



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING AGENDA

Wednesday, October 16, 2024, 5:00 P.M.

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

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

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

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

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AGENDA

CALL TO ORDER

APPROVAL OF AGENDA

SPECIAL MEETING

PUBLIC COMMENT ON CLOSED SESSION MATTERS

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

1. Written Public Comment
 - A. Conference with Legal Counsel - Existing Litigation (54956.9(d)(1)
Jackson Sherry v. City of Pacific Grove
United States District Court Civil Action No. 5:24-cv-04166-SVK

ADJOURNMENT



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, October 16, 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.

APPEARING TELEPHONICALLY:

Mayor Pro Tem Nick Smith

Hyatt Centric The Pike Long Beach

Maritime Room

285 Bay St,

Long Beach, CA 90802

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AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Mayor Peake

1. APPROVAL OF AGENDA

2. PRESENTATIONS

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

A. Report on Closed Session by City Attorney

B. Other

4. GENERAL PUBLIC COMMENT

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

A. Written General Public Comment

CONSENT AGENDA

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

5. APPROVAL OF CITY COUNCIL MEETING MINUTES

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

A. Minutes of the October 2, 2024 Special and Regular Meetings **PG 8**

Reference: Sandra Kandell, City Clerk

Recommended Action: Approve minutes.

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

6. **RESOLUTIONS**

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

7. **ORDINANCES**

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

- A. Ordinance Amending Chapter 7.40 of the City's Municipal Code to Increase Short-Term Rental Penalties in Accordance with SB 60 **PG 15**

Reference: Matthew Mogensen, City Manager

Recommended Action: Hold second reading and adopt an Ordinance Amending Chapter 7.40 of the City's Municipal Code to Increase Short-Term Rental Penalties in Accordance with SB 60.

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

8. **REPORTS – INFORMATION ONLY**

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

- A. Core Revenue Report for September 2024 **PG 31**

Reference: Lori Frati, Finance Manager

Recommended Action:

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

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

- B. Check Register for September 2024 **PG 34**

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

9. **REPORTS – REQUIRING ACTION**

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

A. On-Call Concrete Contractor **PG 61**

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Motion to authorize an agreement with Monterey Peninsula Engineering for on-call concrete services agreement in an amount not to exceed \$75,000 with one (1) option to extend via mutual letter for one additional year.
2. Alternatively, discuss and take other action.

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

B. Agreement with 4Leaf for On-Call Traffic Engineering Services **PG 63**

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action:

1. Motion to authorize the Mayor to sign extensions of the Professional Services Agreement with 4Leaf for On-Call Traffic Engineering Services.
2. Alternatively, discuss and take other action related to this item.

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

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

Items pulled from this section will be placed under 13. New Business

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. ATC Hotel Project: Adoption of Uncodified Ordinance Conditionally Ordering Vacation of Portion of Sloat Avenue and Proposed Agreement For Purchase Of Right-Of-Way and Joint Escrow Instructions for Sloat Avenue **PG 81**

Reference: Brian Pierik, City Attorney

Recommended Action:

1. Motion to Adopt Uncodified Ordinance Conditionally Ordering Vacation of Portion of Sloat Avenue as described in Attachment 1.
2. Motion to authorize the Mayor to sign Proposed Agreement For Purchase Of Right-Of-Way and Joint Escrow Instructions for Portion of Sloat Avenue as described in Attachment 2.

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

12. **UNFINISHED AND ONGOING BUSINESS**

- A. Schedule of Public Hearings to Establish District Boundaries to Transition from the City of Pacific Grove City Council At-Large Election System to a District-Based City Council Election System **PG 139**

Reference: Matthew Mogensen, City Manager

Recommended Action:

1. Receive and file Schedule of Public Hearings to Establish District Boundaries to Transition from the City of Pacific Grove City Council At-Large Election System to a District-Based City Council Election System in accordance with California Elections Code § 10010
2. Alternatively, discuss and take other action related to this item.

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

13. **NEW BUSINESS**

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

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



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk/DEI Coordinator
MEETING DATE: October 16, 2024
SUBJECT: Minutes of the October 2, 2024 Special and Regular Meetings
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve minutes.

Attachments

Draft Minutes 10-2-24



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING

Wednesday, October 2, 2024, 5:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

CALL TO ORDER

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

APPROVAL OF AGENDA

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

SPECIAL MEETING

PUBLIC COMMENT ON CLOSED SESSION MATTERS

Public comments received from Jane Haines, Anthony Ciani, and Inge Lorentzen Daumer.

1. Written Public Comment
 - A. Conference with Real Property Negotiators (Government Code § 54956.8)
Property: Sloat Avenue between Eardley Avenue and Dewey Avenue Agency
Negotiator(s): Matthew Mogensen, City Manager
Negotiating Party(ies): Foursome Development Company and CCS Pacific Grove Manager, LLC and Comstock
Under negotiation: Price and terms of payment



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, October 2, 2024, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

https://www.cityofpacificgrove.org/Zoom_CC

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE:

Councilmember Amelio led the pledge of allegiance.

1. APPROVAL OF AGENDA

Action: Mayor Peake recommended that Regular Agenda item 12B be tabled to a date uncertain due to the donor pulling their application.

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

2. PRESENTATIONS

A. Mayor's Proclamation: Museum Foundation

Action: Received the proclamation.

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

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

A. Report on Closed Session by City Attorney

Conference with Real Property Negotiators (Government Code § 54956.8) Property: Sloat Avenue between Eardley Avenue and Dewey Avenue Agency Negotiator(s): Matthew Mogensen, City Manager

Negotiating Party(ies): Foursome Development Company and CCS Pacific Grove Manager, LLC and Comstock

Under negotiation: Price and terms of payment

City Attorney Brian Pierik reported no action was taken.

B. Council and staff made general announcements.

4. GENERAL PUBLIC COMMENT

General public comment received from Jill Kleiss, Susan Goldbeck, Madeleine Clark,

Mike Gibbs, Vince Tuminello, Acting Police Chief Brian Anderson, Carmelita Garcia, and Dixie Layne.

- A. Written General Public Comment

CONSENT AGENDA

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

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

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

- A. Minutes of the September 4, 2024, City Council Regular Meeting

Action: Approved minutes.

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

- B. Minutes of the September 18, 2024 City Council Regular Meeting

Action: Approved minutes.

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

6. **RESOLUTIONS**

- A. Resolution Authorizing Investment of Monies in the Local Agency Investment Fund (LAIF)

Action: Rescinded Resolution 23-010; and approved Resolution No. 24-041 authorizing the investment of monies in the Local Agency Investment Fund (LAIF).

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

7. **ORDINANCES**

- A. Ordinance Amending the Operating and Capital Budget for the Fiscal Year (FY) 2024-25

Action: Held second reading and adopted Ordinance No. 24-015 amending the operating and capital budget for the Fiscal Year (FY) 2024-25.

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

8. **REPORTS – INFORMATION ONLY**

- A. Housing Element Monthly Status Update

Action: Received the report.

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

- B. Climate Action and Adaptation Planning Committee *This item was pulled and considered immediately after the Consent Agenda.*

Reference: Climate Action and Planning Committee Chair Lori McDonnell and Vice-Chair Cathy Wooten

Action: Receive report on Climate Action and Adaptation Planning Committee status.

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

9. **REPORTS – REQUIRING ACTION**

A. Contract Amendment for Professional Services

Action: Approved Amendment #1 to the Professional Services Agreement with Catacutan Consulting, LLC., increasing the previously approved contract by \$50,000 for a total not to exceed amount of \$150,000.

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

B. David Avenue Sidewalk Project (CIP23-21) – Award of Contract

Action: Awarded an agreement with JMS Cement Contractors, Inc. in an amount not to exceed \$510,020 plus a 10% contingency.

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

C. Boards, Commissions and Committee Appointments

Action: Approved appointments of Roger O'Sullivan to Recreation Board ending January 31, 2029 and Greg Marshall to the Economic Development Commission ending January 31, 2027.

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

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

A. Architectural Review Board Meeting Minutes: May 15, 2024, June 11, 2024, and July 9, 2024

Action: Received minutes.

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

B. Planning Commission Meeting Minutes: January 2024 through July 2024

Action: Received minutes.

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

8.B. Climate Action and Adaptation Planning Committee

Public comment received from Mike Gibbs and Vince Tuminello.

Action: Received report on Climate Action and Adaptation Planning Committee status.

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

REGULAR AGENDA

11. **PUBLIC HEARINGS**

A. Introduction of Proposed Ordinance Amending Chapter 7.40 of the City's Municipal Code to Increase Short-Term Rental Penalties in Accordance with SB 60
No public comment received.

Action: Upon motion by Councilmember Coletti and seconded by Councilmember Beck, Council voted 7-0 to

1. Request the City Attorney read the title of the ordinance;
2. Motion to waive further reading of the ordinance;
3. Introduce and hold first reading of an Ordinance Amending Chapter 7.40 of the City's Municipal Code to Increase Short-Term Rental Penalties in Accordance with SB 60; and
4. Direct a summary of the proposed ordinance be published as approved by the City Attorney.

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

12. **UNFINISHED AND ONGOING BUSINESS**

- A. Resolution Of The City Council Of The City Of Pacific Grove Declaring Its Intent To Initiate Procedures For A Transition From At-Large To District-Based Council Member Elections

Public comment received from Mike Gibbs and Dixie Layne.

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

1. Adopt Resolution Of The City Council Of The City Of Pacific Grove Declaring Its Intent To Initiate Procedures For A Transition From At-Large To District-Based Council Member Elections (Resolution No. 24-042.)
2. Direct the City Manager to develop a tentative timeline for conducting public hearings, formulating proposed district maps scenarios and election sequencing, and present a draft ordinance to the City Council for action.
3. Authorize the Mayor to sign an Agreement with LULAC to extend the date to complete the transition to district-based elections within the safe harbor provisions of Elections Code Section 10010 to March 31, 2025 provided that LULAC agrees to such an extension.
4. Authorize the Mayor to sign a First Amendment to City of Pacific Grove Professional Services Agreement with National Demographic Corporation for further Demographer Services in an amount not to exceed \$49,000.

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

- B. "The Butterflies" Art Donation Subcommittee Report *During the Approval of the Agneda, this item was tabled to a date uncertain due to the donor pulling their application.*

Reference: Debby Beck and Luke Coletti, Councilmembers

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

13. **NEW BUSINESS**

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

Council adjourned the special and regular meetings at 7:26 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor: _____ Date _____

Attest by City Manager: _____ Date _____

DRAFT



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Matthew Mogensen, City Manager
MEETING DATE: October 16, 2024
SUBJECT: Ordinance Amending Chapter 7.40 of the City's Municipal Code to Increase Short-Term Rental Penalties in Accordance with SB 60
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Hold second reading and adopt an Ordinance Amending Chapter 7.40 of the City's Municipal Code to Increase Short-Term Rental Penalties in Accordance with SB 60.

DISCUSSION

There were no substantive changes between the first and second readings of this ordinance. The City Clerk caused a summary of the ordinance to be published on October 10, 2024.

On July 17, 2024, there was an Agenda Report prepared by Councilmember Luke Coletti regarding a proposed Ordinance to amend the City's Municipal Code to increase short-term rental penalties in accordance with SB 60 which is codified in Government Code Section 36900. Attachment 1 to this Agenda Report is the July 17, 2024 Agenda Report and Attachment 1 (Proposed Ordinance) and Attachment 2 (Government Code Section 36900). This Agenda item was continued to the City Council meeting on August 7, 2024.

On August 7, 2024, the City Council gave direction to the City Manager to return to the Council with a draft ordinance amending Chapter 7.40 of the City's Municipal Code to increase short-term rental penalties in accordance with SB 60.

Attachment 2 to this Agenda Report is a proposed Ordinance which would amend Chapter 7.40 of the City's Municipal Code to increase short-term rental penalties in accordance with SB 60.

The recommended action is to request the City Attorney to read the title of the Ordinance and then waive further reading and introduce the Ordinance and direct a summary of the proposed ordinance be published as approved by the City Attorney.

OPTIONS

Provide alternative direction.

FINANCIAL IMPACT:

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

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

- 1 - AR July 17, 2024 and two Attachments
- 2 - Proposed Ordinance



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Councilmember Luke Coletti

MEETING DATE: July 17, 2024

SUBJECT: Proposed Ordinance Amending Chapter 7.40 of the City's Municipal Code to Increase Short-Term Rental Penalties in Accordance with SB 60

CEQA: Does not constitute a "Project" under California Environmental Quality Act (CEQA) Section 15378

RECOMMENDATION

Direct the City Manager to return within 60 days with a draft ordinance amending Chapter 7.40 of the City's Municipal Code to increase short-term rental penalties in accordance with SB 60. A proposed draft ordinance is attached (see Attachment-1).

DISCUSSION

California State Law and SB 60:

California Government [Section 36901](#) authorizes the legislative body of a city to impose fines, penalties, and forfeitures for violations of ordinances.

California Government Code [Section 36900](#) limits the maximum fine or penalty amounts for infractions, to \$100 for the first violation, \$200 for a 2nd violation of the same ordinance within one year of the first violation, and \$500 for each additional violation of the same ordinance within one year of the first violation. It also requires a city levying fines pursuant to these provisions to establish a process for granting a hardship waiver in certain cases. [Section 1.16.011](#) of the City's Municipal Code mirrors this graduated schedule of code infraction fines.

California State [Senate Bill 60](#) (SB 60) increased the maximum fine or penalty amount for violation of an ordinance relating to a residential short-term rental ordinance, that is an infraction and poses a threat to health or safety (e.g., excessive number of occupants), to \$1,500 for a first violation, \$3,000 for a 2nd violation of the same ordinance within one year, and \$5,000 for each additional violation of the same ordinance within one year of the first violation (see Attachment-2).

Pacific Grove Short-Term Rentals:

[Section 7.40.040](#) of the City's Municipal Code establishes the following occupancy limit for short-term rentals:

(c) Occupancy Limit. The maximum number of overnight occupants (aged 18 or older) allowed within an STR unit shall be two persons per bedroom, plus one additional person per STR unit. The maximum number of daytime (nonovernight) occupants shall be one and one-half times the maximum number of occupants allowed to stay overnight at the STR unit. The city has sole discretion to determine the final occupancy limit and number of vehicles to be permitted on the STR site. [Ord. 17-024 § 2, 2017].

City code enforcement efforts indicate some lawful short-term rentals are being advertised for occupancies in excess of this limit, which poses a threat to public health and safety.

Pacific Grove voters spoke loud and clear when they adopted [Measure M](#), a citizens' initiative that prohibits short-term rentals in all residential zoning districts outside of the coastal zone. Measure M includes the following voter-adopted finding:

The City May Adopt Additional Rules to Facilitate Effective Enforcement. *This Initiative is enforceable under existing provisions of the Pacific Grove Municipal Code. It does not constrain the City's authority to conduct code enforcement in the manner that best protects the welfare of the entire community.*

Operation of unlawful short-term rentals poses a threat to public health and safety.

Conclusion:

The proposed ordinance promotes public health and safety, compliance with existing law, and helps better protect the City's residential character, which is consistent with [Charter Article 5.5](#) and [General Plan Policy 1.5](#):

Article 5.5 Residential Character of the City *In the exercise of their duties, obligations and authorities, the Council, boards and commissions, officers and employees of the City shall be guided by the determination of the people that Pacific Grove is primarily a city of homes and that business and industry shall be compatible with its residential character.*

Policy 1.5 *Protect Pacific Grove's residential character by prohibiting the short-term (less than 30 consecutive calendar days) rental of residential property in residential zoning districts, except to the extent such use is allowed in the Coastal Zone under the Local Coastal Program. The Pacific Grove Municipal Code shall be consistent with this Policy.*

Therefore, the Pacific Grove City Council should implement short-term rental penalties consistent with California State Law. Several California cities have already done so.

OPTIONS

Provide alternative direction.

FISCAL IMPACT

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

GOAL ALIGNMENT

Not applicable.

ATTACHMENTS

1. Proposed Ordinance
2. Gov Code Section 36900

ORDINANCE NO. 24-XXX

AN ORDINANCE OF THE CITY OF PACIFIC GROVE AMENDING PACIFIC GROVE MUNICIPAL CODE CHAPTER 7.40 LIMITS ON SHORT-TERM RENTALS TO CLARIFY ENFORCEMENT OF INFRACTIONS

FACTS

1. The City of Pacific Grove is a Charter City.
2. The City of Pacific Grove enacted and presently implements a Short-Term Rental Program regulated by Pacific Grove Municipal Code (PGMC) Chapter 7.40, as adopted in 2017 by Ordinance. 17-024, and as amended in 2020 by Ordinance 20-027; and
3. In enacting its comprehensive code to regulate issuance of and conditions attached to short-term rental licenses the City Council found this regulatory program is necessary to protect the public health, safety, and welfare; and
4. Issues that require regulation of STRs include but are not limited to permitting, tax compliance, noise, parking, and occupancy, as well as host and platform obligations and responsibilities; and
5. This Ordinance further clarifies Chapter 7.40 of the Municipal Code in accord with SB 60 of 2021 as signed into law by Governor Newsom. SB 60 allows cities to impose a fine of up to \$5,000 for public and health and safety violations of a short-term rental ordinance; and
6. Adoption of this ordinance to Amend PGMC Chapter 7.40 does not constitute a “Project” Under California Environmental Quality Act (CEQA) Guidelines Section 15378 as it is an organizational or administrative activity of government 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 City Council hereby finds and determines the foregoing Facts to be true and correct and are therefore incorporated herein by reference.

SECTION 2. Section 7.40.130 “Definitions” of PGMC Title 7, Chapter 7.40 shall be amended by the addition of all text shown below in ***bold italics text***.

7.40.130 Definitions.

“Advertising” means signs, circulars, cards, telephone books, newspapers, magazines, posters, email, mobile applications, television, radio, or any other representation implying or stating the property is available for short-term rental use.

“Block” means as designated by Monterey County assessor.

“Block density” means STRs on a block divided by parcels on that block, expressed as a percentage.

“Block density limit” means block density of 15 percent.

