designated hazard areas on City evacuation routes for a single evacuation scenario based on an evacuation order being issued when all residents are at home. A qualitative discussion of potential evacuation route constraints in adjacent cities will also be provided. Kimley-Horn will prepare maps and accompanying text to document the findings of the evacuation route capacity analysis and recommendations. This task does not involve preparing an evacuation plan. The horizon year for this analysis is consistent with the AMBAG model buildout year/2045.

Scenarios for this analysis include:

- 2031 With Housing Element Update
- 2045 With Housing Element Update

2.6 Climate Vulnerability Assessment

In accordance with California Government Code 65302(g) and SB 379, Rincon will complete a Climate Change Vulnerability Assessment which will detail the anticipated climate impacts in the City of Pacific Grove, including increases in temperature, more intense and frequent heat waves, more intense and frequent drought, higher frequency of catastrophic floods, more severe and frequent wildfires, and increasing rates of sea level rise and its impacts on increasing coastal hazards, and shoreline and bluff erosion.

At a qualitative level, Rincon will evaluate the locations of the City's critical facilities and services (such as Fire Stations, evacuation routes, etc.) in relation to potential climate change impacts based on readily available geospatial data. The Climate Change Vulnerability Assessment will be prepared consistent with the latest (2020) California Adaptation Planning Guide, as described in California Government Code 65302(g) and the Office of Planning and Research's General Plan Guidelines. Rincon will utilize maps and data from existing plans and available sources of geospatial data, including:

- Internet-based Cal-Adapt tool
- Internet-based Healthy Places Index tool to identify vulnerable populations
- County of Monterey Multi-Jurisdictional Hazard Mitigation Plan (September 2022), of which Pacific Grove is a participating jurisdiction
- California's Fourth Climate Change Assessment, Regional Report
- Existing development in identified at-risk areas, including structures, roads, utilities, and essential public facilities
- California Coastal Commission Sea-level Rise Policy Guidance (Updated 2018)
- Ocean Protection Council (2018)

- NOAA Office for Coastal Management's sea-level rise projections data
- Pacific Grove Land Use Plan and Implementing Ordinances (January 2020)
- Pacific Grove Shoreline Management Plan – Vulnerability Assessment (November 2018)
- Pacific Grove Shoreline Management Plan (June 2020)
- Our Coast Our Future, which presents results from the Coastal Storm Modeling System (CoSMoS) developed by U. S. Geological Survey (USGS)

A key component of the Climate Change Vulnerability Assessment will be an evaluation of the potential for climate change to disproportionally impact vulnerable population groups (e.g., seniors, children, low-income communities, outdoor workers, etc.). The Climate Change Vulnerability Assessment will rely on modeling scenarios per the California Adaptation Planning Guide, the Office of Planning and Research's General Plan Guidelines, and the California Coastal Commission's Sea-level Rise Policy Guidance updated in 2018. The Climate Change Vulnerability Assessment will be a qualitative analysis and will not include quantitative asset analysis by hazard area.

It is assumed that sea-level rise scenarios will be selected consistent with the Draft County of Monterey Multi-Jurisdictional Hazard Mitigation Plan (September 2022) which includes three sea level rise scenarios: 25 cm (2030), 75 cm (2060), and 200 cm (2100). It also assumed that the one percent annual chance of flood combined with the 2100 sea level rise scenario will be selected. Although the City of Pacific Grove has historically not retreated significantly since its shoreline is mostly dominated by exposed granitic rock, according to the County of Monterey Multi-Jurisdictional Hazard Mitigation Plan, sea level rise is expected to increase the exposure of Pacific Grove's coastline to erosion, exposing large areas of the city to coastal hazards. Therefore, a qualitative analysis will be done to assess the impacts of sea level rise and coastal erosion on the City assets. This task assumes that the assessment will be based on readily available information (no modeling will be conducted) and that mapping will be based on geospatial data provided by the City or available online. Quantitative asset mapping and tabulation is not included in this task.

2.7 Health and Safety Element Update

Rincon will identify goals, policies and implementation programs to address wildfire, seismic, flood, hazardous materials, and climate change risks, along with goals, policies and programs to address needs associated with emergency response and emergency evacuation. The Health and Safety element will be comprehensively updated with new background descriptions and maps, informed by the technical assessments prepared in Tasks 2.5 and 2.6. Goals and policies will aim to minimize risk associated with potential hazards and build capacity to respond to long-term stress and short-term disruptions associated with hazard events.

Assumptions for Tasks 2.5 – 2.7

- City will provide a Word file of the City's current Health and Safety Element Update
- Rincon will utilize the City's existing format, layout and style to create an amended Health and Safety Element. Rincon will edit the Health and Safety Element as a Word file in track changes.

- Due to the number of technical assessments required to inform the Health and Safety Element Update, the schedule of the Health and Safety Element Update may not be completed concurrently with Tasks 1 and 2.1-2.4. Rincon will use good faith efforts complete the Health and Safety Element Update with Tasks 1 and 2.1-2.4 but it cannot be guaranteed.

Deliverables for Tasks 2.5 – 2.7

- Draft and Final SB 99/AB 747 Analysis Memorandum (including maps)
- Draft and Final Climate Change Vulnerability Assessment
- Screencheck, Administrative, Public Review, Public Hearing Drafts of Health and Safety Element Update

2.8 Community Workshops

Up to two members of the Rincon team will participate in up to two, in-person community workshops. This task assumes that City staff will be responsible for all logistics for the workshops including notifications, securing the venue and providing any necessary meeting equipment and materials. Rincon will prepare up to two PowerPoint presentations for the workshops. A draft of each PowerPoint will be provided for City staff review prior to the workshop. Rincon will revise each of the drafts after receipt of one set of consolidated comments from City staff.

2.9 Zoning and General Plan Project Management and Coordination

This task includes management and coordination through the duration of the project, including coordination with the City and internal project team, project oversight, budget and schedule management, and project accounting, including billing and accounts receivable efforts. This task also includes regular meetings with City staff. Rincon's Zoning and General Plan Project Manager will attend biweekly meetings with City staff throughout the process. This proposal assumes attendance at up to 26 meetings held via conference call, lasting approximately 1 hour each. Rincon's Zoning and General Plan Principal-in-Charge, and technical staff will attend meetings as needed, for up to 10 meetings, 1 hour each. Legal counsel will attend up to 5 meetings under this task. Once a month during the Term Consultant will provide a consolidated written update to City staff describing the progress and status of the specific tasks to be performed under this Agreement on the Housing Element Update.

Assumptions for Tasks 2.8 and 2.9

- Up to two members of the Rincon team will attend up to two, in-person workshops
- City staff will handle all logistics for the community workshops
- Rincon's Zoning and General Plan project manager will attend biweekly meetings, 1 hour each (26 meetings) with City staff
- An additional allowance for meeting attendance up to 10 meetings, 1 hour each has been provided for participation by Rincon's Zoning and General Plan Principal-in-Charge, legal counsel and technical staff as needed

Deliverables for Tasks 2.8 and 2.9

- Draft and Final PowerPoint presentations for up to two community workshops
- Monthly consolidated updates.

Task 3 Environmental Impact Report

Rincon will prepare a Program Environmental Impact Report that will cover the "**Housing Element Update**" or "**HEU**" which includes: the 6th Cycle Housing Element (**Task 1**) and the Zoning and General Plan amendments (**Task 2**). It is assumed that all zoning and General Plan amendments are targeted to implementing the Housing Element only, and that no other land use changes would occur.

3.1 CEQA Kickoff Meeting

Immediately following execution of this Amendment, Consultant will facilitate a CEQA kickoff meeting with City staff. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol for the EIR process. The goals of the meeting will be to finalize the CEQA scope and discuss the project schedule.

The kickoff meeting will also allow the City/consultant team an opportunity to discuss the approach to the environmental evaluation and potential alternatives. Community concerns relevant to the CEQA analysis that have surfaced to date will be discussed. We will also have an opportunity to confirm the cumulative impact analysis approach. Rincon's principal in charge and project manager will attend the meeting virtually, which is anticipated to last up to 1.5 hours.