The terms “owner,” “owner representative,” “person,” “remuneration,” “residential property,” “responsible tenant,” “transient,” “transient use,” “transient use of residential property,” and “transient use site” as used in this chapter shall be given the same definition as those terms in PGMC 23.64.350.

“Residential dwelling” is a term that shall mean a private structure designed and available for use and occupancy as a residence by one or more individuals. “Residential dwelling” does not include a commercially operated hotel, motel, bed and breakfast inn, or time-share property as specified.

“Short-term rental (STR)” is a term that shall mean a short-term rental unit that is rented for periods of less than 30 consecutive days for remuneration. ***This term shall include or any portion of a residential dwelling, that is rented to a person or persons for 30 consecutive days or less.***

“Short-term rental use” or “short-term occupancy” means the use, by any person, of residential property for transient lodging where the term of occupancy, possession, or tenancy of the property by the person entitled to such occupancy, possession, or tenancy is less than 30 consecutive calendar days.

“STR license” shall authorize the short-term rental use of an entire dwelling unit.

“STR site manager” shall mean the representative of the person or entity that owns an STR.

“Sun-setting” means a method in which licenses are discontinued. The sun-setting determination shall be the result of a lottery to ensure blocks are consistent with a block density limit of 15 percent.

“Zone of exclusion” shall mean the range of 55 feet from an existing STR parcel boundary. Any parcel that is located within the 55-foot zone of exclusion shall be ineligible for an STR license.

SECTION 3. Section 7.40.190 “Penalties” of PGMC Title 7, Chapter 7.40 shall be amended by the addition of all text shown below in ***bold italics text***.

7.40.190 Administrative Penalties.

Penalties as set forth in Chapter 1.16 PGMC, or the administrative process set forth in Chapter 1.19 PGMC, may be imposed *as Administrative Penalties* for failure to comply with the provisions of Chapter 23.64 PGMC or this chapter, with respect to:

- (a) Any STR owner, STR site manager, or person who transacts or carries on any activity relating to or supporting the short-term rental use of residential property in the city without first having procured and complied with an STR license from the city and paying all applicable license fees shall be subject to administrative penalties as set forth in Chapter 1.19 PGMC, including administrative penalties imposed by a hearing officer for violation of any provision of this chapter in an amount not to exceed a maximum of \$2,500 per day for each continuing violation, in addition to administrative costs, interest and restitution for compliance re-inspections, for any related series of violations, and/or forfeiture of all rents received during the period short-term rental use was allowed without an STR license, whichever amount is greater;
- (b) Any owner, owner representative, responsible tenant, person acting as agent, real estate broker, real estate sales agent, property manager, reservation service or otherwise who advertises the use of residential property in violation of the provisions of this chapter shall be subject to administrative penalties as set forth in Chapter 1.19 PGMC, including administrative penalties imposed by a hearing officer for violation of any provision of this chapter in an amount not to exceed a maximum of \$100.00 per day for each continuing violation, in addition to administrative costs, interest, and restitution;
- (c) Any STR owner, STR site manager, or person who fails to immediately respond to neighborhood concerns regarding any activity at the short-term rental site and who has failed to timely remedy any violation in response to two or more complaints shall be subject to administrative penalties;
- (d) Any STR owner, STR site manager, responsible tenant or person who allows a short-term rental use site to be used or maintained in a manner detrimental to the peace, public health, safety or general welfare of persons or property of the neighborhood or the public, and fails to timely remedy this violation in response to two or more complaints;
- (e) Any STR owner, STR site manager, responsible tenant or person who allows impermissible or inappropriate behavior at the STR unit or action that exceeds the limits on short-term rental use set by PGMC 7.40.040 following two or more complaints;
- (f) Limits upon administrative penalties in PGMC 1.19.200 shall not apply to any violation of this chapter.

SECTION 4. Section 7.40.195 “Enforcement of Infractions” of PGMC Title 7, Chapter 7.40 shall be added as shown below in *bold italics text*.

7.40.195 Enforcement of Infractions.

In lieu of, or in addition to any "Administrative Penalties" authorized by PGMC Section 7.40.190, the City may prosecute any violation Short-Term Rental Program regulated by Pacific Grove Municipal Code (PGMC) Chapter 7.40 as an infraction as follows:

(a) Penalty provisions set by this Section shall apply only to infractions that pose a threat to public health and safety, and do not apply to a first-time offense of failure to register or pay a business license fee.

(b) A fine shall not exceed \$1,500 for a first violation of Chapter 7.40;

(c) A fine shall not exceed \$3,000 for a second violation of Chapter 7.40 within twelve consecutive months; and,

(d) A fine shall not exceed \$5,000 for each additional violation of Chapter 7.40 within twelve consecutive months from the date of the first violation.

(e) A hardship waiver request may be considered to reduce or offset penalty provisions of this section as follows:

(1) The hardship waiver request shall be filed with the city manager on an application form, available from the office of the city manager, within 10 days of the date of the citation. The application shall state the amount of the waiver request, and clearly state all circumstances that justify the waiver.

(2) The requirement to pay the full amount of the fine required by this section shall be stayed unless or until the city manager makes a determination on the hardship waiver request.

(3) The cited party shall submit to the city manager a sworn affidavit, together with any supporting documents or materials, demonstrating to the satisfaction of the city manager the person's actual financial inability to pay to the city the full amount of the fine required by this section.

(4) The city manager shall issue a written determination listing the reasons for his or her determination to issue or not issue the hardship waiver. The written determination of the city manager shall be final.

(5) The written determination of the city manager shall be served upon the person who filed the request for hardship waiver. This determination shall be subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure, and the time limit set by PGMC 1.20.010 shall apply.

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. In accord with Article 15 of the City Charter, this Ordinance shall take effect 30 days after adoption on the second reading.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE THIS ____ day of _____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

DATED: _____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN A. PIERIK, City Attorney

State of California

GOVERNMENT CODE

Section 36900

36900. (a) Violation of a city ordinance is a misdemeanor unless by ordinance it is made an infraction. The violation of a city ordinance may be prosecuted by city authorities in the name of the people of the State of California, or redressed by civil action.

(b) Every violation determined to be an infraction is punishable by the following:

(1) A fine not exceeding one hundred dollars (\$100) for a first violation.

(2) A fine not exceeding two hundred dollars (\$200) for a second violation of the same ordinance within one year.

(3) A fine not exceeding five hundred dollars (\$500) for each additional violation of the same ordinance within one year.

(c) Notwithstanding any other law, a violation of local building and safety codes determined to be an infraction is punishable by the following:

(1) A fine not exceeding one hundred thirty dollars (\$130) for a first violation.

(2) A fine not exceeding seven hundred dollars (\$700) for a second violation of the same ordinance within one year.

(3) (A) A fine not exceeding one thousand three hundred dollars (\$1,300) for each additional violation of the same ordinance within one year of the first violation.

(B) A fine not exceeding two thousand five hundred dollars (\$2,500) for each additional violation of the same ordinance within two years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.

(d) (1) Notwithstanding any other law, including subdivisions (b) and (c), the violation of a short-term rental ordinance that is an infraction is punishable by the following:

(A) A fine not exceeding one thousand five hundred dollars (\$1,500) for a first violation.

(B) A fine not exceeding three thousand dollars (\$3,000) for a second violation of the same ordinance within one year.

(C) A fine not exceeding five thousand dollars (\$5,000) for each additional violation of the same ordinance within one year of the first violation.

(2) For purposes of this section, “short-term rental” means a residential dwelling, or any portion of a residential dwelling, that is rented to a person or persons for 30 consecutive days or less.

(3) For purposes of this section, “residential dwelling” means a private structure that is designed and available, pursuant to applicable law, for use and occupancy by

one or more individuals. “Residential dwelling” does not include a commercially operated hotel, motel, bed and breakfast inn, or a time-share property as defined by subdivision (aa) of Section 11212 of the Business and Professions Code.

(4) The fine limits set by this subdivision apply only to infractions that pose a threat to public health or safety. The fines described in this subdivision shall not apply to a first time offense of failure to register or pay a business license fee. Nothing in this subdivision limits the authority of a city, or city and county, to establish lower fines for specific violations by ordinance.

(e) A city levying a fine pursuant to paragraphs (2) and (3) of subdivisions (b) and (c), and paragraph (1) of subdivision (d), shall establish a process for granting a hardship waiver to reduce the amount of the fine upon a showing by the responsible party that the responsible party has made a bona fide effort to comply after the first violation and that payment of the full amount of the fine would impose an undue financial burden on the responsible party.

(Amended by Stats. 2021, Ch. 307, Sec. 2. (SB 60) Effective September 24, 2021.)

ORDINANCE NO. 24-XXX

AN ORDINANCE OF THE CITY OF PACIFIC GROVE AMENDING PACIFIC GROVE MUNICIPAL CODE CHAPTER 7.40 LIMITS ON SHORT-TERM RENTALS TO CLARIFY ENFORCEMENT OF INFRACTIONS

FACTS

1. The City of Pacific Grove is a Charter City.
2. The City of Pacific Grove enacted and presently implements a Short-Term Rental Program regulated by Pacific Grove Municipal Code (PGMC) Chapter 7.40, as adopted in 2017 by Ordinance. 17-024, and as amended in 2020 by Ordinance 20-027; and
3. In enacting its comprehensive code to regulate issuance of and conditions attached to short-term rental licenses the City Council found this regulatory program is necessary to protect the public health, safety, and welfare; and
4. Issues that require regulation of STRs include but are not limited to permitting, tax compliance, noise, parking, and occupancy, as well as host and platform obligations and responsibilities; and
5. This Ordinance further clarifies Chapter 7.40 of the Municipal Code in accord with SB 60 of 2021 as signed into law by Governor Newsom. SB 60 allows cities to impose a fine of up to \$5,000 for public health or safety violations of a short-term rental ordinance; and
6. Adoption of this ordinance to Amend PGMC Chapter 7.40 does not constitute a “Project” Under California Environmental Quality Act (CEQA) Guidelines Section 15378 as it is an organizational or administrative activity of government 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 City Council hereby finds and determines the foregoing Facts to be true and correct and are therefore incorporated herein by reference.

SECTION 2. Section 7.40.195 “Enforcement of Infractions Posing a Threat to Public Health or Safety” of PGMC Title 7, Chapter 7.40 shall be added as shown below in ***bold italics text***.

7.40.195 Enforcement of Infractions Posing a Threat to Public Health or Safety.

In lieu of, or in addition to any “Penalties” authorized by PGMC Section 7.40.190, the City may prosecute any person for any violation of the Short-Term Rental Program regulated by Pacific Grove Municipal Code (PGMC) Chapter 7.40 as an infraction as follows:

(a) Penalty provisions set by this Section shall apply only to infractions that pose a threat to public health or safety as enumerated in subsection (g). In no case shall such penalties exceed maximum fine amounts established pursuant to California Government Code Section 36900 et seq., or future amendments thereof.

(b) A fine shall not exceed \$100.00 for a first violation for failure to license a short-term rental where short-term rental use of the residential property is an allowed use. Where short-term rental use of the residential property is not an allowed use, 7.40.195(c) shall apply.

(c) A fine shall not exceed \$1,500 for any other first violation of Chapter 7.40;

(d) A fine shall not exceed \$3,000 for a second violation of Chapter 7.40 within twelve consecutive months; and,

(e) A fine shall not exceed \$5,000 for each additional violation of Chapter 7.40 within twelve consecutive months from the date of the first violation.

(f) A hardship waiver request may be considered to reduce or offset penalty provisions of this section as follows:

(1) The hardship waiver request shall be filed with the city manager on an application form, available from the office of the city manager, within 10 days of the date of the citation. The application shall state the amount of the waiver request, and clearly state all circumstances that justify the waiver.

(2) The requirement to pay the full amount of the fine required by this section shall be stayed unless or until the city manager makes a determination on the hardship waiver request.

(3) The cited party shall submit to the city manager a sworn affidavit, together with any supporting documents or materials, demonstrating to the satisfaction of the city manager the person’s actual financial inability to pay to the city the full amount of the fine required by this section.

(4) The city manager shall issue a written determination listing the reasons for his or her determination to issue or not issue the hardship waiver. The written determination of the city manager shall be final.

(5) The written determination of the city manager shall be served upon the person who filed the request for hardship waiver. This determination shall be subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure, and the time limit set by PGMC 1.20.010 shall apply.

(g) Infractions which pose a threat to public health or safety are the following:

- (1) Short-term rental use of residential property without a valid STR license;***
- (2) Exceeding allowable occupancy limits (overnight);***
- (3) Exceeding allowable occupancy limits (daytime);***
- (4) Violation of the city's codified noise ordinance;***
- (5) Operation of auctions, commercial functions, or other similar events;***
- (6) Failure to dispose of solid waste;***
- (7) Failure to properly store waste and refuse bins;***
- (8) The STR owner, site manager, guest or any occupant of an STR unit engages in disorderly conduct at that site; and***
- (9) Any other incident or conduct which, upon the determination of the City Code Compliance Officer, poses a threat to public health or safety.***

SECTION 3. 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 4. In accord with Article 15 of the City Charter, this Ordinance shall take effect 30 days after adoption on the second reading.

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

AYES:

NOES:

ABSENT:

APPROVED:

BILL PEAKE, Mayor

ATTEST:

DATED: _____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

BRIAN A. PIERIK, City Attorney



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Lori Frati, Finance Manager
MEETING DATE: October 16, 2024
SUBJECT: Core Revenue Report for September 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 24/25 Approved Budget, these three revenue sources were estimated to generate approximately \$23 million. These revenues account for approximately 70% of the General Fund's ongoing revenues.

Details on the budgeted amounts and revenue to date are included in Attachment 1.

OPTIONS

N/A - This is information only.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Core Revenue Report

Core Revenue Report
Fiscal Year 2024/25
September

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	1,718,439	25%

The City receives transient occupancy tax in the month following the stay. The revenues received in September are for the August 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	881,324	85,773
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	1,718,439	88,487
<i>September revenues are expected to be received in late October as the City receives taxes one month in the arrears.</i>				

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	530,124	9%

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	530,124	66,095
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	530,124	66,095
<i>August 2024 payments are anticipated to be received in late October as the State pays the City two months in arrears</i>				



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: October 16, 2024
SUBJECT: Check Register for September 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 September 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

Attachment 1 - Check Register by Vendor

Attachment 2 - Check Register by Fund

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	4LEAF	BUILDING DEPT SERVI	2,475.38
01 - GENERAL FUND	4LEAF	BUILDING DEPT SERVI	85,978.60
01 - GENERAL FUND	4LEAF	BUILDING DEPT SERVI	90,577.30
01 - GENERAL FUND	4LEAF	BUILDING DEPT SERVI	152.00
01 - GENERAL FUND	4LEAF	BUILDING DEPT SERVI	11,053.35
	4LEAF Total		190,236.63
01 - GENERAL FUND	ACCENT CLEAN & SWEE	STREET SWEEPING	18,810.00
01 - GENERAL FUND	ACCENT CLEAN & SWEE	STREET SWEEPING	19,208.00
	ACCENT CLEAN & SWEE Total		38,018.00
01 - GENERAL FUND	AFLAC	DED:5200 AFLAC PREM	742.39
01 - GENERAL FUND	AFLAC	DED:5201 AFLAC P/T	1,588.80
01 - GENERAL FUND	AFLAC	DED:5200 AFLAC PREM	742.39
01 - GENERAL FUND	AFLAC	DED:5201 AFLAC P/T	1,588.80
	AFLAC Total		4,662.38
01 - GENERAL FUND	ALEXANDRA BELECHE	RFND DAMAGE DEPOSIT	75.00
	ALEXANDRA BELECHE Total		75.00
01 - GENERAL FUND	ALHAMBRA & SIERRA S	FD WATER SVCS JULY	207.94
01 - GENERAL FUND	ALHAMBRA & SIERRA S	FD WATER SVCS AUG	219.53
	ALHAMBRA & SIERRA S Total		427.47
01 - GENERAL FUND	ALICIA CUADRA-CUTLE	RFND DAMAGE DEPOSIT	206.00
	ALICIA CUADRA-CUTLE Total		206.00
01 - GENERAL FUND	ALTERNATOR STARTER	REPAIR PD UNIT 8	355.06
01 - GENERAL FUND	ALTERNATOR STARTER	REPAIR STREET UNIT	361.56
	ALTERNATOR STARTER Total		716.62
01 - GENERAL FUND	AMAZON CAPITAL SERV	SAFETY BOOTS BRANDO	199.80
01 - GENERAL FUND	AMAZON CAPITAL SERV	ASBESTOS TESTING KI	45.82
01 - GENERAL FUND	AMAZON CAPITAL SERV	PW PAPER	32.40
01 - GENERAL FUND	AMAZON CAPITAL SERV	B&G GRASS SEED	114.00
01 - GENERAL FUND	AMAZON CAPITAL SERV	OFFICE SUPPLIES	126.18
01 - GENERAL FUND	AMAZON CAPITAL SERV	FIN OFFICE SUPPLIES	35.84
01 - GENERAL FUND	AMAZON CAPITAL SERV	BOOKS & MATERIALS	212.24
01 - GENERAL FUND	AMAZON CAPITAL SERV	MEETING ORGANIZER	29.44
01 - GENERAL FUND	AMAZON CAPITAL SERV	PW OFFICE SUPPLIES	9.13
01 - GENERAL FUND	AMAZON CAPITAL SERV	FINANCE OFF SUPPLIE	15.23
01 - GENERAL FUND	AMAZON CAPITAL SERV	PD OFFICE SUPPLIES	15.26
01 - GENERAL FUND	AMAZON CAPITAL SERV	LIBRARY SUPPLIES	93.83
	AMAZON CAPITAL SERV Total		929.17
01 - GENERAL FUND	AMERICAN SUPPLY COM	JANITORIAL SUPPLIES	2,006.11
01 - GENERAL FUND	AMERICAN SUPPLY COM	JANITORIAL SUPPLIES	2,409.84
01 - GENERAL FUND	AMERICAN SUPPLY COM	CLEANING EQUIP RENT	127.24
01 - GENERAL FUND	AMERICAN SUPPLY COM	JANITORIAL SUPPLIES	92.97
01 - GENERAL FUND	AMERICAN SUPPLY COM	ALCOHOL HAND WIPES	100.51
01 - GENERAL FUND	AMERICAN SUPPLY COM	COMPOST UTENSILS	147.16
01 - GENERAL FUND	AMERICAN SUPPLY COM	JANITORIAL SUPPLIES	46.43
	AMERICAN SUPPLY COM Total		4,930.26
01 - GENERAL FUND	ANDREA M. MORELAND	BACKGROUNDS PD	2,254.60
	ANDREA M. MORELAND Total		2,254.60
01 - GENERAL FUND	ANDY LIPSIG	REIMB POOL SUPPLIES	12.75
	ANDY LIPSIG Total		12.75
01 - GENERAL FUND	ARTHUR KING	RFND DAMGE DEPOSIT	206.00
	ARTHUR KING Total		206.00

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	ASHLEIGH EASTMAN	RFND DAMAGE DEPOSIT	206.00
	ASHLEIGH EASTMAN Total		206.00
01 - GENERAL FUND	AT&T	LH INTERNET 1267	106.29
01 - GENERAL FUND	AT&T	REC PHONE 0960	31.81
01 - GENERAL FUND	AT&T	ADMIN 2539	31.81
	AT&T Total		169.91
01 - GENERAL FUND	AT&T CALNET 3	CH GNRTR ALARM	31.86
01 - GENERAL FUND	AT&T CALNET 3	ADMIN INTERNET 3342	31.41
01 - GENERAL FUND	AT&T CALNET 3	LIBRARY INTERNET 33	247.40
01 - GENERAL FUND	AT&T CALNET 3	PD DATA LINE 8120	1,046.42
01 - GENERAL FUND	AT&T CALNET 3	ADMIN PHONE 3242	2,124.17
	AT&T CALNET 3 Total		3,481.26
01 - GENERAL FUND	AT&T MOBILITY	DEPARTMENT CELL PHO	1,833.62
01 - GENERAL FUND	AT&T MOBILITY	LIBRARY PHONE	80.48
	AT&T MOBILITY Total		1,914.10
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	195.81
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	837.53
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	1,097.38
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	1,872.52
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	59.20
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	63.06
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	101.60
01 - GENERAL FUND	BAKER & TAYLOR COMP	LIBRARY SUPPLIES	(6.99)
01 - GENERAL FUND	BAKER & TAYLOR COMP	LIBRARY SUPPLIES	15.15
01 - GENERAL FUND	BAKER & TAYLOR COMP	LIBRARY SUPPLIES	25.51
01 - GENERAL FUND	BAKER & TAYLOR COMP	LIBRARY SUPPLIES	25.81
01 - GENERAL FUND	BAKER & TAYLOR COMP	LIBRARY SUPPLIES	30.43
01 - GENERAL FUND	BAKER & TAYLOR COMP	LIBRARY SUPPLIES	123.46
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	170.77
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	322.14
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	325.10
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	350.96
01 - GENERAL FUND	BAKER & TAYLOR COMP	BOOKS & MATERIALS /	1,256.20
	BAKER & TAYLOR COMP Total		6,865.64
01 - GENERAL FUND	BAVCO	TEST KIT CALIBRATIO	122.10
	BAVCO Total		122.10
01 - GENERAL FUND	BECKS SHOES AND REP	PHILIP DE SILVA BOO	204.30
01 - GENERAL FUND	BECKS SHOES AND REP	CHAD THOMAS BOOTS	162.50
01 - GENERAL FUND	BECKS SHOES AND REP	PAUL HUGHES BOOTS	213.58
	BECKS SHOES AND REP Total		580.38
01 - GENERAL FUND	BETTER VIEW WINDOW	LIBRARY WINDOW CLEA	3,500.00
	BETTER VIEW WINDOW Total		3,500.00
01 - GENERAL FUND	BLUE STAR INVESTIGA	BACKGROUNDS	2,880.00
	BLUE STAR INVESTIGA Total		2,880.00
01 - GENERAL FUND	BOB MURRAY & ASSOCI	CLERICAL SUPPORT	289.92
	BOB MURRAY & ASSOCI Total		289.92
01 - GENERAL FUND	BOOT BARN INC	MARCO BOOTS	250.00
	BOOT BARN INC Total		250.00
01 - GENERAL FUND	BOUND TREE MEDICAL,	MEDICAL SUPPLIES	261.10
	BOUND TREE MEDICAL, Total		261.10
01 - GENERAL FUND	BRIAN WHITSON	MUSEUM CLEANING FY2	2,100.00

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	BRIAN WHITSON	MUSEUM CLEANING FY2	2,100.00
01 - GENERAL FUND	BRIAN WHITSON	CITY HALL CLEANING	380.00
01 - GENERAL FUND	BRIAN WHITSON	CITY HALL CLEANING	380.00
01 - GENERAL FUND	BRIAN WHITSON	CITY HALL CLEANING	380.00
	BRIAN WHITSON Total		5,340.00
01 - GENERAL FUND	BUREAU VERITAS TECH	CITY FACILITY CONDI	4,141.60
	BUREAU VERITAS TECH Total		4,141.60
01 - GENERAL FUND	BURKE, WILLIAMS & S	CITY ATTORNEY SERVI	70,252.55
01 - GENERAL FUND	BURKE, WILLIAMS & S	CITY ATTORNEY SERVI	88,694.30
	BURKE, WILLIAMS & S Total		158,946.85
01 - GENERAL FUND	BYWATER SOLUTIONS,	KOHA SUPPORT & HOST	8,411.00
	BYWATER SOLUTIONS, Total		8,411.00
01 - GENERAL FUND	CA DEPT OF JUSTICE	DOJ LIVESCANS	177.00
	CA DEPT OF JUSTICE Total		177.00
01 - GENERAL FUND	CA DEPT OF TAXES AN	OVERDRIVE SALES TAX	1.11
01 - GENERAL FUND	CA DEPT OF TAXES AN	PF PETTIBONE SALES	13.88
01 - GENERAL FUND	CA DEPT OF TAXES AN	WYSIWASH SALES TAX	18.50
01 - GENERAL FUND	CA DEPT OF TAXES AN	LIB IDEAS SALES TAX	20.82
01 - GENERAL FUND	CA DEPT OF TAXES AN	GOPHER SALES TAX	127.68
	CA DEPT OF TAXES AN Total		181.99
01 - GENERAL FUND	CALIF LAW ENFORCMEN	DED:3200 LTD PD	672.00
	CALIF LAW ENFORCMEN Total		672.00
01 - GENERAL FUND	CALIFORNIA AMERICAN	139 GRAND AVE	85.30
01 - GENERAL FUND	CALIFORNIA AMERICAN	300 FOREST IRRIG	96.61
01 - GENERAL FUND	CALIFORNIA AMERICAN	B & G 15%	102.15
01 - GENERAL FUND	CALIFORNIA AMERICAN	304 16TH ST FIRE	102.35
01 - GENERAL FUND	CALIFORNIA AMERICAN	130 LIGHTHOUSE IRRI	106.40
01 - GENERAL FUND	CALIFORNIA AMERICAN	585 LAUREL	106.40
01 - GENERAL FUND	CALIFORNIA AMERICAN	114 CALEDONIA PK	2,797.56
01 - GENERAL FUND	CALIFORNIA AMERICAN	707 OCEANVIEW-NAIAD	2,984.51
01 - GENERAL FUND	CALIFORNIA AMERICAN	616 OCEANVW-SWIM PL	3,484.67
01 - GENERAL FUND	CALIFORNIA AMERICAN	616 OCEANVIEW IRRG	4,399.45
01 - GENERAL FUND	CALIFORNIA AMERICAN	230 17-MILE DRIVE	5,450.43
01 - GENERAL FUND	CALIFORNIA AMERICAN	980 PIEDMONT BALL P	5,829.17
01 - GENERAL FUND	CALIFORNIA AMERICAN	150 FOREST-JEWELL P	7,679.05
01 - GENERAL FUND	CALIFORNIA AMERICAN	391 OCEANVW-BERWICK	15,970.75
01 - GENERAL FUND	CALIFORNIA AMERICAN	300 FOREST AVE	210.87
01 - GENERAL FUND	CALIFORNIA AMERICAN	196 OCEANVW IRRIG	210.87
01 - GENERAL FUND	CALIFORNIA AMERICAN	100 OCEANVW IRRIG	245.03
01 - GENERAL FUND	CALIFORNIA AMERICAN	429 LIGHTHOUSE IRRG	251.89
01 - GENERAL FUND	CALIFORNIA AMERICAN	263 GROVE ACRES	262.38
01 - GENERAL FUND	CALIFORNIA AMERICAN	165 FOREST-MUSEUM	335.85
01 - GENERAL FUND	CALIFORNIA AMERICAN	600 PINE	337.22
01 - GENERAL FUND	CALIFORNIA AMERICAN	515 JUNIPERO	342.16
01 - GENERAL FUND	CALIFORNIA AMERICAN	304 16TH ST BDOM-FR	376.08
01 - GENERAL FUND	CALIFORNIA AMERICAN	580 PINE	413.48
01 - GENERAL FUND	CALIFORNIA AMERICAN	1051 OCEANVIEW IRRG	430.15
01 - GENERAL FUND	CALIFORNIA AMERICAN	300 FOREST	476.51
01 - GENERAL FUND	CALIFORNIA AMERICAN	610 OCEANVW IRRIGPK	852.84
01 - GENERAL FUND	CALIFORNIA AMERICAN	550 CENTRAL	989.51
01 - GENERAL FUND	CALIFORNIA AMERICAN	930 SINEX	1,067.75

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	CALIFORNIA AMERICAN	1025 MORSE-PLATT PK	1,425.40
01 - GENERAL FUND	CALIFORNIA AMERICAN	863 OCEANVIEW IRRG	1,676.34
01 - GENERAL FUND	CALIFORNIA AMERICAN	711 OCEANVIEW IRRG	1,850.01
01 - GENERAL FUND	CALIFORNIA AMERICAN	620 OCEANVIEW/BATH	2,399.09
01 - GENERAL FUND	CALIFORNIA AMERICAN	165 FOREST AVE FIRE	61.01
01 - GENERAL FUND	CALIFORNIA AMERICAN	CENTRAL 4 IN FIRE	61.01
01 - GENERAL FUND	CALIFORNIA AMERICAN	600 PINE AVE FIRE	61.01
01 - GENERAL FUND	CALIFORNIA AMERICAN	800 LIGHTHSE PLANTE	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	792 LIGHTHSE IRRIG	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	582 LIGHTHSE IRRIG	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	643 HYDRANTS HYDT	46.93
01 - GENERAL FUND	CALIFORNIA AMERICAN	300 FOREST FIRE-50%	30.50
01 - GENERAL FUND	CALIFORNIA AMERICAN	300 FOREST FIRE-50%	30.51
01 - GENERAL FUND	CALIFORNIA AMERICAN	MECH 5%	34.05
01 - GENERAL FUND	CALIFORNIA AMERICAN	2100 SUNSET DRIVE	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	840 LIGHTHSE PLANTE	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	850 LIGHTHSE PLANTE	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	882 LIGHTHSE PLANTE	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	106 7TH ST PARK	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	308 16TH ST.	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	748 LIGHTHSE IRRG	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	765 LIGHTHSE IRRIG	43.72
01 - GENERAL FUND	CALIFORNIA AMERICAN	SUNSET-CORPYARD18%	122.57
01 - GENERAL FUND	CALIFORNIA AMERICAN	611 CENTRAL AVE	165.28
01 - GENERAL FUND	CALIFORNIA AMERICAN	619 OCEANVIEW	64.46
01 - GENERAL FUND	CALIFORNIA AMERICAN	711 OCEANVIEW IRRG	2,512.08
01 - GENERAL FUND	CALIFORNIA AMERICAN	707 OCEANVIEW-NAIAD	2,960.50
01 - GENERAL FUND	CALIFORNIA AMERICAN	980 PIEDMONT BALL P	3,434.37
01 - GENERAL FUND	CALIFORNIA AMERICAN	863 OCEANVIEW IRRG	4,035.99
01 - GENERAL FUND	CALIFORNIA AMERICAN	230 17-MILE DRIVE	4,386.10
01 - GENERAL FUND	CALIFORNIA AMERICAN	616 OCEANVIEW IRRG	4,631.40
01 - GENERAL FUND	CALIFORNIA AMERICAN	150 FOREST-JEWELL P	7,036.35
01 - GENERAL FUND	CALIFORNIA AMERICAN	391 OCEANVW-BERWICK	14,671.25
01 - GENERAL FUND	CALIFORNIA AMERICAN	850 LIGHTHSE PLANTE	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	882 LIGHTHSE PLANTE	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	106 7TH ST PARK	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	643 HYDRANTS HYDT	46.28
01 - GENERAL FUND	CALIFORNIA AMERICAN	CENTRAL 4 IN FIRE	60.16
01 - GENERAL FUND	CALIFORNIA AMERICAN	600 PINE AVE FIRE	60.16
01 - GENERAL FUND	CALIFORNIA AMERICAN	165 FOREST AVE FIRE	60.16
01 - GENERAL FUND	CALIFORNIA AMERICAN	165 FOREST-MUSEUM	350.82
01 - GENERAL FUND	CALIFORNIA AMERICAN	304 16TH ST BDOM-FR	362.88
01 - GENERAL FUND	CALIFORNIA AMERICAN	580 PINE	411.44
01 - GENERAL FUND	CALIFORNIA AMERICAN	515 JUNIPERO	415.36
01 - GENERAL FUND	CALIFORNIA AMERICAN	263 GROVE ACRES	522.94
01 - GENERAL FUND	CALIFORNIA AMERICAN	300 FOREST	532.76
01 - GENERAL FUND	CALIFORNIA AMERICAN	610 OCEANVW IRRIGPK	677.27
01 - GENERAL FUND	CALIFORNIA AMERICAN	1051 OCEANVIEW IRRG	954.66
01 - GENERAL FUND	CALIFORNIA AMERICAN	550 CENTRAL	1,010.27
01 - GENERAL FUND	CALIFORNIA AMERICAN	1025 MORSE-PLATT PK	1,355.74
01 - GENERAL FUND	CALIFORNIA AMERICAN	620 OCEANVIEW/BATH	1,750.13

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	CALIFORNIA AMERICAN	930 SINEX	1,861.82
01 - GENERAL FUND	CALIFORNIA AMERICAN	616 OCEANVW-SWIM PL	2,099.43
01 - GENERAL FUND	CALIFORNIA AMERICAN	611 CENTRAL AVE	188.23
01 - GENERAL FUND	CALIFORNIA AMERICAN	100 OCEANVW IRRIG	207.93
01 - GENERAL FUND	CALIFORNIA AMERICAN	196 OCEANVW IRRIG	207.93
01 - GENERAL FUND	CALIFORNIA AMERICAN	300 FOREST AVE	207.93
01 - GENERAL FUND	CALIFORNIA AMERICAN	600 PINE	274.70
01 - GENERAL FUND	CALIFORNIA AMERICAN	2100 SUNSET DRIVE	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	840 LIGHTHSE PLANTE	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	139 GRAND AVE	78.22
01 - GENERAL FUND	CALIFORNIA AMERICAN	B & G 15%	84.96
01 - GENERAL FUND	CALIFORNIA AMERICAN	304 16TH ST FIRE	100.93
01 - GENERAL FUND	CALIFORNIA AMERICAN	SUNSET-CORPYARD18%	101.95
01 - GENERAL FUND	CALIFORNIA AMERICAN	585 LAUREL	104.92
01 - GENERAL FUND	CALIFORNIA AMERICAN	130 LIGHTHOUSE IRRI	104.92
01 - GENERAL FUND	CALIFORNIA AMERICAN	300 FOREST IRRIG	160.23
01 - GENERAL FUND	CALIFORNIA AMERICAN	MECH 5%	28.32
01 - GENERAL FUND	CALIFORNIA AMERICAN	300 FOREST FIRE-50%	30.08
01 - GENERAL FUND	CALIFORNIA AMERICAN	300 FOREST FIRE-50%	30.08
01 - GENERAL FUND	CALIFORNIA AMERICAN	308 16TH ST.	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	748 LIGHTHSE IRRG	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	800 LIGHTHSE PLANTE	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	792 LIGHTHSE IRRIG	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	582 LIGHTHSE IRRIG	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	765 LIGHTHSE IRRIG	43.11
01 - GENERAL FUND	CALIFORNIA AMERICAN	114 CALEDONIA PK	2,593.78
	CALIFORNIA AMERICAN Total		125,686.12
01 - GENERAL FUND	CALIFORNIA PRESERVA	ANNUAL MEMBERSHIP C	250.00
	CALIFORNIA PRESERVA Total		250.00
01 - GENERAL FUND	CALPERS HEALTH	DED:119 HEALTH	1,480.52
01 - GENERAL FUND	CALPERS HEALTH	DED:105 HEALTH	1,189.27
01 - GENERAL FUND	CALPERS HEALTH	DED:124 HEALTH	1,230.89
01 - GENERAL FUND	CALPERS HEALTH	DED:126 HEALTH	1,230.90
01 - GENERAL FUND	CALPERS HEALTH	DED:112 HEALTH	904.95
01 - GENERAL FUND	CALPERS HEALTH	DED:116 HEALTH	914.82
01 - GENERAL FUND	CALPERS HEALTH	DED:121 HEALTH	946.84
01 - GENERAL FUND	CALPERS HEALTH	DED:127 HEALTH	946.84
01 - GENERAL FUND	CALPERS HEALTH	DED:108 HEALTH	1,708.55
01 - GENERAL FUND	CALPERS HEALTH	DED:2071 HEALTH	1,862.00
01 - GENERAL FUND	CALPERS HEALTH	DED:125 HEALTH	2,461.78
01 - GENERAL FUND	CALPERS HEALTH	DED:104 HEALTH	2,744.46
01 - GENERAL FUND	CALPERS HEALTH	DED:123 HEALTH	2,840.52
01 - GENERAL FUND	CALPERS HEALTH	DED:103 HEALTH	3,201.87
01 - GENERAL FUND	CALPERS HEALTH	DED:533 HEALTH	3,567.81
01 - GENERAL FUND	CALPERS HEALTH	DED:2072 HEALTH	4,234.00
01 - GENERAL FUND	CALPERS HEALTH	DED:106 HEALTH	4,599.98
01 - GENERAL FUND	CALPERS HEALTH	DED:531 HEALTH	350.62
01 - GENERAL FUND	CALPERS HEALTH	DED:3051 HEALTH EMP	510.71
01 - GENERAL FUND	CALPERS HEALTH	DED:109 HEALTH	569.42
01 - GENERAL FUND	CALPERS HEALTH	DED:2073 HEALTH FAM	7,953.00
01 - GENERAL FUND	CALPERS HEALTH	DED:122 HEALTH	7,101.30