3.2 Notice of Preparation

Rincon will prepare a draft Notice of Preparation (NOP) for City staff to review. The NOP will include all required details including project description, location, dates of public review, and dates/location of the public scoping meeting. Rincon will submit a draft NOP in Microsoft Word for City review. Upon receipt of one round of consolidated comments on the draft NOP, Rincon will prepare a final PDF copy of the NOP for City staff to post on its website and for distribution to public agencies. Rincon will prepare an NOP distribution list for the City to review. It is assumed that the City will be responsible for any direct mailing of hard copies of the NOP. Rincon will review and make suggestions regarding the list. Rincon will be responsible for filing the NOP with the State Clearinghouse/Office of Planning and Research and Monterey County Clerk.

The NOP and all correspondence received in response to the NOP will be attached as an Appendix to the Draft EIR. A finalized scope for the Draft EIR will be defined after all comments on the NOP have been received. Because we anticipate that the Housing Element Update EIR will address all issues on the environmental checklist, we do not propose to prepare an initial study.

3.3 Project Description

Rincon will prepare the EIR project description. Organization of this information is critical, since it forms the basis for environmental evaluation under CEQA. The project description will rely upon the Draft 2023-2031 Housing Element Update (November 2023) and residential sites inventory and programs contained therein. The project description will also describe the zoning ordinance modifications, Land Use Element amendments, and the Health and Safety Element amendments necessary to implement the HEU; these descriptions will be general, as it is not anticipated that the zoning modifications or General Plan amendments will be completed prior to completion of the project description. However, it is assumed that maximum potential buildout can be solidified quickly and pursuant to the schedule outlined at the end of this scope of work. This section will include a description of the project objectives and required permits and discretionary approvals. The project description will include textual, tabular, and up to six graphics to fully describe the program and form a basis for the environmental analysis. The project description will be submitted to the City in Microsoft Word format, and we will address one round of consolidated comments from the City. This scope assumes that the identified sites and buildout projections will not change following City acceptance of the project description; this includes maximum buildout for the new zones.

3.4 Scoping Meeting

Rincon will facilitate a public and agency scoping meeting associated with the release of the NOP. The Scoping Meeting will be held during the 30-day NOP review period to introduce the community and responsible agencies to the EIR process and obtain input on the EIR scope of work. All agencies and interested parties would be invited to attend the scoping meeting, and it is assumed that separate individual meetings would not be required. It will include a brief presentation, followed by public comment and input from meeting attendees. Rincon will prepare a summary of all input gathered, which will be included in the Draft EIR along with any written public comments received during the NOP comment period. Rincon will coordinate with the City regarding the City's preferred virtual platform or physical venue, which Rincon will organize. For the purposes of this scope, we have assumed the scoping meeting will be held in person, with virtual attendance as an option. Notice of the scoping meeting would be provided in the NOP.

3.5 AB 52 and SB 18 Consultation Assistance

Under AB 52 (California Government Code Section 21080.3.1[a]) and SB 18 (California Government Code Section 65352.3 and 65352.4), the City, as the CEQA lead agency, is required to begin consultation with California Native American Tribes that are traditionally and culturally affiliated with the Plan Area, prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Rincon will request an AB 52 and SB 18 consultation list from the Native American Heritage Commission (NAHC) and will assist the City with consultation under AB 52 and SB 18 by providing the City with letter templates, checklists, and detailed instructions to help ensure meaningful consultation with interested Native American groups. As of November 2023, NAHC list requests are being fulfilled within 4+ weeks.

After receipt of letters, Native American Tribes have 30 days to reply to a request for consultation under AB 52 and 90 days under SB 18; the 30-day wait period for AB 52 is subsumed in the wait

DocuSign Envelope ID: D355E62B-A231-4A34-9F14-94CF5C30F286

period for SB 18. This task includes Rincon's participation at up to two virtual one-hour meetings with the City and Tribal governments.

3.6 Administrative Draft EIR

Rincon will prepare an Administrative Draft EIR (ADEIR) in compliance with CEQA requirements and based on the project description approved by City staff (completed under Task 3.3). Consistent with CEQA requirements, the EIR will be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of the HEU need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible. The document will be a program EIR that considers the broad policy implications of the proposed HEU. To that end, it will focus on the macro-level impacts associated with HEU buildout and whether and how proposed Housing Element policies address such impacts. To the extent practical, site-specific information will be provided for the proposed rezoning sites, to facilitate future streamlining for residential development on those sites.

The ADEIR will comprise the following sections.

Executive Summary

The EIR will contain a summary of the HEU and associated environmental consequences. This section will include the following:

- A discussion of the Housing Element Update objectives;
- A brief description of the residential sites inventory, programs, zoning changes, and associated Land Use and Health and Safety Element updates;
- A summary of the environmental setting for the Planning Area;
- A summary of impacts;
- A summary of mitigation measures (mitigating policies);
- A discussion of alternatives considered, and identification of the environmentally superior alternative among those studied; and
- Areas of controversy, and issues remaining to be resolved.

Introduction and Environmental Setting

These required introductory sections will lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the EIR, the scope and content of the EIR, a discussion of lead, responsible, and trustee agencies, and a synopsis of the HEU process. The environmental setting will provide a general description of the existing geographic character of the City of Pacific Grove. The environmental setting will also contain a discussion of the approach to the cumulative impact analysis.

Project Description

The Project Description section will consist of the project description prepared in Task 3.3.

DocuSign Envelope ID: D355E62B-A231-4A34-9F14-94CF5C30F286

Analysis, Impacts, and Mitigation Measures

Each environmental discussion will include the following:

- Setting
- Impact analysis
- Mitigation measures
- Level of significance after mitigation

The discussion for each issue area will begin with the setting, which will describe existing conditions relevant to the topic and provide the groundwork for impact analysis. Sources will include documents and studies prepared in support of the Housing Element Update, relevant environmental documents prepared during the last five years, and data provided by the City.

The impact analysis will include a discussion of the methodology used to quantify or determine impacts and the criteria for judging significance. Where practicable, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Rincon typically orients analyses around clear impact statements that are separately highlighted in the text. This allows a more precise statement of the specific issue at hand and sets the stage for the technical discussion that follows. If the impact warrants mitigation measures, they are indexed to and immediately follow the numbered impact in question.

Rincon's technical approach to analyzing each environmental issue is described below under, Proposed Approach to Technical Issues.

Alternatives Analysis

A range of alternatives will be considered in the ADEIR, including the CEQA-required No Project Alternative and up to three other build alternatives that would feasibly attain most of the basic project objectives but would avoid or substantially lessen any significant effects identified. It is assumed that buildout assumptions for each alternative will either be provided or approved by the City. Evaluation of alternatives will be in less detail than for the HEU, though the analysis will provide decision-makers and the public adequate information to decide between alternatives. This section will also identify the "environmentally superior alternative." If the No Project Alternative is determined to be environmentally superior, the ADEIR will identify the environmentally superior alternative among the remaining scenarios.

Cumulative Impacts

Consistent with Section 15130 of the CEQA Guidelines, cumulative impacts will be disclosed. These impacts would result from buildout of the identified housing sites combined with impacts of other projects and programs in the area, including surrounding jurisdictions' General Plans. Cumulative projections in the area will be derived in consultation with the City. We propose to provide a summary of projections to inform the cumulative analysis.

Other CEQA Sections

This portion of the EIR will discuss the growth-inducing effects of the HEU as well as significant irreversible changes associated with potential buildout. Drawing on the information provided in the environmental setting and preceding issue discussion, the growth-inducing impacts will address the potential for the Housing Element to directly induce economic growth and remove obstacles to growth in the area. The significant irreversible changes discussion will summarize the significant effects of the HEU, particularly the unavoidable significant effects.

References

This portion of the EIR will provide full citations for all in-text citations provided within the EIR. This section will identify all supporting documents that were used during preparation of the EIR which are not included as appendices to the EIR itself.

The ADEIR will be submitted to the City in Microsoft Word format, for ease of review.

Proposed Approach to Technical Issues

The technical approach to analyzing each potential environmental issue is described herein. Approaches to the impact analysis for the Program EIR will be discussed with City staff and will be consistent with the assumptions and methodologies used in recent CEQA documents in the City of Pacific Grove to the extent possible. As a Program EIR, the analysis will broadly consider buildout of identified housing sites pursuant to the HEU. In addition, to the extent practical, the impact analysis will also address site-specific residential zoning changes required to facilitate implementation of the 6th Cycle Housing Element.