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	CALPERS HEALTH	DED:108 HEALTH	1,708.55
01 - GENERAL FUND	CALPERS HEALTH	DED:121 HEALTH	946.84
01 - GENERAL FUND	CALPERS HEALTH	DED:125 HEALTH	2,461.78
01 - GENERAL FUND	CALPERS HEALTH	DED:104 HEALTH	2,744.46
01 - GENERAL FUND	CALPERS HEALTH	DED:2072 HEALTH	3,175.50
01 - GENERAL FUND	CALPERS HEALTH	DED:112 HEALTH	904.95
01 - GENERAL FUND	CALPERS HEALTH	DED:116 HEALTH	914.82
01 - GENERAL FUND	CALPERS HEALTH	DED:3051 HEALTH EMP	1,021.42
01 - GENERAL FUND	CALPERS HEALTH	DED:105 HEALTH	1,189.27
01 - GENERAL FUND	CALPERS HEALTH	DED:124 HEALTH	1,230.89
01 - GENERAL FUND	CALPERS HEALTH	DED:126 HEALTH	1,230.90
01 - GENERAL FUND	CALPERS HEALTH	DED:2071 HEALTH	1,862.00
01 - GENERAL FUND	CALPERS HEALTH	DED:103 HEALTH	3,201.87
01 - GENERAL FUND	CALPERS HEALTH	DED:533 HEALTH	3,567.81
01 - GENERAL FUND	CALPERS HEALTH	DED:123 HEALTH	3,787.36
01 - GENERAL FUND	CALPERS HEALTH	DED:119 HEALTH	1,480.52
01 - GENERAL FUND	CALPERS HEALTH	DED:106 HEALTH	5,257.12
01 - GENERAL FUND	CALPERS HEALTH	DED:2073 HEALTH FAM	7,953.00
01 - GENERAL FUND	CALPERS HEALTH	DED:122 HEALTH	8,521.56
01 - GENERAL FUND	CALPERS HEALTH	DED:109 HEALTH	569.42
01 - GENERAL FUND	CALPERS HEALTH	DED:531 HEALTH	350.62
	CALPERS HEALTH Total		106,631.71
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	101.12
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	107.80
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	141.28
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	142.85
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	193.83
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	201.38
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	236.59
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	261.54
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	298.04
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	301.89
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	325.38
01 - GENERAL FUND	CALTRONICS BUSINESS	KONICA COPIES FY 24	432.30
	CALTRONICS BUSINESS Total		2,744.00
01 - GENERAL FUND	CATACUTAN CONSULTIN	INTERIM ADMIN DIR S	28,919.14
	CATACUTAN CONSULTIN Total		28,919.14
01 - GENERAL FUND	CENGAGE LEARNING/GA	BOOKS & MATERIALS	55.06
01 - GENERAL FUND	CENGAGE LEARNING/GA	BOOKS & MATERIALS	27.09
01 - GENERAL FUND	CENGAGE LEARNING/GA	BOOKS & MATERIALS	265.61
01 - GENERAL FUND	CENGAGE LEARNING/GA	BOOKS & MATERIALS	24.46
01 - GENERAL FUND	CENGAGE LEARNING/GA	BOOKS & MATERIALS	30.58
	CENGAGE LEARNING/GA Total		402.80
01 - GENERAL FUND	CENTRALSQUARE TECHN	FINANCE SOFTWARE JU	4,962.96
01 - GENERAL FUND	CENTRALSQUARE TECHN	FINANCE SOFTWARE SE	4,962.96
	CENTRALSQUARE TECHN Total		9,925.92
01 - GENERAL FUND	CHEVROLET OF WATSON	PD UNIT 19	389.17
	CHEVROLET OF WATSON Total		389.17
01 - GENERAL FUND	CHILLA P. KARTALOV	RFND PERMIT FEES	514.00
	CHILLA P. KARTALOV Total		514.00
01 - GENERAL FUND	CHOMP	HOSP SVC #402123023PGCC 10-16-24	27.00

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
	CHOMP Total		27.00
01 - GENERAL FUND	CITY MANAGEMENT ADV	ADM SVCS DIRECTOR S	9,000.00
01 - GENERAL FUND	CITY MANAGEMENT ADV	ADM SVCS DIRECTOR S	9,000.00
	CITY MANAGEMENT ADV Total		18,000.00
01 - GENERAL FUND	CITY OF MONTEREY	FY25 FIRE SERVICE J	272,759.00
01 - GENERAL FUND	CITY OF MONTEREY	FY25 FIRE SERVICE A	272,759.00
01 - GENERAL FUND	CITY OF MONTEREY	FY25 FIRE SVCS SEPT	272,759.00
01 - GENERAL FUND	CITY OF MONTEREY	CPG CONTRIB MB DEFE	5,000.00
01 - GENERAL FUND	CITY OF MONTEREY	FY25 FIRE SERVICES	272,759.00
	CITY OF MONTEREY Total		1,096,036.00
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:3301 AFLAC MED	1,909.52
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:1006 WORK COMP	62.10
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:1009 WORK COMP	164.74
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:1010 WORK COMP	3,269.93
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:1005 WORK COMP	1,315.63
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:1003 WORK COMP	7,333.24
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:7510 PERS REIMB	29.42
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:2101 DENTAL	284.25
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:201 DENTAL	112.77
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:200 DENTAL	473.75
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:2102 DENTAL	498.49
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:2103 DENTAL FAM	805.97
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:0005 SUTA	140.01
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:3301 AFLAC MED	1,909.52
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:1006 WORK COMP	63.93
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:1009 WORK COMP	181.77
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:1005 WORK COMP	1,380.05
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:1010 WORK COMP	3,303.69
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:1003 WORK COMP	6,398.06
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:7510 PERS REIMB	29.42
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:201 DENTAL	112.77
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:2101 DENTAL	303.20
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:2102 DENTAL	460.90
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:200 DENTAL	549.55
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:2103 DENTAL FAM	805.97
01 - GENERAL FUND	CITY OF PACIFIC GRO	DED:0005 SUTA	137.01
	CITY OF PACIFIC GRO Total		32,035.66
01 - GENERAL FUND	CLARITY SEMINARS	EE TRAINING SEMINAR	2,800.00
	CLARITY SEMINARS Total		2,800.00
01 - GENERAL FUND	COMCAST	PW INTERNET 0194117	238.76
01 - GENERAL FUND	COMCAST	REC INTERNET 021497	107.02
01 - GENERAL FUND	COMCAST	PW INTERNET 0389527	106.23
01 - GENERAL FUND	COMCAST	PW INTERNET 0387836	155.98
	COMCAST Total		607.99
01 - GENERAL FUND	COMPLETE PAPERLESS	LASERFICHE SOFTWARE	30,037.50
	COMPLETE PAPERLESS Total		30,037.50
01 - GENERAL FUND	CORINNE WITMER	RFND CLASS CHANGE	16.00
	CORINNE WITMER Total		16.00
01 - GENERAL FUND	CPCA	CPCA DUES	462.00
	CPCA Total		462.00
01 - GENERAL FUND	CPS HR CONSULTING	RECRUIT TESTNG SVCS	1,886.50

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
	CPS HR CONSULTING Total		1,886.50
01 - GENERAL FUND	CREEKSIDE CENTER FO	FY25 MONARCH HABITA	6,000.00
	CREEKSIDE CENTER FO Total		6,000.00
01 - GENERAL FUND	CRYSTAL ISLAS	RFND DAMAGE DEPOSIT	206.00
	CRYSTAL ISLAS Total		206.00
01 - GENERAL FUND	DIANNE LYLE	PMT FOR DANCE CLASS	88.20
	DIANNE LYLE Total		88.20
01 - GENERAL FUND	DIEGO CANDELARIO	DMV CLASS B LICENSE	98.00
	DIEGO CANDELARIO Total		98.00
01 - GENERAL FUND	DOCTORS ON DUTY MED	DMV PHYSICALS	900.00
01 - GENERAL FUND	DOCTORS ON DUTY MED	DMV PHYSCIAL	150.00
	DOCTORS ON DUTY MED Total		1,050.00
01 - GENERAL FUND	EDGES ELECTRICAL GR	LED LIGHT	115.82
01 - GENERAL FUND	EDGES ELECTRICAL GR	ELECTRICAL SUPPLIES	6.51
01 - GENERAL FUND	EDGES ELECTRICAL GR	ELECTRICAL SUPPLIES	28.28
	EDGES ELECTRICAL GR Total		150.61
01 - GENERAL FUND	EFT	DED:*FM MEDICARE	11,801.00
01 - GENERAL FUND	EFT	DED:*SCA STATE TAX	17,805.35
01 - GENERAL FUND	EFT	DED:*FT FEDERAL TX	44,669.07
01 - GENERAL FUND	EFT	DED:*FM MEDICARE	6.82
01 - GENERAL FUND	EFT	DED:*FM MEDICARE	11,467.26
01 - GENERAL FUND	EFT	DED:*SCA STATE TAX	16,547.92
01 - GENERAL FUND	EFT	DED:*FT FEDERAL TX	39,791.38
	EFT Total		142,088.80
01 - GENERAL FUND	ENGINEERED FIRE SYS	AUGUST PLAN REVIEW	687.50
	ENGINEERED FIRE SYS Total		687.50
01 - GENERAL FUND	ERIC BOUSTANI	RFND PERMIT FEES	520.80
	ERIC BOUSTANI Total		520.80
01 - GENERAL FUND	ERIC HEIM	DMV CLASS B LICENSE	100.06
	ERIC HEIM Total		100.06
01 - GENERAL FUND	ERIC TRAILER	RFND DAMAGE DEPOSIT	206.00
	ERIC TRAILER Total		206.00
01 - GENERAL FUND	EWING IRRIGATION PR	CHAUTAUQUA HALL	252.28
	EWING IRRIGATION PR Total		252.28
01 - GENERAL FUND	FOREST HILL ACE HAR	REC DEPT SUPPLIES	48.03
01 - GENERAL FUND	FOREST HILL ACE HAR	B&G SUPPLIES	98.28
	FOREST HILL ACE HAR Total		146.31
01 - GENERAL FUND	FOSTER & FOSTER, IN	GASBS 68 CALPERS	2,100.00
	FOSTER & FOSTER, IN Total		2,100.00
01 - GENERAL FUND	GACHINA LANDSCAPE M	FY25 PARK MOWING JU	1,339.00
01 - GENERAL FUND	GACHINA LANDSCAPE M	FY25 PARK MOWING AU	1,339.00
01 - GENERAL FUND	GACHINA LANDSCAPE M	FY25 PARK MOWING SE	1,339.00
	GACHINA LANDSCAPE M Total		4,017.00
01 - GENERAL FUND	GARDAWORLD	SEPT SERVICES	90.84
01 - GENERAL FUND	GARDAWORLD	AUGUST EXCESS	29.26
	GARDAWORLD Total		120.10
01 - GENERAL FUND	GERI GOODELL	FACADE IMPRVMT PRGM	5,000.00
	GERI GOODELL Total		5,000.00
01 - GENERAL FUND	GLYNIS BARRETT	RFND ON ACCOUNT	35.00
	GLYNIS BARRETT Total		35.00
01 - GENERAL FUND	GRANITE CONSTRUCTIO	ASPHALT	571.38

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
	GRANITE CONSTRUCTIO Total		571.38
01 - GENERAL FUND	GRANITE ROCK COMPAN	BASE ROCK	962.21
	GRANITE ROCK COMPAN Total		962.21
01 - GENERAL FUND	GRETA VARGOVA	RFND DAMAGE DEPOSIT	206.00
	GRETA VARGOVA Total		206.00
01 - GENERAL FUND	HANA GARDENS SEASID	MULCH	190.97
	HANA GARDENS SEASID Total		190.97
01 - GENERAL FUND	HARRIS & ASSOCIATES	CONTRACT PLANNING S	11,978.75
01 - GENERAL FUND	HARRIS & ASSOCIATES	CONTRACT PLANNING S	16,835.00
	HARRIS & ASSOCIATES Total		28,813.75
01 - GENERAL FUND	HAYWARD LUMBER COMP	SEA PALM FENCE REPA	283.21
01 - GENERAL FUND	HAYWARD LUMBER COMP	SEA PALM FENCE REPA	119.15
01 - GENERAL FUND	HAYWARD LUMBER COMP	SEA PALM FENCE REPA	133.79
01 - GENERAL FUND	HAYWARD LUMBER COMP	MEMORIAL BENCHES	150.36
01 - GENERAL FUND	HAYWARD LUMBER COMP	MEMORIAL BENCHES	167.06
01 - GENERAL FUND	HAYWARD LUMBER COMP	STREETS SUPPLIES	113.69
01 - GENERAL FUND	HAYWARD LUMBER COMP	SEA PALM FENCE REPA	8.15
01 - GENERAL FUND	HAYWARD LUMBER COMP	CREDIT B&G SUPPLIES	(283.21)
01 - GENERAL FUND	HAYWARD LUMBER COMP	MUNI PACK	48.76
01 - GENERAL FUND	HAYWARD LUMBER COMP	DOOR AT REC CTR	37.58
01 - GENERAL FUND	HAYWARD LUMBER COMP	WELL REPAIRS	76.79
01 - GENERAL FUND	HAYWARD LUMBER COMP	DOOR AT REC CTR	96.76
01 - GENERAL FUND	HAYWARD LUMBER COMP	WHALE REPAIRS	22.84
01 - GENERAL FUND	HAYWARD LUMBER COMP	MUNI PACK	29.07
	HAYWARD LUMBER COMP Total		1,004.00
01 - GENERAL FUND	HEIHACHIRO TAKARABE	PMT FOR TAI CHI CLA	112.00
01 - GENERAL FUND	HEIHACHIRO TAKARABE	PMT FOR TAI CHI CLA	112.00
	HEIHACHIRO TAKARABE Total		224.00
01 - GENERAL FUND	HOME DEPOT CREDIT S	FINANCE CHARGES	11.93
01 - GENERAL FUND	HOME DEPOT CREDIT S	BATTERY LEAF BLOWER	293.88
	HOME DEPOT CREDIT S Total		305.81
01 - GENERAL FUND	HOMETEK	MEMORIAL BENCHES	165.00
01 - GENERAL FUND	HOMETEK	MEMRY BNCH INSCRIPT	165.00
	HOMETEK Total		330.00
01 - GENERAL FUND	IMPERIAL COUNTY OFF	MRC Q4 APRIL - JUNE	1,677.63
	IMPERIAL COUNTY OFF Total		1,677.63
01 - GENERAL FUND	JEANNIE TRABACK	RFND CANCELLED CLAS	60.00
	JEANNIE TRABACK Total		60.00
01 - GENERAL FUND	JENNIFER LANGFORD	PW SUPPLIES	15.02
	JENNIFER LANGFORD Total		15.02
01 - GENERAL FUND	JENNY JACOX	RFND CANCELLED CLAS	25.00
	JENNY JACOX Total		25.00
01 - GENERAL FUND	JOHN TERNIIEDEN	RFND DAMAGE DEPOSIT	206.00
	JOHN TERNIIEDEN Total		206.00
01 - GENERAL FUND	KAREN CABRERA	RFND PARENT REQUEST	75.00
	KAREN CABRERA Total		75.00
01 - GENERAL FUND	KATHY PRASKE	RFND DAMGE DEPOSIT	206.00
	KATHY PRASKE Total		206.00
01 - GENERAL FUND	KIMBALL MIDWEST	MECH STOCK	277.04
01 - GENERAL FUND	KIMBALL MIDWEST	MECH STOCK	202.22
01 - GENERAL FUND	KIMBALL MIDWEST	B&G TOOL	21.85

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	KIMBALL MIDWEST	CREDIT STREET RETUR	(368.65)
01 - GENERAL FUND	KIMBALL MIDWEST	B&G STOCK	38.70
01 - GENERAL FUND	KIMBALL MIDWEST	STOCK STREET MAINT	68.59
01 - GENERAL FUND	KIMBALL MIDWEST	CREDIT STREET STOCK	(15.51)
01 - GENERAL FUND	KIMBALL MIDWEST	MECH STOCK	162.78
01 - GENERAL FUND	KIMBALL MIDWEST	MECH STOCK	133.46
	KIMBALL MIDWEST Total		520.48
01 - GENERAL FUND	KNOWBE4, INC	KNOWBE4 RENEWAL FOR	4,309.50
	KNOWBE4, INC Total		4,309.50
01 - GENERAL FUND	LANGUAGE LINE SERVI	LANGUAGE SERVICES	46.87
	LANGUAGE LINE SERVI Total		46.87
01 - GENERAL FUND	LAS ANIMAS MARINA	CONCRETE PICO CRKR	1,220.75
01 - GENERAL FUND	LAS ANIMAS MARINA	CONCRETE CROCKER	710.30
	LAS ANIMAS MARINA Total		1,931.05
01 - GENERAL FUND	LEGAL SHIELD	DED:6100 LEGAL SVC	31.75
	LEGAL SHIELD Total		31.75
01 - GENERAL FUND	LEXIPOL LLC	POLICE ONE ACADEMY	3,770.60
01 - GENERAL FUND	LEXIPOL LLC	POLICY & DTBS ANNUA	3,577.07
	LEXIPOL LLC Total		7,347.67
01 - GENERAL FUND	MANUELA VASQUEZ-SIL	POST STORAGE REVERS	238.00
	MANUELA VASQUEZ-SIL Total		238.00
01 - GENERAL FUND	MASS MUTUAL (457 PL	DED:3999 ROTH IRA	1,755.00
01 - GENERAL FUND	MASS MUTUAL (457 PL	DED:4000 DEF COMP	13,840.16
01 - GENERAL FUND	MASS MUTUAL (457 PL	DED:3999 ROTH IRA	1,755.00
01 - GENERAL FUND	MASS MUTUAL (457 PL	DED:4000 DEF COMP	12,958.36
	MASS MUTUAL (457 PL Total		30,308.52
01 - GENERAL FUND	MAYA TICE	REIMB REC SUPPLIES	14.55
01 - GENERAL FUND	MAYA TICE	REIMB POOL SUPPLIES	23.23
	MAYA TICE Total		37.78
01 - GENERAL FUND	MEGAN MCKENNA	RFND CANCELLED CLAS	25.00
01 - GENERAL FUND	MEGAN MCKENNA	RFND CANCEL CLASS	12.00
	MEGAN MCKENNA Total		37.00
01 - GENERAL FUND	MICHELLE PRINGLE	RFND DAMAGE DEPOSIT	206.00
	MICHELLE PRINGLE Total		206.00
01 - GENERAL FUND	MIDWEST TAPE	BOOKS & MATERIALS	203.17
01 - GENERAL FUND	MIDWEST TAPE	BOOKS & MATERIALS	93.94
01 - GENERAL FUND	MIDWEST TAPE	BOOKS & MATERIALS	124.52
	MIDWEST TAPE Total		421.63
01 - GENERAL FUND	MISSION LINEN SUPPL	FD LINEN CLEANING F	89.98
01 - GENERAL FUND	MISSION LINEN SUPPL	FD LINEN CLEANING F	89.98
01 - GENERAL FUND	MISSION LINEN SUPPL	FD LINEN CLEANING F	103.48
01 - GENERAL FUND	MISSION LINEN SUPPL	FD LINEN CLEANING F	89.98
01 - GENERAL FUND	MISSION LINEN SUPPL	FD LINEN CLEANING F	89.98
	MISSION LINEN SUPPL Total		463.40
01 - GENERAL FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	60.65
01 - GENERAL FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	60.65
01 - GENERAL FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	108.22
01 - GENERAL FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	108.22
01 - GENERAL FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.34
01 - GENERAL FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.34
01 - GENERAL FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.34

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	MONTEREY COUNTY WEE	SALARY CLASS ORD	130.50
01 - GENERAL FUND	MONTEREY COUNTY WEE	NOTICE PUBLIC HEARI	261.00
01 - GENERAL FUND	MONTEREY COUNTY WEE	PH HIST RESOURCES	304.50
	MONTEREY COUNTY WEE Total		696.00
01 - GENERAL FUND	MONTEREY TIRE SERVI	REPAIRS PD UNIT 1	577.20
01 - GENERAL FUND	MONTEREY TIRE SERVI	PD UNIT 1	957.59
	MONTEREY TIRE SERVI Total		1,534.79
01 - GENERAL FUND	MPSRU	MPSRU CONTRIBUTIONS	5,000.00
	MPSRU Total		5,000.00
01 - GENERAL FUND	MTRY COUNTY DEPT OF	DED:0023 GARNISH	396.92
01 - GENERAL FUND	MTRY COUNTY DEPT OF	DED:0023 GARNISH	396.92
	MTRY COUNTY DEPT OF Total		793.84
01 - GENERAL FUND	MURRAY MOBILE LIVES	LIVESCAN - VOLUNTEE	155.00
	MURRAY MOBILE LIVES Total		155.00
01 - GENERAL FUND	NAPIER OVERHEAD DOO	PG CEMETERY DOOR FI	4,940.00
	NAPIER OVERHEAD DOO Total		4,940.00
01 - GENERAL FUND	NIELSEN MERKSAMER	LEGAL SERVICES	4,608.00
	NIELSEN MERKSAMER Total		4,608.00
01 - GENERAL FUND	NUTRIEN AG SOLUTION	SQUIRREL BAIT	112.38
	NUTRIEN AG SOLUTION Total		112.38
01 - GENERAL FUND	ODP BUSINESS SOLUTI	CDD OFFICE SUPPLIES	95.39
01 - GENERAL FUND	ODP BUSINESS SOLUTI	CDD OFFICE SUPPLIES	71.78
01 - GENERAL FUND	ODP BUSINESS SOLUTI	ADMIN OFFICE SUPPLI	486.52
01 - GENERAL FUND	ODP BUSINESS SOLUTI	CDD OFFICE SUPPLIES	294.30
01 - GENERAL FUND	ODP BUSINESS SOLUTI	FIN OFFICE SUPPLIES	333.74
01 - GENERAL FUND	ODP BUSINESS SOLUTI	CEM OFFICE SUPPLIES	6.70
01 - GENERAL FUND	ODP BUSINESS SOLUTI	FIN OFFICE SUPPLIES	166.54
01 - GENERAL FUND	ODP BUSINESS SOLUTI	CDD OFFICE SUPPLIES	35.58
01 - GENERAL FUND	ODP BUSINESS SOLUTI	CDD OFFICE SUPPLIES	52.53
01 - GENERAL FUND	ODP BUSINESS SOLUTI	ADMIN OFFICE SUPPLI	72.19
	ODP BUSINESS SOLUTI Total		1,615.27
01 - GENERAL FUND	O'REILLY AUTO ENTER	REPAIR PD UNIT 2	579.90
01 - GENERAL FUND	O'REILLY AUTO ENTER	REPAIR B&G UNIT 50	73.37
01 - GENERAL FUND	O'REILLY AUTO ENTER	PD REPAIR UNIT 5	8.73
01 - GENERAL FUND	O'REILLY AUTO ENTER	REPAIR B&G UNIT 50	15.56
01 - GENERAL FUND	O'REILLY AUTO ENTER	REPAIR B&G UNIT 53	16.49
01 - GENERAL FUND	O'REILLY AUTO ENTER	REPAIR CEM UNIT 71D	76.42
01 - GENERAL FUND	O'REILLY AUTO ENTER	B&G UNIT 50 REPAIRS	79.13
01 - GENERAL FUND	O'REILLY AUTO ENTER	B&G UNIT 58 REPAIRS	15.76
01 - GENERAL FUND	O'REILLY AUTO ENTER	CDD EU-1 REPAIRS	82.49
01 - GENERAL FUND	O'REILLY AUTO ENTER	B&G UNIT 50 REPAIRS	130.05
01 - GENERAL FUND	O'REILLY AUTO ENTER	SEWER UNIT 44 REPAI	28.39
01 - GENERAL FUND	O'REILLY AUTO ENTER	B&G UNIT 50 REPAIRS	212.78
	O'REILLY AUTO ENTER Total		1,319.07
01 - GENERAL FUND	OVERDRIVE, INC.	BOOKS & MATERIALS	11.96
	OVERDRIVE, INC. Total		11.96
01 - GENERAL FUND	OVERHEAD DOOR OF SA	DOOR REPAIR PW	386.31
01 - GENERAL FUND	OVERHEAD DOOR OF SA	FIX DOOR FD	440.61
	OVERHEAD DOOR OF SA Total		826.92
01 - GENERAL FUND	P.F. PETTIBONE & CO	RESOLUTION BINDER	168.95
	P.F. PETTIBONE & CO Total		168.95

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	PACIFIC GAS & ELECT	PW ADMIN 5508-4	1,527.79
01 - GENERAL FUND	PACIFIC GAS & ELECT	GOLF STREET 3438-9	52.06
01 - GENERAL FUND	PACIFIC GAS & ELECT	REC 0956-9	4,737.94
01 - GENERAL FUND	PACIFIC GAS & ELECT	117 RECREATION ROOM	3.79
01 - GENERAL FUND	PACIFIC GAS & ELECT	LOVERS POINT	4.75
01 - GENERAL FUND	PACIFIC GAS & ELECT	1307 FORST SINEX SI	61.62
01 - GENERAL FUND	PACIFIC GAS & ELECT	FIRE DEPT 24%	418.15
01 - GENERAL FUND	PACIFIC GAS & ELECT	580 PINE AVE - LOAN	1,046.81
01 - GENERAL FUND	PACIFIC GAS & ELECT	CONCESSION STAND	63.78
01 - GENERAL FUND	PACIFIC GAS & ELECT	1307 FORST PINE SIG	65.32
01 - GENERAL FUND	PACIFIC GAS & ELECT	165 FOREST AVE	77.95
01 - GENERAL FUND	PACIFIC GAS & ELECT	PUBLIC LIBRARY	90.60
01 - GENERAL FUND	PACIFIC GAS & ELECT	CITY COUNCIL - 3%	94.77
01 - GENERAL FUND	PACIFIC GAS & ELECT	RECREATION - 3%	94.77
01 - GENERAL FUND	PACIFIC GAS & ELECT	162 16TH STREET	98.28
01 - GENERAL FUND	PACIFIC GAS & ELECT	CHAUTAUQUA HALL	98.82
01 - GENERAL FUND	PACIFIC GAS & ELECT	17TH ST & LAUREL	100.88
01 - GENERAL FUND	PACIFIC GAS & ELECT	117 COMMUNITY CTR	112.59
01 - GENERAL FUND	PACIFIC GAS & ELECT	17 MI DR BALLPARK	115.03
01 - GENERAL FUND	PACIFIC GAS & ELECT	FINANCE - 7%	121.96
01 - GENERAL FUND	PACIFIC GAS & ELECT	300 FOREST AVE	159.48
01 - GENERAL FUND	PACIFIC GAS & ELECT	CEDD - 9.5%	165.52
01 - GENERAL FUND	PACIFIC GAS & ELECT	CITY MANAGER - 9.5%	165.52
01 - GENERAL FUND	PACIFIC GAS & ELECT	FIRE DEPT	211.89
01 - GENERAL FUND	PACIFIC GAS & ELECT	FINANCE - 7%	221.13
01 - GENERAL FUND	PACIFIC GAS & ELECT	CHAUTAUQUA HALL	222.46
01 - GENERAL FUND	PACIFIC GAS & ELECT	FOREST 40 FT E/O LH	228.53
01 - GENERAL FUND	PACIFIC GAS & ELECT	117 COMMUNITY CTR	273.99
01 - GENERAL FUND	PACIFIC GAS & ELECT	117 COMMUNITY CTR	283.30
01 - GENERAL FUND	PACIFIC GAS & ELECT	POLICE DEPT	291.41
01 - GENERAL FUND	PACIFIC GAS & ELECT	CEDD - 9.5%	300.10
01 - GENERAL FUND	PACIFIC GAS & ELECT	CITY MANAGER - 9.5%	300.10
01 - GENERAL FUND	PACIFIC GAS & ELECT	17TH ST & LAUREL	546.18
01 - GENERAL FUND	PACIFIC GAS & ELECT	FOREST & CENTRAL DR	550.66
01 - GENERAL FUND	PACIFIC GAS & ELECT	FOREST 40 FT E/O LH	564.45
01 - GENERAL FUND	PACIFIC GAS & ELECT	550 CENTRAL AVE	661.47
01 - GENERAL FUND	PACIFIC GAS & ELECT	POLICE DEPT 43%	749.19
01 - GENERAL FUND	PACIFIC GAS & ELECT	FIRE DEPT 24%	758.14
01 - GENERAL FUND	PACIFIC GAS & ELECT	FOREST & CENTRAL DR	1,220.77
01 - GENERAL FUND	PACIFIC GAS & ELECT	POLICE DEPT 43%	1,358.35
01 - GENERAL FUND	PACIFIC GAS & ELECT	620 OCEAN VIEW POOL	1,497.58
01 - GENERAL FUND	PACIFIC GAS & ELECT	PUBLIC LIBRARY	1,541.88
01 - GENERAL FUND	PACIFIC GAS & ELECT	CALEDONIA ST	0.03
01 - GENERAL FUND	PACIFIC GAS & ELECT	17 MI DR BALLPARK	0.11
01 - GENERAL FUND	PACIFIC GAS & ELECT	FOREST CENTRL SPR	0.31
01 - GENERAL FUND	PACIFIC GAS & ELECT	168 16TH ST	0.46
01 - GENERAL FUND	PACIFIC GAS & ELECT	PLATT PK SPRNKLR	7.08
01 - GENERAL FUND	PACIFIC GAS & ELECT	117 RECREATION ROOM	18.73
01 - GENERAL FUND	PACIFIC GAS & ELECT	CORP YARD SUNSET DR	18.86
01 - GENERAL FUND	PACIFIC GAS & ELECT	PARKING LOT LIGHT	15.77
01 - GENERAL FUND	PACIFIC GAS & ELECT	CORP YARD DM & 5TH	15.87

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	PACIFIC GAS & ELECT	GRAND AV & PK PL	22.30
01 - GENERAL FUND	PACIFIC GAS & ELECT	LOVERS POINT	22.66
01 - GENERAL FUND	PACIFIC GAS & ELECT	PIEDMONT MORELAND	24.72
01 - GENERAL FUND	PACIFIC GAS & ELECT	1307 FORST SINEX SI	26.44
01 - GENERAL FUND	PACIFIC GAS & ELECT	1307 FORST PINE SIG	28.57
01 - GENERAL FUND	PACIFIC GAS & ELECT	BEACH BOAT STORAGE	30.90
01 - GENERAL FUND	PACIFIC GAS & ELECT	PLATT PK SPRNKLR	27.69
01 - GENERAL FUND	PACIFIC GAS & ELECT	COR MELROSE	44.48
01 - GENERAL FUND	PACIFIC GAS & ELECT	PHONE BOOTH-BERWICK	45.55
01 - GENERAL FUND	PACIFIC GAS & ELECT	300 16TH ST.	48.83
01 - GENERAL FUND	PACIFIC GAS & ELECT	17 MILE DRIVE	51.68
01 - GENERAL FUND	PACIFIC GAS & ELECT	CITY COUNCIL - 3%	52.27
01 - GENERAL FUND	PACIFIC GAS & ELECT	RECREATION - 3%	52.27
01 - GENERAL FUND	PACIFIC GAS & ELECT	17 MI DR BALLPARK	8.11
01 - GENERAL FUND	PACIFIC GAS & ELECT	101 CITY HALL/FIN	8.60
01 - GENERAL FUND	PACIFIC GAS & ELECT	101 CITY HALL/CEDD	8.60
01 - GENERAL FUND	PACIFIC GAS & ELECT	OCEANVIEW & 17TH	9.92
01 - GENERAL FUND	PACIFIC GAS & ELECT	CALEDONIA PK LIGHTS	10.56
01 - GENERAL FUND	PACIFIC GAS & ELECT	FOREST CENTRL SPR	10.99
01 - GENERAL FUND	PACIFIC GAS & ELECT	17 MI DR BALLPARK	11.28
01 - GENERAL FUND	PACIFIC GAS & ELECT	168 16TH ST	12.14
01 - GENERAL FUND	PACIFIC GAS & ELECT	BERWICK PARK AT	14.68
01 - GENERAL FUND	PACIFIC GAS & ELECT	COR MELROSE	15.39
01 - GENERAL FUND	PACIFIC GAS & ELECT	REC 4030-4	402.45
01 - GENERAL FUND	PACIFIC GAS & ELECT	PW ADMIN 5508-4	1,213.46
	PACIFIC GAS & ELECT Total		23,541.52
01 - GENERAL FUND	PACIFIC GROVE CITY	DED:7000 ASSOC DUES	840.00
01 - GENERAL FUND	PACIFIC GROVE CITY	DED:7000 ASSOC DUES	840.00
	PACIFIC GROVE CITY Total		1,680.00
01 - GENERAL FUND	PACIFIC GROVE GOLF	PMT FOR JR GOLF CAM	501.20
	PACIFIC GROVE GOLF Total		501.20
01 - GENERAL FUND	PACIFIC GROVE HARDW	B&G SUPPLIES	1,472.74
01 - GENERAL FUND	PACIFIC GROVE HARDW	STREETS SUPPLIES	481.15
01 - GENERAL FUND	PACIFIC GROVE HARDW	MECH SUPPLIES	195.12
01 - GENERAL FUND	PACIFIC GROVE HARDW	KEYS SUPPLIES	6.53
01 - GENERAL FUND	PACIFIC GROVE HARDW	KEY SUPPLIES	15.28
01 - GENERAL FUND	PACIFIC GROVE HARDW	POOL SUPPLIES	11.10
01 - GENERAL FUND	PACIFIC GROVE HARDW	LIBRARY SUPPLIES	44.06
01 - GENERAL FUND	PACIFIC GROVE HARDW	MUSEUM SUPPLIES	46.93
01 - GENERAL FUND	PACIFIC GROVE HARDW	POLICE B&G SUPPLIES	114.26
01 - GENERAL FUND	PACIFIC GROVE HARDW	OFFICE SUPPLIES	17.55
	PACIFIC GROVE HARDW Total		2,404.72
01 - GENERAL FUND	PACIFIC GROVE LIBRA	PMT LOST LIBRARY BO	9.29
	PACIFIC GROVE LIBRA Total		9.29
01 - GENERAL FUND	PACIFIC GROVE MANAG	DED:7203 ASSOC DUES	50.00
01 - GENERAL FUND	PACIFIC GROVE MANAG	DED:7203 ASSOC DUES	50.00
	PACIFIC GROVE MANAG Total		100.00
01 - GENERAL FUND	PACIFIC LIBRARY PAR	PLP MEMBERSHIP FEES	8,641.00
	PACIFIC LIBRARY PAR Total		8,641.00
01 - GENERAL FUND	PACIFIC PRODUCTS &	PAINT FOR STREETS	4,315.38
01 - GENERAL FUND	PACIFIC PRODUCTS &	PAINT	713.72