While all issue areas contained on the CEQA Guidelines Appendix G Checklist will be addressed in the EIR, based on a preliminary analysis of Important Farmland, Williamson Act lands, and mineral resource zones, we anticipate the following issue areas would likely be considered less than significant and therefore suggest that these issue areas be analyzed within a "Less than Significant" section of the EIR:

- Agriculture and Forestry Resources
- Mineral Resources

We anticipate that the following environmental issues will be addressed in the EIR as stand-alone EIR sections:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials

- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Aesthetics

Physical changes facilitated by the HEU would alter the aesthetic character of portions of Pacific Grove, which is anticipated to be an important issue to residents due to the city's unique location and historic character. The aesthetic analysis will consider alteration of public views, changes in visual character, and increased light and glare that may result from buildout of the identified housing sites. The analysis will be supported by photo documentation of up to five key areas where future development, in particular proposed zoning changes required to implement the HEU. The analysis will also consider consistency with relevant City documents addressing design and development standards. Policy-based mitigation measures will be developed as necessary.

Air Quality and Greenhouse Gas Emissions

The air quality and GHG emissions analyses in the EIR will consider temporary construction and long-term operational emissions from HEU buildout. The analysis will summarize the existing air quality conditions in the air basin using data from nearby air monitoring stations available from the California Air Resources Board and the Monterey Bay Air Resources District (MBARD). The state of the climate and relevant federal, state, and local climate change regulations will be described, with GHGs identified as an area of primary concern. This section will summarize federal, state, and local standards and regulatory review requirements pertinent to air quality and GHG emissions, calculate HEU buildout emissions of criteria pollutants and GHGs using the California Emissions Estimator Model (CalEEMod), and evaluate the significance of air quality and GHG impacts per the MBARD CEQA Air Quality Guidelines methodology for General Plans, Specific Plans, and Zoning Ordinances. Construction emissions will be addressed qualitatively. This section will also evaluate potential odor impacts through buildout of the HEU, which is typically associated with wastewater treatment, manufacturing, and industrial-type land uses; evaluate localized air quality impacts from toxic air contaminant (TAC) to sensitive receptors (no detailed air dispersion modeling is proposed as part of this scope); evaluate the HEU's compliance with applicable Air Quality Management Plans; evaluate compliance with applicable State and local GHG reduction plans, policies, and regulations; and develop mitigation measures for identified potentially significant air quality and GHG impacts.

Biological Resources

While the city does not contain large areas of open space or natural habitat, the city does contain a monarch butterfly sanctuary and open space areas along the western coastline, as well as several parks and vegetated areas that could provide habitat for special-status species. As part of the biological resources analysis, Rincon will collect regional background information on biological resources that could be affected by the Housing Element Update. The collected information will include database queries (CNDDB, CNPS, USFWs IpaC), reviews of regional planning documents, and information provided by agency biologists. The scope of work does not include a reconnaissance site visit.

The biological setting subsection will describe vegetation communities, per California Wildlife Habitat Relationships classifications, drainages and wetlands, special-status species occurrences, and habitats (tabular format) with particular emphasis on sites identified for rezoning. The impact analysis will include a description of methodology and significance thresholds, project impacts, and avoidance and mitigation measures, and a summary of projects or land use changes that may result in impacts to biological resources. Rincon will compile results from database queries in the Appendix of the EIR and summarize the results and findings within the EIR section.

Cultural Resources

The city contains sensitive archaeological and historic resources, and these resources are known to constrain development within the city. The cultural resources analysis will include a review of historic and archaeological resources in Pacific Grove and the potential impacts to those resources from buildout of the HEU. To compile a listing of recognized significant historic and prehistoric resources, information will be obtained from the State Office of Historic Preservation, the City's Historic Resource Inventory, and local historical groups. The statewide Historical Resources Inventory (HRI) includes a listing of buildings, sites, features, structures, objects, districts, and events that are significant or have historic value. The HRI is not available for public review according to the California Historical Information System Information Center Rules of Operation Manual (Section III.A). It is anticipated that the EIR would require consultation of the HRI as part of required project- level analysis of any future development projects to determine the locations of previously recorded archaeological sites. Policy-based mitigation measures for future development on sites that contain previously recorded cultural sites, or sites that are not known to contain such resources, will be developed as necessary.

Energy

This section will discuss current and projected citywide energy supplies and demand, and qualitatively analyze energy demand associated with future construction and long-term HEU buildout. This section will also compare consistency of the Housing Element Update with adopted state, regional, and local energy policies. Policy-based mitigation measures will be developed as necessary.

Geology and Soils

This section will discuss the potential for geologic hazards present within Pacific Grove to adversely affect potential future development facilitated by the HEU. Hazards to be considered

DocuSign Envelope ID: D355E62B-A231-4A34-9F14-94CF5C30F286

include fault rupture, ground shaking, landslides, liquefaction/slope stability, erosion, and subsidence. The analysis will rely on the California Geological Survey, United States Geological Survey, the California Division of Mines and Geology, and other CEQA documents that contain geology and soil information for the area. This section will also address paleontological resources, including identifying the sensitivity of geologic units underlying the City to assess potential impacts.

It is anticipated that the geology/soils work scope will entail a mapping exercise to identify areas where potential future development could be affected by known geologic hazards. Policy-based mitigation measures will be provided as needed.

Hazards and Hazardous Materials

This section will discuss the potential for impacts relating to hazardous materials transport, storage, and use, as well as such hazards as wildland fires. The analysis will rely on online hazardous material databases and other environmental documents prepared for the City.

The hazardous material analysis will involve qualitative discussions of the potential for new development to either create the potential for hazardous conditions or be adversely affected by existing hazards. Policy-based mitigation measures will be provided as needed.

Hydrology and Water Quality

The hydrology and water quality analysis will evaluate potential impacts relating to hydrological conditions and flooding as well as potential impacts to surface and groundwater quality. Water quality is of particular importance in the city from stormwater runoff into the bay. The Pacific Grove Area of Special Biological Significance (ASBS) encompasses the portion of the Monterey Bay that is located northeast of the city, and is subject to additional water quality protections. The existing hydrologic setting of Pacific Grove will be described generally and potential impacts relating to new development will be discussed conceptually. Information sources will include readily available data from the Regional Water Quality Control Board and recent CEQA documents.

The analysis will be qualitative in nature, relying both on proposed General Plan policies and existing regulations (in particular, the National Pollutant Discharge Elimination System [NPDES] and related City requirements) to address potential impacts. As appropriate, additional policies to address hydrological or water quality impacts will be recommended as EIR mitigation.

Land Use and Planning

This section of the EIR will examine land use policy issues. Rincon will prepare an objective discussion of whether and how the HEU is consistent with both existing City policy documents and regional planning policies, including those of the local air quality plan and Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). It is anticipated that proposed policies will generally be consistent with those of other adopted policy documents. However, as appropriate, new or revised policies will be recommended to address any inconsistencies.

DocuSign Envelope ID: D355E62B-A231-4A34-9F14-94CF5C30F286

Noise

The noise section of the EIR will be conducted in accordance with City of Pacific Grove guidelines, standards, and ordinances. The existing setting will describe existing traffic and airport noise levels. Rincon will also estimate HEU buildout traffic noise levels using the FHWA Traffic Noise Prediction Model, based on future traffic forecasts provided by Kimley-Horn. The EIR will identify areas along roadway segments that would be exposed to noise levels above established criteria. The modeling results will be summarized in the EIR and provided in an appendix.

Noise impacts from non-transportation sources will be evaluated on a programmatic level, qualitatively based on local noise standards. Rincon will analyze noise impacts from non-transportation sources such as major commercial and industrial uses in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations identified within the City's Municipal Code.

Rincon will provide a qualitative analysis for potential construction impacts associated with buildout of the HEU. Future noise and vibration effects from construction activities will be discussed in terms of accepted standards from the U.S. Federal Transit Administration (FTA). Feasible mitigation measures will be identified to minimize noise and vibration impacts associated with buildout.

Population and Housing

It is not anticipated that the proposed HEU would displace people or housing. Therefore, this section will focus on comparison of potential population and housing growth to regional growth forecasts for the area, as contained in the MBARD, AQMP, and MTP/SCS. The discussion will also consider impacts to the balance of jobs and housing in the City. Policy-based mitigation measures will be developed as necessary.

Public Services

The public services section of the EIR will address potential impacts relating to police protection and fire protection services, as well as schools. The analysis of police and fire service will involve contact with the Pacific Grove Police and Fire departments to determine service levels and existing and projected gaps in service.

The schools analysis will involve contact with the Pacific Grove Unified School District to identify current enrollment and capacity as well as student generation rates. School capacity levels and needs will be identified. Existing and proposed development impact fees, including State-mandated school impact fees, will be identified as mitigation as appropriate. Policy-based mitigation measures will be developed as necessary.

Recreation

This section will analyze potential impacts to City parks and recreational facilities, including Lovers Point Park, the Monterey Bay Recreational Trail, George Washington Park, and Marine Gardens Park.

It is not anticipated that existing parks would be directly affected by potential new development; therefore, the analysis will focus on potential indirect effects related to increased demand for parks and recreational facilities. Demand will be forecast based on projected population growth and City estimates of per capita park demand.

Transportation

This section of the EIR will rely on transportation studies prepared by Kimley-Horn. This will include the following:

- *Project Management, Coordination, Meetings and Administration.* Kimley-Horn assumes that project management and coordination activities will last throughout the duration of the targeted City of Pacific Grove Housing Element Update. Kimley-Horn assumes a virtual kick-off meeting to discuss/refine the scope and identify data needs including traffic counts. We anticipate that up to five (5) project meetings (virtual), and one Planning Commission and one City Council meeting, including the kick-off meeting.
- *Planning Level Safety Assessment and Highway 68 Queuing Analysis and Documentation.* Kimley-Horn will perform a planning level safety assessment of major roadways utilizing the AMBAG model. Kimley-Horn will review model volumes with and without the proposed Housing Element Update and determine if the Housing Element Update substantially increases hazards on the roadway network. The assumption for this analysis is that the increase in traffic volumes is directly proportional to the increase in accidents. Per Caltrans requirements we will conduct queuing analysis at the following locations:
    - Forest Drive (SR 68) / Prescott Lane
    - Forest Drive (SR 68) / David Avenue
    - Forest Drive (SR 68) / Sunset Drive

  Kimley-Horn will conduct AM and PM peak period traffic counts at these intersections and conduct analysis to determine existing and 2031 queues.
- *Multimodal Analysis and Documentation.* Kimley-Horn will review existing and proposed City bicycle and pedestrian facilities. Kimley-Horn will identify significant impacts and mitigations based on the proposed Housing Element Update and the available bicycle and pedestrian facilities within the area.
- *Transit Analysis and Documentation.* Kimley-Horn will review existing and proposed transit facilities identified by MST. Kimley-Horn will identify significant impacts and mitigations based on the proposed Housing Element Update.
- *Vehicle Miles Travelled (VMT) Analysis.* This task will prepare SB 743 compliant analysis for the City Housing Element Update. Major activities covered under this task include:
    - Using the latest AMBAG model, update Citywide land use assumption for Housing Element Update
    - Preparing analysis by land use type for each Traffic Analysis Zone (TAZ) included in the City
    - Conduct model runs for project scenarios including select zone analysis as required

- Evaluate resultant VMT by land use type (in the aggregate) against current adopted thresholds
- Identify a framework of Transportation Demand Measures (TDM) or infrastructure improvements to mitigate VMT impacts
- Prepare documentation for inclusion in the Environmental Impact Report (EIR)

The following subtasks will be included in the VMT analysis:

- *SB 743 Analysis*. Kimley-Horn will prepare VMT analysis for the Housing Element Update including Existing Year (2023) conditions and Year 2031. This analysis will be in accordance with the City's SB 743 Implementation guidelines. Specifically, this will result in the need to evaluate all major land uses separately and then presenting them in both in the aggregate (by major land use type). The resultant analysis will be evaluated against City's currently adopted thresholds to make a significant impact determination. The evaluation will include: Existing, Existing plus Housing Element Update, Year 2031 No Housing Element Update, and 2031 Plus Housing Element Update. Given the expansive nature of the Housing Element and the inclusion of land uses that would not normally be evaluated with an efficiency metric, total VMT will also be presented for the City as well City as a metric. Scenarios for the VMT analysis include:
  - Existing (2023)
  - Existing With Housing Element Update
  - 2031 No Housing Element Update
  - 2031 With Housing Element Update

  Deliverables
  - Table detailing VMT per major land use category
  - Maps and graphics illustrating VMT analysis results

VMT Mitigation. Based on the location in the City and the Housing Element Update land uses, it is anticipated that TDMs or other VMT mitigation may be necessary. While it is not possible to fully address VMT mitigation during the preparation of a Housing Element Update given the inherent lack of detail, it is appropriate to establish a framework of TDM measures and/or other approaches that should be considered at the project level. Kimley-Horn will establish a framework for TDM within the Housing Element Update as well as suggest other VMT mitigation approaches including infrastructure as appropriate. Note that this task will be limited to the number of hours provided, in the event it is determined that a more extensive approach is necessary to address mitigation considerations that will be provided as an additional service.

Deliverables
- TDM descriptions and qualitative assessment of mitigation
- Infrastructure recommendations and qualitative assessment of mitigation

VMT Analysis Documentation. Kimley-Horn will document the methods and results of the VMT analyses in a brief technical memorandum format with graphics as deemed appropriate by Kimley-Horn. Kimley-Horn will prepare and submit an electronic (PDF) copy of the memorandum

to the City of Pacific Grove. Kimley-Horn will address and respond to one set of non-conflicting comments from the City and submit a final copy of the memorandum electronically to the City of Pacific Grove. It is understood that this document will be prepared understanding that it will later be incorporated into the EIR.

Deliverables

- Draft VMT Analysis Memorandum
- Final VMT Analysis Memorandum

These reports will be incorporated into the transportation section of the EIR.

Tribal Cultural Resources

There are two primary tribes present in Pacific Grove: Ohlone/ Costanoan-Esselen Nation (OCEN) and the Esselen Tribe of Monterey County (Esselen Tribe). The area, including the city and nearby coastline, is considered highly sensitive for cultural and tribal cultural resources. Rincon will follow the tribal cultural resource protocol that Rincon archaeologists prepared for the City in 2021-2022 and revised in 2023 (pending adoption as of November 2023). This section will summarize the results of AB 52 and SB 18 consultation (Task 3.5). Rincon will summarize the AB 52 efforts and will include identified mitigation in the EIR, as applicable.

Utilities and Service Systems

This section will discuss potential impacts to water supply and service systems, wastewater conveyance and treatment systems, wastewater/solid waste generation, and solid waste collection and disposal systems. Water, wastewater, and solid waste services are provided by multiple entities including California American Water Company (Cal-Am), Monterey Peninsula Water Management District (MPWMD), Monterey One Water (M1W), and ReGen Monterey (formerly Monterey Peninsula Waste Management District). Impacts to the City storm drain system will be addressed in the hydrology/water quality section.

Water supply will be a key issue for the EIR, particularly with the continued moratorium on new water connections in the Pacific Grove portion of CalAm's service territory, which restricts water supply availability for future growth. Rincon will thoroughly document the existing water supply conditions based upon review of published data, including but not limited to CalAm's current (2020) Urban Water Management Plan (UWMP) for its Monterey County District, which encompasses the City of Pacific Grove. It is anticipated that a Water Supply Assessment (WSA) will not be provided for the project; as a programmatic planning document that does not propose construction of a distinct project, the HEU does not explicitly trigger the requirement for a WSA under California Water Code as amended by SB 610. Some water supply providers elect to prepare a WSA when not required, if doing so could produce new information or analysis to inform and streamline environmental processes. However, due to the existing water supply constraints in the project area, it is not anticipated that a programmatic WSA would reveal information about water supply in the area that is not already available in the UWMP.