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
	PACIFIC PRODUCTS & Total		5,029.10
01 - GENERAL FUND	PACIFIC WEST WATER	ADMIN WATER SYSTEM	42.85
01 - GENERAL FUND	PACIFIC WEST WATER	CDD WATER SYSTEM	42.85
	PACIFIC WEST WATER Total		85.70
01 - GENERAL FUND	PATRICIA MACASPAC	RFND DAMAGE DEPOSIT	206.00
	PATRICIA MACASPAC Total		206.00
01 - GENERAL FUND	PEDRO DELGADILLO	RFND PERMIT FEES	520.80
	PEDRO DELGADILLO Total		520.80
01 - GENERAL FUND	PERS	DED:0022 PERS SP MS	159.61
01 - GENERAL FUND	PERS	DED:0016 PERS-RETRO	134.57
01 - GENERAL FUND	PERS	DED:08 PERS OTHER	353.45
01 - GENERAL FUND	PERS	DED:0019 PERS RT SF	58.91
01 - GENERAL FUND	PERS	DED:0004 SURV BEN	90.21
01 - GENERAL FUND	PERS	DED:0025 PERS RT MS	104.35
01 - GENERAL FUND	PERS	DED:0009 PERS OTHER	817.13
01 - GENERAL FUND	PERS	DED:0018 PERS SP SF	1,025.35
01 - GENERAL FUND	PERS	DED:0000 PERS	5,187.22
01 - GENERAL FUND	PERS	DED:07 PERS CITY	6,012.06
01 - GENERAL FUND	PERS	DED:0002 PERS	3,189.83
01 - GENERAL FUND	PERS	DED:0021 PERS REG M	13,130.88
01 - GENERAL FUND	PERS	DED:0020 PERS ER M3	13,602.32
01 - GENERAL FUND	PERS	DED:0006 PERS CITY	8,393.48
01 - GENERAL FUND	PERS	DED:01 PERS	9,240.27
01 - GENERAL FUND	PERS	DED:0017 PERS RG SF	9,321.11
01 - GENERAL FUND	PERS	DED:0011 PERS ER SF	10,412.91
01 - GENERAL FUND	PERS	DED:0019 PERS RT SF	(58.91)
01 - GENERAL FUND	PERS	DED:0004 SURV BEN	(90.21)
01 - GENERAL FUND	PERS	DED:0025 PERS RT MS	(104.35)
01 - GENERAL FUND	PERS	DED:0016 PERS-RETRO	(134.57)
01 - GENERAL FUND	PERS	DED:0022 PERS SP MS	(159.61)
01 - GENERAL FUND	PERS	DED:08 PERS OTHER	(353.45)
01 - GENERAL FUND	PERS	DED:0009 PERS OTHER	(817.13)
01 - GENERAL FUND	PERS	DED:0018 PERS SP SF	(1,025.35)
01 - GENERAL FUND	PERS	DED:0002 PERS	(3,189.83)
01 - GENERAL FUND	PERS	DED:0000 PERS	(5,187.22)
01 - GENERAL FUND	PERS	DED:07 PERS CITY	(6,012.06)
01 - GENERAL FUND	PERS	DED:0006 PERS CITY	(8,393.48)
01 - GENERAL FUND	PERS	DED:01 PERS	(9,240.27)
01 - GENERAL FUND	PERS	DED:0017 PERS RG SF	(9,321.11)
01 - GENERAL FUND	PERS	DED:0011 PERS ER SF	(10,412.91)
01 - GENERAL FUND	PERS	DED:0021 PERS REG M	(13,130.88)
01 - GENERAL FUND	PERS	DED:0020 PERS ER M3	(13,602.32)
01 - GENERAL FUND	PERS	DED:0025 PERS RT MS	4.63
01 - GENERAL FUND	PERS	DED:0009 PERS OTHER	672.89
01 - GENERAL FUND	PERS	DED:08 PERS OTHER	417.57
01 - GENERAL FUND	PERS	DED:0022 PERS SP MS	324.98
01 - GENERAL FUND	PERS	DED:0004 SURV BEN	90.21
01 - GENERAL FUND	PERS	DED:07 PERS CITY	6,614.13
01 - GENERAL FUND	PERS	DED:0006 PERS CITY	7,828.42
01 - GENERAL FUND	PERS	DED:0017 PERS RG SF	9,068.26
01 - GENERAL FUND	PERS	DED:0011 PERS ER SF	10,014.73

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	PERS	DED:01 PERS	10,136.91
01 - GENERAL FUND	PERS	DED:0000 PERS	4,805.89
01 - GENERAL FUND	PERS	DED:0018 PERS SP SF	939.20
01 - GENERAL FUND	PERS	DED:0002 PERS	3,189.83
01 - GENERAL FUND	PERS	DED:0021 PERS REG M	13,061.60
01 - GENERAL FUND	PERS	DED:0020 PERS ER M3	13,598.62
01 - GENERAL FUND	PERS	DED:0025 PERS RT MS	(4.63)
01 - GENERAL FUND	PERS	DED:0004 SURV BEN	(90.21)
01 - GENERAL FUND	PERS	DED:0022 PERS SP MS	(324.98)
01 - GENERAL FUND	PERS	DED:08 PERS OTHER	(417.57)
01 - GENERAL FUND	PERS	DED:0009 PERS OTHER	(672.89)
01 - GENERAL FUND	PERS	DED:0018 PERS SP SF	(939.20)
01 - GENERAL FUND	PERS	DED:0002 PERS	(3,189.83)
01 - GENERAL FUND	PERS	DED:0000 PERS	(4,805.89)
01 - GENERAL FUND	PERS	DED:07 PERS CITY	(6,614.13)
01 - GENERAL FUND	PERS	DED:0006 PERS CITY	(7,828.42)
01 - GENERAL FUND	PERS	DED:0017 PERS RG SF	(9,068.26)
01 - GENERAL FUND	PERS	DED:0011 PERS ER SF	(10,014.73)
01 - GENERAL FUND	PERS	DED:01 PERS	(10,136.91)
01 - GENERAL FUND	PERS	DED:0021 PERS REG M	(13,061.60)
01 - GENERAL FUND	PERS	DED:0020 PERS ER M3	(13,598.62)
01 - GENERAL FUND	PERS	SEP 2024 UAL	4,083.33
01 - GENERAL FUND	PERS	SEP 2024 UAL	4,333.33
01 - GENERAL FUND	PERS	SEP 2024 UAL	6,416.67
01 - GENERAL FUND	PERS	SEP 2024 UAL	8,416.67
01 - GENERAL FUND	PERS	SEP 2024 UAL	10,750.00
01 - GENERAL FUND	PERS	SEP 2024 UAL	250.00
01 - GENERAL FUND	PERS	SEP 2024 UAL	500.00
01 - GENERAL FUND	PERS	SEP 2024 UAL	1,333.33
01 - GENERAL FUND	PERS	SEP 2024 UAL	12,500.00
01 - GENERAL FUND	PERS	SEP 2024 UAL	13,583.33
01 - GENERAL FUND	PERS	SEP 2024 UAL	13,916.67
01 - GENERAL FUND	PERS	SEP 2024 UAL	14,833.33
01 - GENERAL FUND	PERS	SEP 2024 UAL	16,833.33
01 - GENERAL FUND	PERS	SEP 2024 UAL	107,666.67
01 - GENERAL FUND	PERS	SEP 2024 UAL	135,596.92
01 - GENERAL FUND	PERS	PPE 8.17.24 SUPPLEM	3,388.40
01 - GENERAL FUND	PERS	PPE 8.17.24 SUPPLEM	62,292.43
01 - GENERAL FUND	PERS	PPE 6/22/24 SUPPLEM	583.24
01 - GENERAL FUND	PERS	17681665	200.00
01 - GENERAL FUND	PERS	17661967	200.00
01 - GENERAL FUND	PERS	17663660	1,000.00
01 - GENERAL FUND	PERS	PPE 7.20.24	74,961.99
01 - GENERAL FUND	PERS	PERS 8.3.24	75,188.88
01 - GENERAL FUND	PERS	PPE 9.14.24	80,676.77
	PERS Total		649,505.29
01 - GENERAL FUND	POINT PINOS GRILL	CPG MGR'S MTG 8/23/	533.58
01 - GENERAL FUND	POINT PINOS GRILL	CPG MGR'S MTG 8/23/	(533.58)
	POINT PINOS GRILL Total		-
01 - GENERAL FUND	POLICE OFFICERS ASS	DED:7205 ASSOC DUES	884.41
01 - GENERAL FUND	POLICE OFFICERS ASS	DED:7204 ASSOC DUES	8.00

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	POLICE OFFICERS ASS	DED:7205 ASSOC DUES	841.50
	POLICE OFFICERS ASS Total		1,733.91
01 - GENERAL FUND	PURE WATER	PW WATER SERVICE	25.80
01 - GENERAL FUND	PURE WATER	MECH WATER SERVICE	25.80
01 - GENERAL FUND	PURE WATER	B&G WATER SERVICE	25.80
01 - GENERAL FUND	PURE WATER	STREET WATER SVC	25.80
	PURE WATER Total		103.20
01 - GENERAL FUND	QUADIENT FINANCE US	POSTAGE	1,050.00
	QUADIENT FINANCE US Total		1,050.00
01 - GENERAL FUND	R & S HEATING AND S	LIBRARY EXHAUST FAN	3,292.75
01 - GENERAL FUND	R & S HEATING AND S	LIBRARY VENT REPAIR	481.78
	R & S HEATING AND S Total		3,774.53
01 - GENERAL FUND	RACHEL SHEKELL	RFND DAMAGE DEPOSIT	206.00
	RACHEL SHEKELL Total		206.00
01 - GENERAL FUND	RAZZOLINK INC.	WEB HOSTING	19.99
01 - GENERAL FUND	RAZZOLINK INC.	WEB HOSTING	19.99
01 - GENERAL FUND	RAZZOLINK INC.	WEB HOSTING	19.99
	RAZZOLINK INC. Total		59.97
01 - GENERAL FUND	READY REFRESH	WATER SERVICES	26.49
	READY REFRESH Total		26.49
01 - GENERAL FUND	REBECCA POZZI	RFND REQUEST	99.00
	REBECCA POZZI Total		99.00
01 - GENERAL FUND	REPUBLIC ELEVATOR,	ELEVATOR INSPECTION	2,118.27
	REPUBLIC ELEVATOR, Total		2,118.27
01 - GENERAL FUND	ROOTER KING	RFND PERMIT FEES	154.00
	ROOTER KING Total		154.00
01 - GENERAL FUND	ROUKYA FILMS	RFND PD PERMIT FEES	2,330.50
	ROUKYA FILMS Total		2,330.50
01 - GENERAL FUND	ROXANE J VIRAY	RETRMT BENEFITS SEP	150.00
	ROXANE J VIRAY Total		150.00
01 - GENERAL FUND	SALINAS VALLEY PROS	UNIFORMS	525.72
01 - GENERAL FUND	SALINAS VALLEY PROS	UNIFORMS	577.06
	SALINAS VALLEY PROS Total		1,102.78
01 - GENERAL FUND	SANDRA KANDELL	MILEAGE FOR FILINGS	31.29
	SANDRA KANDELL Total		31.29
01 - GENERAL FUND	SENTRY ALARM SYSTEM	LIBRARY ALARM FIX	270.33
01 - GENERAL FUND	SENTRY ALARM SYSTEM	GOLF COURSE ALARM F	317.74
01 - GENERAL FUND	SENTRY ALARM SYSTEM	LIBRARY ALARM SVC	1,068.99
01 - GENERAL FUND	SENTRY ALARM SYSTEM	FIRE DEPT ALARM	250.00
	SENTRY ALARM SYSTEM Total		1,907.06
01 - GENERAL FUND	SIR SPEEDY	LIBRARY BUS CARDS	172.73
	SIR SPEEDY Total		172.73
01 - GENERAL FUND	STANDARD INSURANCE	DED:3500 LIFE INS	1,464.75
	STANDARD INSURANCE Total		1,464.75
01 - GENERAL FUND	STAPHANY ARRIOLA	HR EMPLOYEE ENGAGMT	36.69
	STAPHANY ARRIOLA Total		36.69
01 - GENERAL FUND	STATE DISABILITY TA	DED:0026 SDI	4,163.63
01 - GENERAL FUND	STATE DISABILITY TA	DED:0026 SDI	3,919.47
	STATE DISABILITY TA Total		8,083.10
01 - GENERAL FUND	TASHA STEVENS	RFND PARENT REQ	34.50
	TASHA STEVENS Total		34.50

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	TIMOTHY D BOWEN	CNTRCTR PMT FOR CAM	2,952.60
	TIMOTHY D BOWEN Total		2,952.60
01 - GENERAL FUND	TOM'S SITE SERVICES	TOILET / HAND WASHI	3,935.58
	TOM'S SITE SERVICES Total		3,935.58
01 - GENERAL FUND	TRACNET CORPORATION	RMS MEMBERSHIP MAIN	9,500.00
01 - GENERAL FUND	TRACNET CORPORATION	PD RMS MAINTENANCE	3,468.00
	TRACNET CORPORATION Total		12,968.00
01 - GENERAL FUND	TRANSAMERICA EMPLOY	DED:5202 TRANSAMERI	384.68
01 - GENERAL FUND	TRANSAMERICA EMPLOY	DED:5202 TRANSAMERI	384.68
	TRANSAMERICA EMPLOY Total		769.36
01 - GENERAL FUND	TRANSUNION RISK AND	TLO POLICE DEPT	108.60
01 - GENERAL FUND	TRANSUNION RISK AND	TLO	75.00
	TRANSUNION RISK AND Total		183.60
01 - GENERAL FUND	UNION BANK OF CALIF	DED:4005 PARS-457	825.44
01 - GENERAL FUND	UNION BANK OF CALIF	DED:4005 PARS-457	969.02
	UNION BANK OF CALIF Total		1,794.46
01 - GENERAL FUND	UNITED WAY MONTEREY	FY 24/25 SUBSCRIPTI	5,000.00
	UNITED WAY MONTEREY Total		5,000.00
01 - GENERAL FUND	US BANK	LATE FEE	13.32
01 - GENERAL FUND	US BANK	L LIVIAN TRAING TRV	213.34
01 - GENERAL FUND	US BANK	M KHASIMI WEBHOSTIN	41.98
01 - GENERAL FUND	US BANK	M KHASIMI SOFTWARE	148.20
01 - GENERAL FUND	US BANK	S KANDELL POSTAGE	30.45
01 - GENERAL FUND	US BANK	S ARRIOLA OVERNIGHT	30.45
01 - GENERAL FUND	US BANK	S ARRIOLA LUNCHEON	42.01
01 - GENERAL FUND	US BANK	L LIVIAN EMPLY ENGM	157.80
01 - GENERAL FUND	US BANK	D GHOPWA SUBSCRIPT	26.00
01 - GENERAL FUND	US BANK	S ARRIOLA MAILCHIMP	57.75
01 - GENERAL FUND	US BANK	M KHASIMI SUPPLIES	191.20
01 - GENERAL FUND	US BANK	D GHOPWA SUPPLIES	45.95
01 - GENERAL FUND	US BANK	S HOFFMAN UNIFORM	31.45
01 - GENERAL FUND	US BANK	D GHOPWA MISC EXP	76.48
01 - GENERAL FUND	US BANK	S HOFFMAN EMBROIDER	107.00
01 - GENERAL FUND	US BANK	D GHOB&G MISC	132.50
01 - GENERAL FUND	US BANK	D GHOSAFETY EQUIP	202.09
01 - GENERAL FUND	US BANK	S ARRIOLA BIZ CARDS	27.31
01 - GENERAL FUND	US BANK	S ARRIOLA BIZ CARDS	27.32
01 - GENERAL FUND	US BANK	K VAUGHN OFF SUPPLI	43.47
01 - GENERAL FUND	US BANK	C MADALONE CREDIT	(1,172.48)
01 - GENERAL FUND	US BANK	M MOGENSEN WATER	4.00
01 - GENERAL FUND	US BANK	B ANDERSON NT OUT	1,076.70
01 - GENERAL FUND	US BANK	C MADALONE PROMO	1,615.97
01 - GENERAL FUND	US BANK	B ANDERSON LODGING	1,172.48
01 - GENERAL FUND	US BANK	C MADALONE LODGING	1,172.48
01 - GENERAL FUND	US BANK	M KHASIMI MISAC	1,750.00
01 - GENERAL FUND	US BANK	S ARRIOLA CTY CNCL	373.58
01 - GENERAL FUND	US BANK	S ARRIOLA RECRUIT A	400.00
01 - GENERAL FUND	US BANK	L LIVIAN EMPLYMT AD	599.00
01 - GENERAL FUND	US BANK	S ARRIOLA CMC CLASS	400.00
01 - GENERAL FUND	US BANK	C MADALONE TRAINING	439.00
01 - GENERAL FUND	US BANK	M MOGENSEN TRAVEL	476.01