Therefore, the analysis of water supply developed for the EIR will rely upon information from CalAm's latest (2020) UWMP, as well as other publicly available, published data. Such data may include but is not limited to the environmental review documents prepared for alternative water

DocuSign Envelope ID: D355E62B-A231-4A34-9F14-94CF5C30F286

supply projects, including a desalination plant in Marina (approved by the Coastal Commission) and Pure Water Monterey expansion. It is anticipated the current moratorium will remain in effect throughout the HEU EIR process, such that water supply solutions may not rely upon lifting the moratorium, and creative solutions to water supply restrictions will be necessary to accommodate implementation of the proposed zoning changes. Policy-based mitigation measures to address potentially significant impacts, including as related to water supply availability, will be developed as needed.

In addition, impacts relating to wastewater/solid waste generation will be discussed. Policy-based mitigation will be identified as needed.

Wildfire

Pacific Grove contains some land designated within a Very High Fire Hazard Severity Zone , along the city's southern boundary. Some of the identified housing sites are either in or immediately adjacent to a Fire Hazard Severity Zone. Additional fire hazards are present in wooded areas within the city. This section will describe the location of Fire Hazard Severity Zones within or near the city. Wildfire risk will be assessed, consistent with OPR's lates guidelines related to wildfire hazards. As necessary, policy-based mitigation measures will be developed to address identified significant impacts.

3.7 Screencheck Draft EIR

Rincon will address one round of City comments on the ADEIR and prepare a Screencheck Draft EIR. All comments from the City, including City's legal counsel, will be provided as a consolidated set of comments in editable electronic format (i.e., as tracked changes in Microsoft Word). City staff will be responsible for reconciling conflicting comments prior to being sent to Rincon. For the purpose of cost estimating, it is assumed that addressing City and legal comments on the ADEIR will require no more than 80 professional staff hours, including meeting and coordination regarding the approach to addressing comments. If additional effort is needed, a scope amendment may be required. The Screencheck Draft EIR will be submitted to the City in Microsoft Word with track changes retained.

3.8 Public Draft EIR

Once the City approves the Screencheck Draft EIR, Rincon will prepare the Draft EIR for public circulation. To maintain momentum in the project schedule and provide cost efficiency, we assume City comments will be minimal at this stage and will focus on any new content in the Screencheck Draft EIR (i.e., track changes).

Rincon will prepare required noticing forms, including the Notice of Completion (NOC), Notice of Availability (NOA), and OPR's Summary Form for Electronic Document Submittal, for City and legal review. Rincon will address one round of comments on the forms. Rincon will be responsible for submitting documents through the digital CEQASubmit platform and filing the NOA with the Monterey County Clerk's office. It is assumed the City will be responsible for required newspaper ads and other public noticing of the document's availability, such as radius label mailing or onsite posting. As required by State law, the Public Draft EIR will require at least a 45-day public review period. Rincon will provide two hard copies of the Public Draft EIR for

DocuSign Envelope ID: D355E62B-A231-4A34-9F14-94CF5C30F286

posting at the City offices and Pacific Grove Public Library and will provide a digital version in Adobe PDF suitable for printing and for posting to the City's website.

3.9 Response to Comments and Administrative Final EIR

Upon receipt of public comments on the Draft EIR, Rincon will prepare draft response to comments and an Administrative Final EIR for review by the City. This scope of work assumes up to 20 comment letters containing comments on the content of the CEQA document will be received, including five lengthy (over five pages) and/or substantive letters, all of which can be adequately responded to in a maximum of 150 professional staff hours.

Comment letters that solely express support or opposition to the HEU would not count against the 20-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. If the number of comment letters and the effort to prepare responses is greater than anticipated, Rincon will notify City staff immediately and discuss options to amend our scope of work and budget as necessary.

Rincon will address one round of consolidated City and legal comments, to be provided in editable format, on the draft Responses to Comments and prepare a Screencheck Responses to Comments, in Microsoft Word with edits shown in track changes. Upon City review and approval of the Screencheck, Rincon will submit the Final EIR for hearing in Adobe PDF format.

3.10 Mitigation Monitoring and Reporting Program

Concurrent with Task 3.8, Rincon will prepare a Mitigation Monitoring and Reporting Plan (MMRP), which will be bound separately from the Final EIR. The MMRP will be provided in a format designed for use by planners, environmental monitors, or code enforcement officers. Essentially, this plan will take the form of a detailed table that describes:

- Persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

The final version of the MMRP will be incorporated as an appendix to the Final EIR.

3.11 Final EIR

After receipt of City comments on the Administrative Final EIR (Task 3.9) and MMRP (Task 3.10), Rincon will prepare a Screencheck Final EIR for City staff review and confirmation followed by a Final Program EIR after incorporating comments from City staff. Rincon will prepare a draft Notice of Determination (NOD) for City approval. Rincon staff will file with the County Clerk and State Clearinghouse within five working days of HEU adoption. It is assumed that the City will pay all applicable fees associated with filing the NOD at the County Clerk,

DocuSign Envelope ID: D355E62B-A231-4A34-9F14-94CF5C30F286

including payment of the CDFW CEQA filing fee. Rincon will provide two hard copies of the Final EIR for placement at the City offices and Pacific Grove Public Library.

3.12 CEQA Findings, Statement of Overriding Considerations, and Resolution

Rincon will prepare the CEQA Findings and Statement of Overriding Considerations (if a significant and unavoidable impact is identified) for the project based on the impact conclusions of the EIR, based on a template provided by the City. The Draft CEQA Findings will be submitted alongside the Final EIR, and will contain a discussion of alternatives, including the rationale for rejecting any of the analyzed alternatives, using in part the project objectives. This scope of work assumes if alternatives are determined to be infeasible due to financial considerations, or that the Statement of Overriding Considerations relies on specific economic or financial factors, any available corresponding financial data to support these conclusions will be provided by the City. This task will comply with CEQA Guidelines Sections 15091 and 15093 and will be submitted in a City-approved electronic format. Rincon will prepare an administrative draft version of the CEQA Findings for City and legal review, will address one round of consolidated comments, and submit a final document version digitally.

Rincon will also prepare the draft CEQA Resolution for City and legal review and comment. The CEQA Resolution will be prepared in accordance with the City's required format. The CEQA Resolution will incorporate the CEQA Findings and, if applicable, the Statement of Overriding Considerations. Rincon will address one round of consolidated comments and submit a final document version digitally.

3.13 Administrative Record

Rincon will maintain the Administrative Record for this project. Maintenance of an accurate and comprehensive administrative record is important for the defensibility of the EIR, should it be challenged. Rincon will develop a work plan at the outset that instructs internal staff on the way in which the Administrative Record will be developed and maintained. As sources are referenced in each section of the report, they are logged in an index containing a hyper-linked cross-reference to the individual source files, copies of which are maintained on company servers. These include, for example, guidance documents, websites, correspondence, and technical memoranda. The index and source files will be supplied digitally alongside the Final EIR.

3.14 Legal Review

Rincon has on staff a qualified legal team with more than 45 years combined experience in land use, long-range planning, CEQA review, and CEQA litigation. Such experience allows Rincon to provide trusted, substantive review of key documents, including the Public Draft EIR and Final EIR, to provide legal adequacy and a sound basis for a defense during legal challenge. Rincon's legal team also provides strong support for responding to comments on the environmental and land use documents and in addressing identified concerns raised in late correspondence prior to the public hearings.

With careful consideration as to how each step of the process may ultimately affect the outcome and impact on the community perception, Rincon can provide thoughtful analysis on the best approach to take for any unique or potentially controversial issue, with the legal team participating

on an as needed basis for planning calls and internal discussion and review. This scope includes legal review of the Draft EIR and Final EIR, to be conducted prior to City review of the Administrative Draft version of the documents.

A total of 20 staff hours is included in this task for legal review. An additional 10 staff hours are included for meetings and coordination by Rincon's legal team. Additional legal review can be provided on a time and materials basis to provide a more thorough review of specific topic areas as requested by the City.

3.15 EIR Project Management and Coordination

This task includes management and coordination through the duration of the project, including coordination with the City and internal project team, project oversight, and EIR budget and schedule management. Project accounting, including billing and accounts receivable efforts, is accounted for in Task 2.9. Rincon's EIR Project Manager will attend biweekly meetings with City staff during preparation of the EIR, to be held concurrent with the Zoning and General Plan team meetings. This proposal assumes attendance at up to 26 meetings held via conference call, lasting approximately 1 hour each. Rincon's EIR Principal-in-Charge and technical staff will attend meetings as needed, for up to 10 meetings each. Legal counsel will attend up to 5 meetings under this task.

Deliverables

Administrative/working drafts will be provided in Microsoft Word and/or Adobe PDF. Revised documents will be provided in Microsoft Word with edits shown in track changes. Adobe PDF documents will be provided for public draft and final documents and shared via email and through the SharePoint site as part of the final administrative record.

- Draft and Final Notice of Preparation (Microsoft Word and Adobe PDF)
- Scoping Meeting materials (e.g., agenda, presentation)
- Attendance (two Rincon staff members) at an in-person Scoping Meeting
- ADEIR (Microsoft Word)
- Screencheck Draft EIR (Microsoft Word with track changes retained)
- Public Draft EIR (two hard copies, Adobe PDF copy with user-friendly cross-reference hyperlinks)
- Draft and Final CEQA Notices, including the NOC for the NOP submittal and the NOC, NOA, and OPR's Summary Form for the Public Draft Program EIR submittal
- Draft and Final Response to Comments (Microsoft Word)
- Draft and Final MMRP (digital files)
- Screencheck Final EIR (Microsoft Word with track changes retained)
- Final Program EIR (two hard copies, Adobe PDF copy with user-friendly cross-reference hyperlinks)
- Draft and Final CEQA Findings and Statement of Overriding Considerations (digital files)
- Notice of Determination (Adobe PDF)
- Administrative Record

Task 3 Assumptions

This scope of work incorporates the following assumptions:

- The November 2023 Draft Housing Element will form the basis of the EIR project description, and associated buildout projections will be stable for the duration of the work scope.
- Comments from the City, including City's legal counsel, on all deliverables will be provided as a consolidated set of comments in editable electronic format (i.e., as tracked changes in Microsoft Word). All comments will clearly indicate the requested changes. City staff will be responsible for reconciling conflicting comments prior to being sent to Rincon. To maintain momentum in the project schedule and provide cost efficiency, we assume City and legal comments will focus on any new content in the previous version of the deliverable, and new comments on previously submitted content will be minimal.
- In addition to the No Project Alternative, up to three build alternatives will be presented to reduce potential impacts.
- Up to 20 comment letters containing comments on the content of the EIR will be received, including five lengthy (over five pages) and/or substantive letters, all of which can be adequately responded to in a maximum of 150 professional staff hours. Comment letters that solely express support or opposition to the HEU would not count against the 20-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. If the number of comment letters and the effort to prepare responses is greater than anticipated, Rincon will notify City staff immediately and discuss options to amend our scope of work and budget as necessary.
- Rincon's EIR Project Manager will attend biweekly meetings with City staff during preparation of the EIR. This proposal assumes attendance at up to 26 meetings held via conference call, lasting an average of 45 minutes each.
- The City will be responsible for payment of newspaper filing fees as well as the County Clerk and California Department of Fish and Wildlife filing fees.
- Rincon will provide two hard copies each of the Draft EIR and Final EIR.

Task 4 Public Hearings

This task provides a budgeted allowance for the Rincon team to assist City staff in preparing for and attending public hearings for the zoning ordinance amendments, general plan updates, and EIR. For purposes of this proposal, we have assumed the following participation:

- Two Planning Commission Hearings (virtual)

- Two City Council Hearings (one in-person, one virtual)

Estimated Timeline

We understand the City desires an expedited timeline for the EIR. Rincon has an excellent reputation for adhering to schedules and meeting milestones. Though aggressive, we believe portions of the timeline within Rincon's control to be achievable. Our proposed timeline is outlined below. The ability to meet this schedule depends on City staff commitment to expedited review times as well as staff's ability to facilitate a timely process with the public, internal staff, and decision makers, as well as other factors outside of Rincon's control. If additional rounds of review are requested prior to release of the Draft EIR or if substantive revisions are required in response to legal comments, the Draft EIR release date may be extended. In addition, if a substantial number of public comment letters are received or if the technical and legal sophistication of comments exceed assumptions made herein, additional time to prepare responses to comments will be required.

Task	Timeframe	Anticipated Dates
Amendment Request Approval	1 day	December 6, 2023
Formal Amendment Authorization	1 day	December 20, 2023
Task 3.1 CEQA Kickoff Meeting	1 day	January 5, 2024
Task 3.2 Notice of Preparation (NOP)	1 week	January 12, 2024
City Review[1] NOP	1 week	January 19, 2024
Finalize and Publish NOP	1 week	January 26, 2024
NOP Comment Period	30 days	January 26 – February 26, 2024[2]
Task 3.3 Project Description	2 weeks (from NOP publishing)	February 9, 2024
City Review Project Description	1 week	February 16,2024
Finalize Project Description[3]	1 week	February 23, 2024
Task 3.4 Scoping Meeting	1 day	Mid-February 2024
Task 3.5 AB 42 and SB 18 Consultation Assistance	-	February-April 2024
Task 3.6 Administrative Draft EIR	10 weeks (from NOP publishing)	April 5, 2024
City Review Administrative Draft EIR	3 weeks	April 26, 2024
Task 3.7 Screencheck EIR	3 weeks	May 17, 2024
City Review Screencheck EIR	2 weeks	May 31, 2024
Task 3.8 Public Draft EIR	1 week	June 7, 2024
Public Comment Period	45 Days	June 10 – July 25, 2024
Task 3.9 Responses to Comments and Administrative Final EIR	4 weeks	August 22, 2024
City Review Responses to Comments and Administrative Final EIR	2 weeks	September 5, 2024
Task 3.10 Mitigation Monitoring and Reporting Program (MMRP)	1 week	September 12, 2024
Task 3.11 Final EIR	2 weeks (from City review)	September 19, 2024
Task 3.12 CEQA Findings, Statement of Overriding Considerations, and Resolution	Concurrent with Task 3.11	September 19, 2024
City Review Findings/SOC/Resolution	1 week	September 26, 2024
Finalize CEQA Findings, Statement of Overriding Considerations, and Resolution	1 week	October 3, 2024
Planning Commission Hearings (2)	-	November 2024
City Council Hearings (2)	-	December 2024

EXHIBIT B

FEE SCHEDULE

Cost Proposal

Rincon can complete the proposed work program for a cost of **$952,708.20**. A breakdown of cost by task is summarized in the table on the next page. Costs have been allocated to tasks based upon Rincon's proposed approach. Rincon may reallocate costs among tasks and/or direct costs as circumstances warrant so long as the adjustments maintain the total price within its authorized amount. All services would be provided on a time and expense reimbursement basis and will be billed in accordance with our standard fee schedule for professional services. Rincon's current fee schedule is attached. The City will be notified of any increases in Rincon's standard fees prior to their implementation. Rincon agrees that fees will not be increased more than once per year.

DocuSign Envelope ID: D355E62B-A231-4A34-9F14-94CF5C30F286

RINCON CONSULTANTS, INC.
23-14477 Pacific Grove Housing Element Update
Cost Estimate

	Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 2: Zoning Ordinance Amendments and General Plan Updates		1,453.00	321,608.00	111,861.20	433,469.20
2.1 Zoning Map Amendments		30.00	6,346.00	0.00	6,346.00
2.2 Zoned Capacity and State Mandated Streamlining		40.00	9,400.00	58,116.00	67,516.00
2.3 Residential/Mixed Use Rezoning and Housing Program Implementation		323.00	72,555.00	0.00	72,555.00
2.4 Land Use Element Consistency Updates		295.00	63,325.00	0.00	63,325.00
2.5 SB 99 Accessibility Analysis and AB 747 Evacuation Route Capacity Analysis		10.00	2,848.00	52,745.20	55,593.20
2.6 Climate Vulnerability Assessment		118.00	25,332.00	0.00	25,332.00
2.7 Health and Safety Element Update		276.00	57,932.00	0.00	57,932.00
2.8 Community Workshops		96.00	23,344.00	1,000.00	24,344.00
2.9 Zoning and General Plan Project Management and Coordination		265.00	60,526.00	0.00	60,526.00
Task 3: Environmental Impact Report		1,596.00	341,977.00	137,014.00	478,991.00
3.1 CEQA Kickoff Meeting		10.00	2,538.00	0.00	2,538.00
3.2 Notice of Preparation		12.00	2,648.00	0.00	2,648.00
3.3 Project Description		25.00	5,127.00	0.00	5,127.00
3.4 Scoping Meeting		28.00	6,596.00	790.00	7,386.00
3.5 AB 52 and SB 18 Consultation Assistance		18.00	4,134.00	0.00	4,134.00
3.6 Administrative Draft EIR		895.00	185,052.00	134,966.00	320,018.00
3.7 Screencheck Draft EIR		80.00	16,852.00	0.00	16,852.00
3.8 Public Draft EIR		58.00	11,306.00	674.00	11,980.00
3.9 Responses to Comments and Administrative Final EIR		150.00	32,140.00	0.00	32,140.00
3.10 Mitigation Monitoring and Reporting Program		17.00	3,365.00	0.00	3,365.00
3.11 Final EIR		47.00	10,248.00	584.00	10,832.00
3.12 CEQA Findings, Statement of Overriding Considerations, and Resolution		39.00	7,815.00	0.00	7,815.00
3.13 Administrative Record		26.00	5,566.00	0.00	5,566.00
3.14 Legal Review		30.00	8,460.00	0.00	8,460.00
3.15 EIR Project Management and Coordination		161.00	40,130.00	0.00	40,130.00

RINCON CONSULTANTS, INC.

23-14477 Pacific Grove Housing Element Update

Cost Estimate

Task 4: Public Hearings	158.00	38,574.00	1,674.00	40,248.00
Planning Commission Hearings (2 virtual)	40.00	9,692.00	0.00	9,692.00
City Council Hearings (1 in person, 1 virtual)	118.00	28,882.00	1,674.00	30,556.00
Project Total	**3,207.00**	**702,159.00**	**250,549.20**	**952,708.20**

DocuSign Envelope ID: D355E62B-A231-4A34-9F14-94CF5C30F286



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2024 – December 31, 2024
Senior Principal	$319
Principal	$307
Director	$307
Senior Supervisor II	$292
Supervisor I	$272
Senior Professional II	$255
Senior Professional I	$238
Professional IV	$211
Professional III	$196
Professional II	$174
Professional I	$155
Associate III	$130
Associate II	$117
Associate I	$109
Field Technician	$94
Data Solutions Architect	$196
Senior GIS Specialist	$187
GIS/CADD Specialist II	$167
GIS/CADD Specialist I	$150
Technical Editor	$147
Project Accountant	$125
Billing Specialist	$107
Publishing Specialist	$120
Clerical	$107

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	$0.25 (single-sided), $0.45 (double-sided)
Photocopies – Color	$1.55 (single-sided), $3.10 (double-sided)
Photocopies – 11" by 17"	$0.55 (B/W), $3.40 (color)
Oversized Maps	$8.50/square foot
Digital Production	$15/CD, $20/flash drive
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective January 1, 2024

rincon

Rincon Consultants, Inc.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$160
Four Gas Monitor	$137
Flame Ionization Detector	$110
Photo Ionization Detector	$82
Hand Auger Sampler	$62
Water Level Indicator, DC Purge Pump	$46
CAPDash	$7,500
Natural Resources Field Equipment	
UAS Drone	$300
Spotting or Fiberoptic Scope	$170
Pettersson Bat Ultrasound Detector/Recording Equipment	$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$113
GPS (Submeter Accuracy)	$67
Infrared Sensor Digital Camera or Computer Field Equipment	$57
Scent Station	$23
Laser Rangefinder/Altitude	$11
Pitfall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
Mammal Trap, Large/Small	$1.55/$0.55
Water and Marine Resources Equipment	
Boat (20-foot Boston Whaler or Similar)	$800
Multiparameter Sonde (Temperature, Conductivity, Turbidity, DO, pH) with GPS	$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$62
Refractometer (Salinity) or Turbidity Meter	$38
Large Block Nets	$114
Minnow Trap	$98
Net, Hand/Large Seine	$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$57
Underwater and Marine Sampling Gear (Photo/Video Camera, Scuba Equipment [Tanks, BCD, Regulators, Wetsuits, etc.])	$57/diver
Marine Field Package (Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$100
Insurance, Hazard, and Fees	
Historic Research Fees	$55
L&H Dive Insurance	$57/diver
Level C Health and Safety	$70/person

Effective January 1, 2024

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Staphany Arriola, Management Analyst (Confidential)

MEETING DATE: September 18, 2024

SUBJECT: Pure Water Monterey Presentation

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

RECOMMENDATION

Receive presentation.

Attachments

PWM Update

COOPERATIVE WATER SOLUTIONS

FOR A SAFE, RESILIENT COMMUNITY



Monterey One Water

Pure Water Monterey

Base Project: 3,500 Acre Feet Per Year

First Water
Injection into the Seaside Groundwater Basin began in February 2020

Operational Reserve
Minimum requirement for base project (1,750 AF) met in June 2023

Injection
Total Year to Date – 15,700 AF
Total Operational Reserve – 2,189 AF
No significant outages in 4+ years of operation

Base Project Cost
Total: $148 M
Grant Funding: $39 M

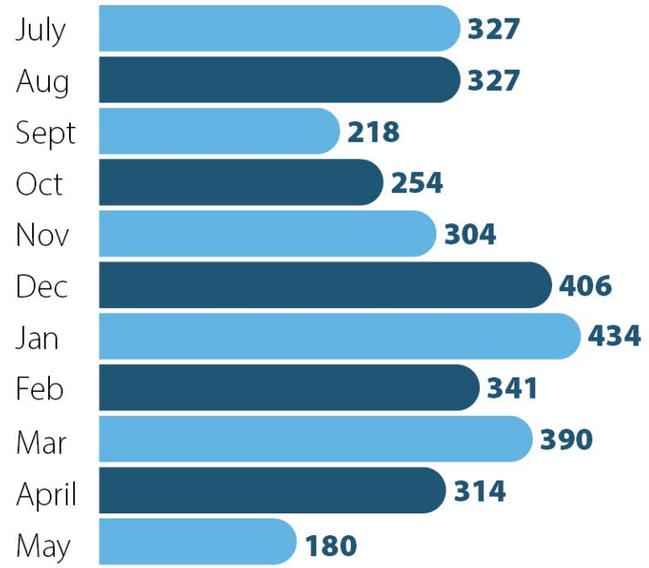




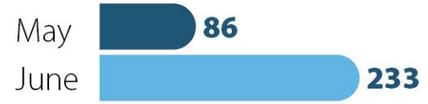
FY 2023–2024

TOTAL PRODUCTION: 3,819 ACRE FEET

INJECTION FOR POTABLE USE:
3,500 Acre Feet



INJECTION FOR OPERATIONAL RESERVE:
319 Acre Feet

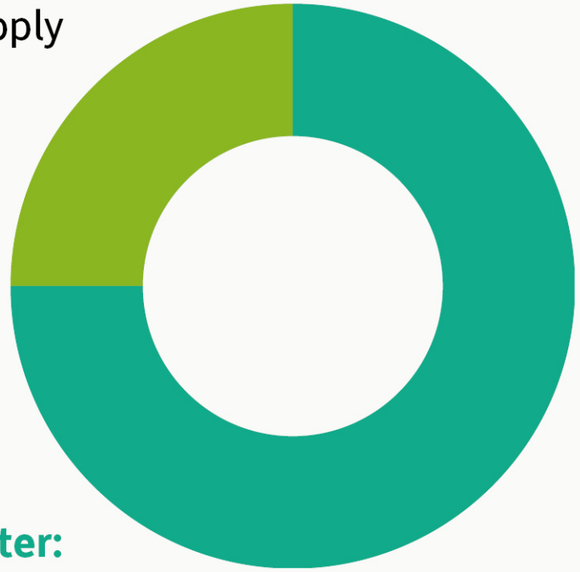




A CHANGING WATER SUPPLY

Historic Sources

Groundwater: Seaside Basin
25% of supply



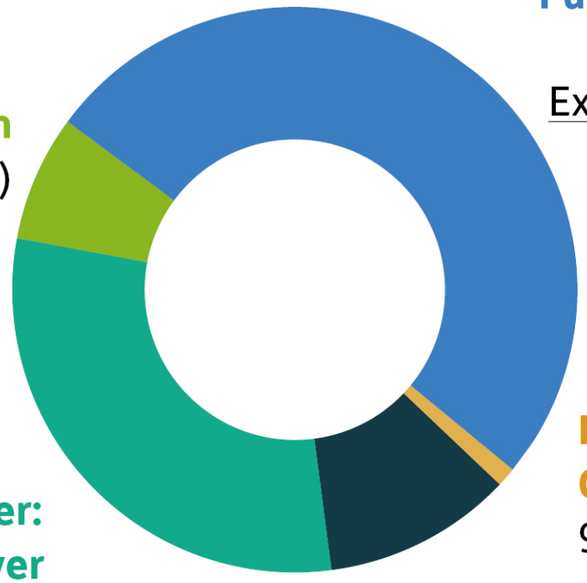
Surface Water: Carmel River
75% of supply