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	US BANK	PD TRAVEL TRAINING	970.35
01 - GENERAL FUND	US BANK	M KHASIMI SUBSCRIPT	672.75
01 - GENERAL FUND	US BANK	D DELFINO CAR WASH	260.00
01 - GENERAL FUND	US BANK	M KHASIMI SUPPLIES	436.63
01 - GENERAL FUND	US BANK	S HOFFMAN PRIME MBR	545.16
01 - GENERAL FUND	US BANK	D GH0 B&G VEHICLE	445.16
01 - GENERAL FUND	US BANK	M KHASIMI SOFTWARE	914.51
01 - GENERAL FUND	US BANK	K CLARK REC SUPPLIE	266.22
01 - GENERAL FUND	US BANK	D GH0 MECH STOCK	248.44
01 - GENERAL FUND	US BANK	C COYLE BOOKS / MAT	249.07
01 - GENERAL FUND	US BANK	C COYLE LIB SUPPLIE	418.46
01 - GENERAL FUND	US BANK	K CLARK OFFICE SUPP	509.82
01 - GENERAL FUND	US BANK	S HOFFMAN SUPPLIES	536.07
01 - GENERAL FUND	US BANK	D DELFINO EQUIPMT	562.58
	US BANK Total		16,988.03
01 - GENERAL FUND	VALLEY SAW & GARDEN	COMMERCIAL CHAIN	29.49
01 - GENERAL FUND	VALLEY SAW & GARDEN	LANDSCAPING TOOLS	410.78
	VALLEY SAW & GARDEN Total		440.27
01 - GENERAL FUND	VERIZON BUSINESS	PORT ACCESS	2,598.22
01 - GENERAL FUND	VERIZON BUSINESS	PORT ACCESS	500.12
	VERIZON BUSINESS Total		3,098.34
01 - GENERAL FUND	VERIZON WIRELESS	PW PHONE	1,097.18
01 - GENERAL FUND	VERIZON WIRELESS	PW PHONE	10.02
01 - GENERAL FUND	VERIZON WIRELESS	LIBRARY PHONE	76.02
01 - GENERAL FUND	VERIZON WIRELESS	REC PHONE	37.50
01 - GENERAL FUND	VERIZON WIRELESS	ADMIN PHONE	58.36
01 - GENERAL FUND	VERIZON WIRELESS	FIRE DEPT PHONE	68.13
01 - GENERAL FUND	VERIZON WIRELESS	ADMIN / IT PHONE	68.81
01 - GENERAL FUND	VERIZON WIRELESS	CDD PHONE	97.91
01 - GENERAL FUND	VERIZON WIRELESS	PD PHONE	103.72
01 - GENERAL FUND	VERIZON WIRELESS	CITY MGR PHONE	142.61
01 - GENERAL FUND	VERIZON WIRELESS	PW PHONES	10.02
01 - GENERAL FUND	VERIZON WIRELESS	REC PHONES	37.54
01 - GENERAL FUND	VERIZON WIRELESS	FD PHONES	63.32
01 - GENERAL FUND	VERIZON WIRELESS	IT PHONES	68.81
01 - GENERAL FUND	VERIZON WIRELESS	LIBRARY PHONES	76.02
01 - GENERAL FUND	VERIZON WIRELESS	CDD PHONES	96.83
01 - GENERAL FUND	VERIZON WIRELESS	PD PHONES	103.82
01 - GENERAL FUND	VERIZON WIRELESS	CM PHONES	128.86
01 - GENERAL FUND	VERIZON WIRELESS	IT / ADMIN PHONES	249.07
01 - GENERAL FUND	VERIZON WIRELESS	PW PHONES	529.64
	VERIZON WIRELESS Total		3,124.19
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
01 - GENERAL FUND	VESTIS SERVICES, LL	LINEN SERVICES FY 2	175.33
	VESTIS SERVICES, LL Total		1,928.63
01 - GENERAL FUND	VISION SERVICE PLAN	DED:2503 VISION FAM	390.00
01 - GENERAL FUND	VISION SERVICE PLAN	DED:300 VISION	174.50
01 - GENERAL FUND	VISION SERVICE PLAN	DED:301 VISION	45.00
01 - GENERAL FUND	VISION SERVICE PLAN	DED:2502 VISION	69.80
01 - GENERAL FUND	VISION SERVICE PLAN	DED:302 VISION	15.00
01 - GENERAL FUND	VISION SERVICE PLAN	DED:2503 VISION FAM	375.00
01 - GENERAL FUND	VISION SERVICE PLAN	DED:300 VISION	202.42
01 - GENERAL FUND	VISION SERVICE PLAN	DED:302 VISION	15.00
01 - GENERAL FUND	VISION SERVICE PLAN	DED:2502 VISION	76.78
01 - GENERAL FUND	VISION SERVICE PLAN	DED:301 VISION	45.00
	VISION SERVICE PLAN Total		1,408.50
01 - GENERAL FUND	WATSONVILLE FORD	REPAIR PD UNIT 2	151.42
01 - GENERAL FUND	WATSONVILLE FORD	REPAIR PD UNIT 5	654.00
01 - GENERAL FUND	WATSONVILLE FORD	REPAIRS PD UNIT 1	409.43
01 - GENERAL FUND	WATSONVILLE FORD	MECH STOCK	285.13
01 - GENERAL FUND	WATSONVILLE FORD	MECH STOCK	214.89
	WATSONVILLE FORD Total		1,714.87
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	180.28
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	180.28
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	201.58
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	201.58
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	212.52
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	212.52
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	212.52
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	212.52
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	213.74
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	213.74
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	248.43
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	248.43
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	252.93
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	289.05
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	307.11
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	307.11
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	307.11
01 - GENERAL FUND	WELLS FARGO VENDOR	FY 24/25 KONICA LEA	343.24
	WELLS FARGO VENDOR Total		4,344.69
01 - GENERAL FUND	WEX BANK	FUEL CARD	60.00
	WEX BANK Total		60.00
01 - GENERAL FUND	YAO QIAN	RFND CANCELLED CLAS	25.00
01 - GENERAL FUND	YAO QIAN	RFND CANCEL CLASS	12.00
	YAO QIAN Total		37.00
07 - LIBRARY BLDG & EQUIP FUND	CARMEL PINE CONE	LOCAL HISTORY DISPL	416.00
	CARMEL PINE CONE Total		416.00
07 - LIBRARY BLDG & EQUIP FUND	CHRISTINE LEONORA C	REIMB FOR PHOTOGRPH	112.50
	CHRISTINE LEONORA C Total		112.50
07 - LIBRARY BLDG & EQUIP FUND	JERRY TAKIGAWA DESI	LOCAL HISTORY	300.00
07 - LIBRARY BLDG & EQUIP FUND	JERRY TAKIGAWA DESI	LOCAL HISTORY	458.33
	JERRY TAKIGAWA DESI Total		758.33

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
07 - LIBRARY BLDG & EQUIP FUND	RUTH BOLDUAN	LOCAL HISTORY	100.00
	RUTH BOLDUAN Total		100.00
07 - LIBRARY BLDG & EQUIP FUND	SLOWFIBER	LOCAL HISTORY	100.00
	SLOWFIBER Total		100.00
08 - MUSEUM IMPROVEMENT FUND	COASTAL FABRICATION	MUSEUM MEZZANINE RE	33,768.48
	COASTAL FABRICATION Total		33,768.48
10 - HOSPITALITY IMPRVMT DIST.	SEE MONTEREY	MCTID JUL-SEPT 2024	40,375.00
	SEE MONTEREY Total		40,375.00
15 - HOUSING FUND	PERS	SEP 2024 UAL	1,833.33
	PERS Total		1,833.33
15 - HOUSING FUND	US BANK	A KROEGER LUNCH MTG	147.92
	US BANK Total		147.92
18 - GAS TAX FUND	BEAR ELECTRICAL SOL	TRAFFIC SIGNAL MAIN	250.00
	BEAR ELECTRICAL SOL Total		250.00
18 - GAS TAX FUND	CALIFORNIA AMERICAN	ST FUND 50%	340.49
18 - GAS TAX FUND	CALIFORNIA AMERICAN	ST FUND 50%	283.20
	CALIFORNIA AMERICAN Total		623.69
18 - GAS TAX FUND	PACIFIC GAS & ELECT	PW 4482-4	8,640.44
18 - GAS TAX FUND	PACIFIC GAS & ELECT	FOREST AV SUNSET AV	61.92
18 - GAS TAX FUND	PACIFIC GAS & ELECT	FOREST AVE SUNSET A	44.76
18 - GAS TAX FUND	PACIFIC GAS & ELECT	FOREST AV SUNSET AV	20.80
18 - GAS TAX FUND	PACIFIC GAS & ELECT	FOREST AVE SUNSET A	21.97
18 - GAS TAX FUND	PACIFIC GAS & ELECT	19TH & SUNSET DR.	0.28
18 - GAS TAX FUND	PACIFIC GAS & ELECT	19TH & SUNSET DR.	15.46
18 - GAS TAX FUND	PACIFIC GAS & ELECT	PW 4482-4	8,765.78
	PACIFIC GAS & ELECT Total		17,571.41
18 - GAS TAX FUND	PERS	SEP 2024 UAL	2,333.33
	PERS Total		2,333.33
24 - STILLWELL CHILDREN'S POOL	AMERICAN SUPPLY COM	POOL CHLORINE	106.68
24 - STILLWELL CHILDREN'S POOL	AMERICAN SUPPLY COM	POOL CHLORINE	106.68
24 - STILLWELL CHILDREN'S POOL	AMERICAN SUPPLY COM	POOL CHLORINE	106.68
24 - STILLWELL CHILDREN'S POOL	AMERICAN SUPPLY COM	POOL CHLORINE	106.68
	AMERICAN SUPPLY COM Total		426.72
27 - LIGHTHOUSE MAINT.& IMPV.	AT&T CALNET 3	LIGHTHSE PHONE 3247	31.18
27 - LIGHTHOUSE MAINT.& IMPV.	AT&T CALNET 3	LH PHONE 9391063247	30.42
	AT&T CALNET 3 Total		61.60
27 - LIGHTHOUSE MAINT.& IMPV.	BELLA TERRA PUBLISH	LIGHTHOUSE MERCH	207.91
	BELLA TERRA PUBLISH Total		207.91
27 - LIGHTHOUSE MAINT.& IMPV.	CALIFORNIA AMERICAN	90 ASILOMAR	206.67
27 - LIGHTHOUSE MAINT.& IMPV.	CALIFORNIA AMERICAN	90 ASILOMAR	297.78
	CALIFORNIA AMERICAN Total		504.45
27 - LIGHTHOUSE MAINT.& IMPV.	DEREK ZAUGG	RFND DOUBLE CHARGED	17.51
	DEREK ZAUGG Total		17.51
27 - LIGHTHOUSE MAINT.& IMPV.	ESCARRAGA'S LUXURY	LIGHTHOUSE CLEANING	480.00
27 - LIGHTHOUSE MAINT.& IMPV.	ESCARRAGA'S LUXURY	LIGHTHOUSE CLEANING	480.00
	ESCARRAGA'S LUXURY Total		960.00
27 - LIGHTHOUSE MAINT.& IMPV.	FEDERICO'S EMBROIDE	MERCHANDISE HATS	669.10
	FEDERICO'S EMBROIDE Total		669.10
27 - LIGHTHOUSE MAINT.& IMPV.	HAPPY WOMAN JEWELRY	LIGHTHOUSE MERCH	402.00
	HAPPY WOMAN JEWELRY Total		402.00
27 - LIGHTHOUSE MAINT.& IMPV.	JENNIFER LANGFORD	MAILING POSTAGE	10.40

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
	JENNIFER LANGFORD Total		10.40
27 - LIGHTHOUSE MAINT.& IMPV.	KEN HINSHAW	LIGHTHOUSE MAINT	340.79
	KEN HINSHAW Total		340.79
27 - LIGHTHOUSE MAINT.& IMPV.	LIFE AT SEA	LIGHTHOUSE GIFT MER	1,473.75
	LIFE AT SEA Total		1,473.75
27 - LIGHTHOUSE MAINT.& IMPV.	PACIFIC GAS & ELECT	ASILOMAR BLVD PG LH	23.58
27 - LIGHTHOUSE MAINT.& IMPV.	PACIFIC GAS & ELECT	ASILOMAR BLVD PG LH	5.37
	PACIFIC GAS & ELECT Total		28.95
27 - LIGHTHOUSE MAINT.& IMPV.	PACIFIC GROVE HARDW	LIGHTHOUSE SUPPLIES	185.62
	PACIFIC GROVE HARDW Total		185.62
27 - LIGHTHOUSE MAINT.& IMPV.	US BANK	D GH0 LH MERCH	2,248.80
	US BANK Total		2,248.80
40 - POETRY PROMOTION FUND	ALEJANDRA LUCI JIM	POETRY PROMO	100.00
	ALEJANDRA LUCI JIM Total		100.00
40 - POETRY PROMOTION FUND	AMAZON CAPITAL SERV	POETRY PROMO	49.56
	AMAZON CAPITAL SERV Total		49.56
40 - POETRY PROMOTION FUND	CHRISTINE LEONORA C	REIMB FOR PHOTO	112.50
	CHRISTINE LEONORA C Total		112.50
40 - POETRY PROMOTION FUND	JERRY TAKIGAWA DESI	POETRY PROMOTION	300.00
40 - POETRY PROMOTION FUND	JERRY TAKIGAWA DESI	POETRY PROMO	458.33
	JERRY TAKIGAWA DESI Total		758.33
40 - POETRY PROMOTION FUND	NANCY MILLER GOMEZ	POETRY READING	100.00
	NANCY MILLER GOMEZ Total		100.00
40 - POETRY PROMOTION FUND	RUTH BOLDUAN	POETRY PROMO	100.00
	RUTH BOLDUAN Total		100.00
40 - POETRY PROMOTION FUND	SLOWFIBER	POETRY PROMO	100.00
	SLOWFIBER Total		100.00
40 - POETRY PROMOTION FUND	US BANK	C COYLE POETRY PROM	322.13
	US BANK Total		322.13
43 - SLESF FUND	ENTERPRISE FM TRUST	FY24/25 LEASED VEHI	2,167.39
43 - SLESF FUND	ENTERPRISE FM TRUST	FY24/25 LEASED VEHI	2,231.55
	ENTERPRISE FM TRUST Total		4,398.94
63 - CAPITAL IMPROV PROJ FUND	MONTEREY PENINSULA	POINT PINOS COASTAL	7,125.00
	MONTEREY PENINSULA Total		7,125.00
70 - EMP BENEFIT FUND	CALPERS HEALTH	SEP24 RET & CHANGES	9,528.09
	CALPERS HEALTH Total		9,528.09
70 - EMP BENEFIT FUND	HEALTHEQUITY, INC.	EMPLOYEE USAGE HCFS	10.00
70 - EMP BENEFIT FUND	HEALTHEQUITY, INC.	EMPLOYEE USAGE HCFS	59.80
	HEALTHEQUITY, INC. Total		69.80
70 - EMP BENEFIT FUND	PARS	ARS PARS JULY FEES	357.27
	PARS Total		357.27
70 - EMP BENEFIT FUND	STANDARD INSURANCE	SEP2024 PREMIUMS	2,634.71
70 - EMP BENEFIT FUND	STANDARD INSURANCE	AUG 2024 DENTAL	12,703.00
	STANDARD INSURANCE Total		15,337.71
71 - WORKERS COMP FUND	PARMA	FY24/25 MEMBERSHIP	150.00
	PARMA Total		150.00
71 - WORKERS COMP FUND	PERS	SEP 2024 UAL	750.00
	PERS Total		750.00
72 - LIABILITY INS FUND	PARMA	FY24/25 MEMBERSHIP	150.00
	PARMA Total		150.00
72 - LIABILITY INS FUND	PERS	SEP 2024 UAL	666.67

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
	PERS Total		666.67
74 - LOCAL WATER PROJECT	CALIFORNIA AMERICAN	1313 OCEAN VIEW BLV	260,668.00
74 - LOCAL WATER PROJECT	CALIFORNIA AMERICAN	1313 OCEAN VIEW BLV	44,727.43
	CALIFORNIA AMERICAN Total		305,395.43
74 - LOCAL WATER PROJECT	PACIFIC GAS & ELECT	LMP 0792-1	10,207.99
	PACIFIC GAS & ELECT Total		10,207.99
74 - LOCAL WATER PROJECT	PERC WATER CORPORAT	FY 24/25 LWP O&M	39,108.21
74 - LOCAL WATER PROJECT	PERC WATER CORPORAT	FY 24/25 LWP O&M	56,648.43
	PERC WATER CORPORAT Total		95,756.64
75 - CEMETERY FUND	CALIFORNIA AMERICAN	1254 DELMONTECEM70%	250.64
75 - CEMETERY FUND	CALIFORNIA AMERICAN	CEM 4%	27.24
75 - CEMETERY FUND	CALIFORNIA AMERICAN	CEM 4%	22.66
75 - CEMETERY FUND	CALIFORNIA AMERICAN	1254 DELMONTECEM70%	174.38
	CALIFORNIA AMERICAN Total		474.92
75 - CEMETERY FUND	HAYWARD LUMBER COMP	MORTAR MIX	45.32
75 - CEMETERY FUND	HAYWARD LUMBER COMP	CEM MORTAR MIX	11.33
75 - CEMETERY FUND	HAYWARD LUMBER COMP	MORTAR MIX	22.65
75 - CEMETERY FUND	HAYWARD LUMBER COMP	MORTAR MIX	22.65
75 - CEMETERY FUND	HAYWARD LUMBER COMP	MORTAR MIX	22.85
	HAYWARD LUMBER COMP Total		124.80
75 - CEMETERY FUND	LLORIN-VELASQUEZ CO	CEM LANDSCAPE JULY	2,650.00
75 - CEMETERY FUND	LLORIN-VELASQUEZ CO	CEM LANDSCAPE AUG	2,650.00
	LLORIN-VELASQUEZ CO Total		5,300.00
75 - CEMETERY FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.33
75 - CEMETERY FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.33
75 - CEMETERY FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	11.57
75 - CEMETERY FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	85.11
75 - CEMETERY FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.33
75 - CEMETERY FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.33
75 - CEMETERY FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.33
75 - CEMETERY FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	85.11
75 - CEMETERY FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	85.11
75 - CEMETERY FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	85.11
	MISSION UNIFORM SER Total		448.66
75 - CEMETERY FUND	MONTEREY TIRE SERVI	REPAIRS CEM UNIT 71	730.01
	MONTEREY TIRE SERVI Total		730.01
75 - CEMETERY FUND	O'REILLY AUTO ENTER	REPAIR CEM UNIT 71D	15.28
75 - CEMETERY FUND	O'REILLY AUTO ENTER	REPAIR CEM UNIT 71C	79.71
	O'REILLY AUTO ENTER Total		94.99
75 - CEMETERY FUND	PACIFIC GAS & ELECT	CREST & RIPPLE	11.80
75 - CEMETERY FUND	PACIFIC GAS & ELECT	ELEC CEMETERY - 1%	31.59
75 - CEMETERY FUND	PACIFIC GAS & ELECT	CEMETERY	36.78
75 - CEMETERY FUND	PACIFIC GAS & ELECT	GAS CEMETERY - 1%	17.42
	PACIFIC GAS & ELECT Total		97.59
75 - CEMETERY FUND	PACIFIC GROVE HARDW	CEMETERY SUPPLIES	199.45
	PACIFIC GROVE HARDW Total		199.45
75 - CEMETERY FUND	PERS	SEP 2024 UAL	3,750.00
	PERS Total		3,750.00
75 - CEMETERY FUND	TURF STAR INC.	REPAIRS CEM UNIT 71	410.12
75 - CEMETERY FUND	TURF STAR INC.	CEM UNIT 71D	359.88
	TURF STAR INC. Total		770.00