New Supply Portfolio

ANNUAL TOTAL: 11,294 AFY

Potable Reuse: Pure Water Monterey
Base: 3,500 AFY
Expansion: 2,250 AFY
Total: 5,750 AFY (51%)

Groundwater: Seaside Basin
774 AFY (7%)



Desalination: City of Sand City
94 AFY (1%)

Surface Water: Carmel River
3,376 AFY (30%)

Aquifer Storage & Recovery
1,300 AFY (12%)

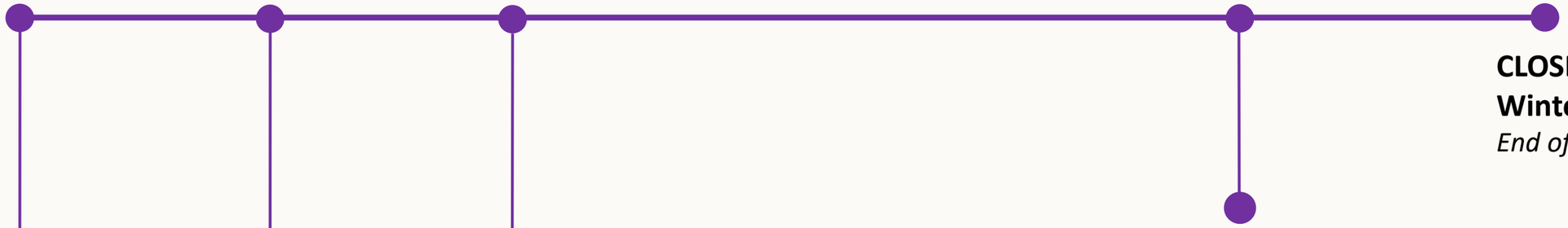
Desalination also under consideration by private water purveyor

Pure Water Monterey

Expansion Project: Additional 2,250 Acre Feet Per Year

TWO COMPONENTS
Advanced Water Purification Facility (AWPF): 20% Complete
Injection Wells: 40% Complete

PROJECT COST
Total: $69 M
Grant Funding: $42 M



FUNDING
Spring 2023
US EPA (WIFIA) loan

PERMITTING
Spring 2023 – Summer 2025
Permitting and compliance

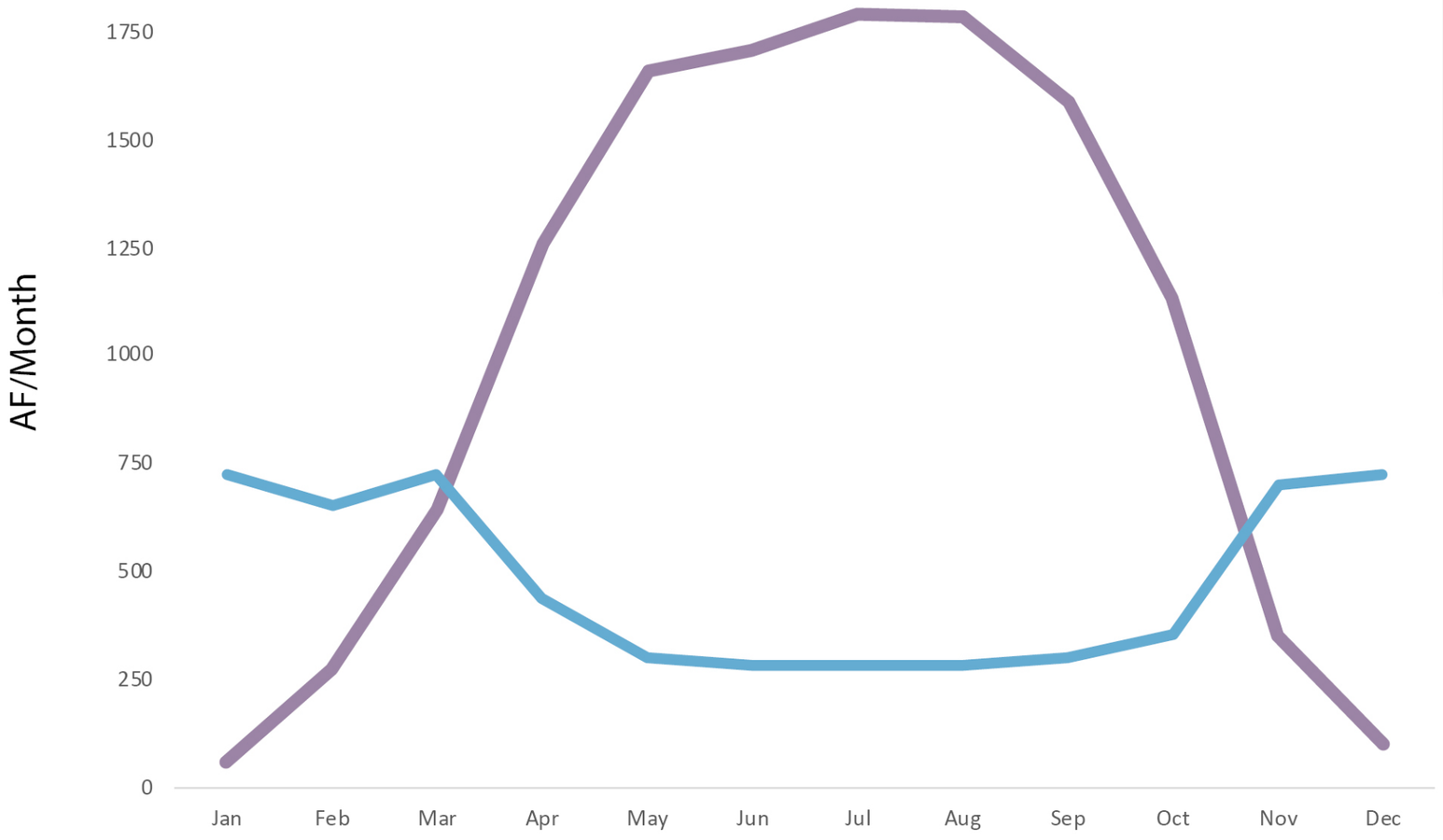
CONSTRUCTION
Summer 2023 – Spring 2025
AWPF: ~Feb 2025
Injection Wells: ~June 2025

TESTING/STARTUP
Spring – Fall/Winter 2025
First Water: ~Sept 2025

CLOSEOUT
Winter 2025
End of 2025

Pure Water Monterey Expansion

Design: Peaking Plant



PWM PRODUCTION CAPACITY: 23.3 AF PER DAY

Consistent Production: 15.8 AF per day

-vs-

Peaking Production: Variable up to 23.3 AF per day based on CSIP demands and water rights

Recycled Water: Agriculture
25-Year Monthly Average

Pure Water Monterey
Varied monthly production for annual total of 5,750 AF

RENEWABLE ENERGY PORTFOLIO

Energy Reliability • Inter-Agency Collaboration • Utility Sustainability

MONTEREY ONE WATER

Increased Supply | Current Supply | New Supply



LANDFILL GAS / VEHICLE FUEL



ORGANICS TO ENERGY (O2E)

- Anaerobic Digestion
- New O2E Technologies



SOLAR



BATTERY STORAGE



WIND

Increased Supply | Increased Supply | New Supply | New Supply | New Supply

REGEN MONTEREY

Monterey One Water
Providing Cooperative Water Solutions

THANK YOU

Paul A. Sciuto
General Manager