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
76 - SEWER FUND	ALBION ENVIRONNMENT	ARCHAEOLOGICAL MONI	5,398.31
	ALBION ENVIRONNMENT Total		5,398.31
76 - SEWER FUND	AMAZON CAPITAL SERV	PW SAFETY EQUIPMENT	101.59
	AMAZON CAPITAL SERV Total		101.59
76 - SEWER FUND	AT&T	PW SEWER PHONE 1261	31.81
76 - SEWER FUND	AT&T	PW SEWER PH 1395	31.81
76 - SEWER FUND	AT&T	PW SEWER PHONE 2931	31.81
	AT&T Total		95.43
76 - SEWER FUND	BECKS SHOES AND REP	MARTIN GONZALEZ BOO	212.66
	BECKS SHOES AND REP Total		212.66
76 - SEWER FUND	BOOT BARN INC	ERIC ISMAEL & ARTUR	661.94
	BOOT BARN INC Total		661.94
76 - SEWER FUND	CALIFORNIA AMERICAN	1273 CRESPI POND 50	73.85
76 - SEWER FUND	CALIFORNIA AMERICAN	SEWER 8%	54.48
76 - SEWER FUND	CALIFORNIA AMERICAN	100 OCEANVW IRRIG	43.72
76 - SEWER FUND	CALIFORNIA AMERICAN	100 OCEANVW IRRIG	43.11
76 - SEWER FUND	CALIFORNIA AMERICAN	SEWER 8%	45.31
76 - SEWER FUND	CALIFORNIA AMERICAN	1273 CRESPI POND 50	64.16
	CALIFORNIA AMERICAN Total		324.63
76 - SEWER FUND	CAPITAL ONE PUBLIC	WASTEWTR INTEREST	9,609.53
76 - SEWER FUND	CAPITAL ONE PUBLIC	WASTEWTR PRINCIPAL	34,297.23
	CAPITAL ONE PUBLIC Total		43,906.76
76 - SEWER FUND	CHEVROLET OF WATSON	CREDIT UNIT 44 SEWE	(164.63)
	CHEVROLET OF WATSON Total		(164.63)
76 - SEWER FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.33
76 - SEWER FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.33
76 - SEWER FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	85.11
76 - SEWER FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	11.57
76 - SEWER FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	85.11
76 - SEWER FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	85.11
76 - SEWER FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	85.11
76 - SEWER FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.33
76 - SEWER FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.33
76 - SEWER FUND	MISSION UNIFORM SER	LINEN & UNIFORM CLE	19.33
	MISSION UNIFORM SER Total		448.66
76 - SEWER FUND	MONTEREY ONE WATER	LIFT STATION MAINTEN	54,239.80
	MONTEREY ONE WATER Total		54,239.80
76 - SEWER FUND	MONTEREY PENINSULA	PHASE 9 SEWER IMPRO	14,005.19
76 - SEWER FUND	MONTEREY PENINSULA	PHASE 9 SEWER IMPRO	36,273.62
76 - SEWER FUND	MONTEREY PENINSULA	FY23/24 STREET REHA	145,397.50
	MONTEREY PENINSULA Total		195,676.31
76 - SEWER FUND	MUNICIPAL MAINTENAN	NOZZLE	542.58
76 - SEWER FUND	MUNICIPAL MAINTENAN	SEWER NOZZLE	4,014.23
	MUNICIPAL MAINTENAN Total		4,556.81
76 - SEWER FUND	PACIFIC GAS & ELECT	PW SEWER 4175-4	38.29
76 - SEWER FUND	PACIFIC GAS & ELECT	PW 5126-5	1,385.78
76 - SEWER FUND	PACIFIC GAS & ELECT	OCEANVIEW BLVD 8TH	7.72
76 - SEWER FUND	PACIFIC GAS & ELECT	PUMP RUSSELL SVC CT	15.18
76 - SEWER FUND	PACIFIC GAS & ELECT	PUMP SUNSET ARENA	475.00
76 - SEWER FUND	PACIFIC GAS & ELECT	O V 9TH PUMP #2	389.29
76 - SEWER FUND	PACIFIC GAS & ELECT	EARDLEY PUMP #1	168.84

FUND	NAME	DESCRIPTION	TRANSACTION AMOUNT
76 - SEWER FUND	PACIFIC GAS & ELECT	360 OCEAN VIEW BLVD	170.17
76 - SEWER FUND	PACIFIC GAS & ELECT	PUMP 17TH & OCNVW	174.37
76 - SEWER FUND	PACIFIC GAS & ELECT	PUMP SUNSET ARENA	206.78
76 - SEWER FUND	PACIFIC GAS & ELECT	EARDLEY PUMP #1	65.97
76 - SEWER FUND	PACIFIC GAS & ELECT	17TH & OCNVW	67.02
76 - SEWER FUND	PACIFIC GAS & ELECT	1996 SUNSET DR.	69.57
76 - SEWER FUND	PACIFIC GAS & ELECT	471 OCEAN VIEW BL.	74.00
76 - SEWER FUND	PACIFIC GAS & ELECT	1996 SUNSET DR.	19.63
76 - SEWER FUND	PACIFIC GAS & ELECT	520 OCEAN VIEW BLVD	20.00
76 - SEWER FUND	PACIFIC GAS & ELECT	PUMP SUNSET ARENA	15.63
76 - SEWER FUND	PACIFIC GAS & ELECT	PUMP STATION	27.02
76 - SEWER FUND	PACIFIC GAS & ELECT	471 OCEAN VIEW BL.	28.25
76 - SEWER FUND	PACIFIC GAS & ELECT	520 OCEAN VIEW BLVD	54.86
76 - SEWER FUND	PACIFIC GAS & ELECT	PUMP RUSSELL SVC CT	60.31
	PACIFIC GAS & ELECT Total		3,533.68
76 - SEWER FUND	PACIFIC GROVE HARDW	SEWER SUPPLIES	182.07
	PACIFIC GROVE HARDW Total		182.07
76 - SEWER FUND	PERS	SEP 2024 UAL	11,750.00
	PERS Total		11,750.00
76 - SEWER FUND	PJ TRUCKING ACADEMY	CLASS B TRAINING -	11,600.00
76 - SEWER FUND	PJ TRUCKING ACADEMY	CLASS B TRAINING -	11,600.00
	PJ TRUCKING ACADEMY Total		23,200.00
76 - SEWER FUND	PURE WATER	SEWER WATER SERVICE	25.80
	PURE WATER Total		25.80
77 - GOLF FUND	CALIFORNIA AMERICAN	77 ASILOMAR GOLF HS	2,419.04
77 - GOLF FUND	CALIFORNIA AMERICAN	1273 CRESPI POND 50	73.85
77 - GOLF FUND	CALIFORNIA AMERICAN	1254 DELMONTEGOLF30	107.42
77 - GOLF FUND	CALIFORNIA AMERICAN	77 ASILOMAR FIRE SV	102.35
77 - GOLF FUND	CALIFORNIA AMERICAN	1254 DELMONTEGOLF30	174.39
77 - GOLF FUND	CALIFORNIA AMERICAN	77 ASILOMAR FIRE SV	100.93
77 - GOLF FUND	CALIFORNIA AMERICAN	1273 CRESPI POND 50	64.16
77 - GOLF FUND	CALIFORNIA AMERICAN	77 ASILOMAR GOLF HS	2,182.73
	CALIFORNIA AMERICAN Total		5,224.87
77 - GOLF FUND	PACIFIC GAS & ELECT	1313 OCEAN VIEW BLV	97.76
77 - GOLF FUND	PACIFIC GAS & ELECT	1313 OCEAN VIEW BLV	38.68
	PACIFIC GAS & ELECT Total		136.44
84 - AMERICAN RESCUE PLAN-ARPA	ALLSTAR PAINTING &	CIP23-10 FD PAINTIN	5,000.00
	ALLSTAR PAINTING & Total		5,000.00
84 - AMERICAN RESCUE PLAN-ARPA	SHELLCO GENERAL CON	CIP 23-12 FIRE DEPT	28,093.40
	SHELLCO GENERAL CON Total		28,093.40
84 - AMERICAN RESCUE PLAN-ARPA	THE MONTEREY COUNTY	AMER RESCUE STREETS	115.62
	THE MONTEREY COUNTY Total		115.62
93 - KOO ESTATE DONATION	JUDGE NETTING, INC.	BACKSTOP REPLACEMEN	1,165.50
	JUDGE NETTING, INC. Total		1,165.50
	Grand Total		3,908,447.57

FUND	TRANSACTION AMOUNT
01 - GENERAL FUND Total	\$2,955,107.85
07 - LIBRARY BLDG & EQUIP FUND Total	\$1,486.83
08 - MUSEUM IMPROVEMENT FUND Total	\$33,768.48
10 - HOSPITALITY IMPRVMT DIST. Total	\$40,375.00
15 - HOUSING FUND Total	\$1,981.25
18 - GAS TAX FUND Total	\$20,778.43
24 - STILLWELL CHILDREN'S POOL Total	\$426.72
27 - LIGHTHOUSE MAINT.& IMPV. Total	\$7,110.88
40 - POETRY PROMOTION FUND Total	\$1,642.52
43 - SLESF FUND Total	\$4,398.94
63 - CAPITAL IMPROV PROJ FUND Total	\$7,125.00
70 - EMP BENEFIT FUND Total	\$25,292.87
71 - WORKERS COMP FUND Total	\$900.00
72 - LIABILITY INS FUND Total	\$816.67
74 - LOCAL WATER PROJECT Total	\$411,360.06
75 - CEMETERY FUND Total	\$11,990.42
76 - SEWER FUND Total	\$344,149.82
77 - GOLF FUND Total	\$5,361.31
84 - AMERICAN RESCUE PLAN-ARPA Total	\$33,209.02
93 - KOO ESTATE DONATION Total	\$1,165.50
Grand Total	\$3,908,447.57



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: October 16, 2024
SUBJECT: On-Call Concrete Contractor
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Motion to authorize the Mayor to sign an agreement with Monterey Peninsula Engineering for on-call concrete services agreement in an amount not to exceed \$75,000 with one (1) option to extend via mutual letter for one additional year.
2. Alternatively, discuss and take other action.

DISCUSSION

The City's Public Works Department manages public spaces within both the built and natural environments. This includes constructing and maintaining public concrete infrastructure, such as ADA ramps, curbs, gutters, certain sidewalks, staircases, driveway approaches, and other concrete elements.

While major infrastructure projects are funded through the City's Capital Improvement Plan (CIP), smaller maintenance tasks are handled by the Public Works Crews. However, as it relates to concrete infrastructure, there is a gap between large-scale CIP-funded projects and smaller routine maintenance that requires attention that relates to concrete infrastructure. This includes tasks like curb and gutter repairs, ADA ramp installations under the Sidewalk Development Policy, and addressing damage reported by residents.

Some of these repairs, while within the skill set of in-house crews, require more time and materials than can be efficiently allocated due to other ongoing priorities. In such cases, the City's municipal code requires a competitive process, which requires obtaining at least three quotes or, for larger projects, putting them out to bid (Pacific Grove Municipal Code Section 2.16, Purchasing System and Procedures). This process can be time-consuming and often delays repairs/improvements.

Many municipal agencies use on-call contracts to expedite tasks, enhance efficiency, and improve service delivery. An on-call concrete agreement would act as a job order contract, supplementing City staff with a readily available workforce to repair the City's concrete infrastructure as needed.

RFP PROCESS

The City allocated \$75,000 through the Public Works Operating budget for concrete work and issued a Request for Proposals (RFP) for on-call concrete services. The RFP was designed to gather pricing for various types of concrete tasks that may be assigned to the contractor by the City. It was released on July 3, 2024, and closed on August 8, 2024.

One (1) bid was received from Monterey Peninsula Engineering.

SCOPE OF SERVICES

The scope of work generally includes repairs, replacement, and construction of concrete and hot mix asphalt surfaces, such as pavements, curbs, gutters, sidewalks, sidewalk crossings, curb ramps, cross gutters, retaining walls, and related tasks at various times and locations as needed.

AGREEMENT

The agreement will have a one-year term with an annual funding limit of \$75,000, and it includes an option for a one-year extension under the same funding limit. The extension can be executed through a mutual letter signed by the Mayor. The total contract term will not exceed two years. The specific amount of work during the initial or optional extension period cannot be precisely defined in advance, as work will be issued through individual Work Orders.

If approved, the City's standard construction agreement template will be harnessed. This agreement has been approved by the California Joint Powers Authority (CJPIA) and the City Attorney's Office.

NEXT STEPS

Once the contract is executed, tasks will be assigned to the contractor and quoted according to the bid schedule. There is no obligation to use the full allocated funds if the work is not needed. Tasks will be assigned based on necessity and scheduled for timely completion.

OPTIONS

1. Authorize the agreement
2. Do not authorize the agreement.

FINANCIAL IMPACT:

\$75,000 has been approved as part of the Public Works Operating Budget for concrete repairs, maintenance and improvements.

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: Joyce Halabi, Deputy Public Works Director
MEETING DATE: October 16, 2024
SUBJECT: Agreement with 4Leaf for On-Call Traffic Engineering Services
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Motion to authorize the Mayor to sign extensions of the Professional Services Agreement with 4Leaf for On-Call Traffic Engineering Services.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

On June 7, 2023, the City Council approved a Professional Services Agreement with 4Leaf Inc. for On-Call Traffic Engineering Services ("Agreement") in an amount not to exceed \$70,000 per fiscal year.

The Council approved term of the agreement through June 30, 2024, with options to extend annually for two (2) additional one (1) year periods. The method by which extensions would be executed was not stipulated.

The recommended action is to authorize Mayor to sign extensions of the Agreement for the periods specified in the Agreement.

In July 2024, City staff presented the existing Public Works agreements that had been approved by the council, which included options for extension but did not specify how those extensions would be executed. It was recommended that the mayor be authorized to sign the extensions for these agreements, which covered the City's Street Sweeping and Sanitary Sewer Maintenance Services. Both agreements were approved by the council at that time. However, this particular agreement was overlooked and is now being brought back to formalize the mayor's ability to sign the extensions specified in the base agreement.

OPTIONS

1. Authorize the Mayor to sign the extensions
2. Do not authorize the Mayor to sign extensions. Failure to authorize the Mayor to sign the extensions would result in an impact to on-call traffic engineering services

FINANCIAL IMPACT:

Funding has been allocated in the FY24/25 Public Works Operating Budget to allow for this agreement.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

4Leaf Agreement

CITY OF PACIFIC GROVE PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICE AGREEMENT ("PSA") FOR NON-CONSTRUCTION PROJECTS ("Agreement"), is made and effective as of **7/1/2023**, between the City of Pacific Grove ("City"), a municipal corporation and **4Leaf, Inc., [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 **7/1/2023** and shall remain and continue in effect until the tasks described herein are completed, but in no event later than **6/30/2024**, **and shall be renewable by mutual written agreement for additional yearly increments, not to exceed two (2) additional years**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

CONSULTANT shall perform the tasks and services ("Services") described and set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the Scope of Services and no other terms and conditions from any such proposal shall apply to this Agreement unless specifically agreed to in writing.

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

- a. The City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the Payment Schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. **This amount shall not exceed \$70,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.**
- b. The City Manager's contract authority is limited to \$39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.
- c. CONSULTANT shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or the City Council. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time City's written authorization is given to CONSULTANT for the performance of said services.
- d. CONSULTANT shall submit invoices monthly for actual Services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for Services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefore.

6. INSPECTION

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

7. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- a. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least thirty (30) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to CONSULTANT the actual value of the Services performed up to the time of termination, provided that the Services performed are of value to the City. Upon termination of the

Agreement pursuant to this Section, CONSULTANT will submit an invoice to the City pursuant to Section 6.

8. DEFAULT OF CONSULTANT

- a. CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating CONSULTANT for any Services performed after the date of default and can terminate this Agreement immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of Services hereunder arises out of causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- b. If the City Manager or designee determines CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, they shall cause to be served upon CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event CONSULTANT fails to cure its default within such period of time or fails to present City with a written plan for the cure of the default, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. OWNERSHIP OF DOCUMENTS

- a. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. CONSULTANT shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. If there is a substantial billing deviation adverse to City, then the cost of an audit shall be borne by CONSULTANT. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.
- b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to City, at CONSULTANT's office and upon reasonable written request by City, the necessary computer software and hardware

for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the Services under this Agreement.

10. RECORD AUDIT

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

11. INDEMNIFICATION AND DEFENSE

Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless City and any and all of its officers, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any City or individual that CONSULTANT shall bear the legal liability thereof) in the performance of Services under this Agreement. CONSULTANT's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence.

Duty to defend

In the event City, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the Services encompassed by this Agreement, and upon demand by City, CONSULTANT shall defend City at CONSULTANT's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and City, as to whether liability arises from the sole or active negligence of the City or its officers, employees, or agents, CONSULTANT will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

12. INSURANCE

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

13. INDEPENDENT CONSULTANT

- a. CONSULTANT is and shall at all times remain as to City a wholly independent consultant and/or independent contractor. The personnel performing the Services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of City. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.
- b. No employee benefits shall be available to CONSULTANT in connection with the performance of this Agreement. Except for the fees paid to CONSULTANT as provided in the Agreement, City shall not pay salaries, wages, or other compensation to CONSULTANT for performing Services hereunder for City. City shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing Services hereunder.

14. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. City, and its officers, employees, and agents shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO CITY OFFICERS AND EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- a. All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without City's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives City notice of such court order or subpoena.
- b. CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing City of such Discovery. City retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
- c. If City determines CONTRACTOR comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.), CONTRACTOR shall complete and file and shall require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" with CITY disclosing CONTRACTOR's and/or such other person's financial interests.

18. DISCRIMINATION

CONSULTANT agrees that in the performance of this Agreement, neither CONSULTANT nor any person acting on CONSULTANT's behalf shall discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sexual orientation, sex, gender identity, gender expression, military or veteran status or age.

19. NOTICES

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

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

To City: Daniel Gho
Public Works Director/Deputy City Manager
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
Attention: City Clerk

To CONSULTANT: Gene Barry
Vice President
4Leaf, Inc
2126 Rheem Drive
Pleasanton, CA 94588

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

20. THIRD PARTY BENEFICIARIES

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

21. ASSIGNMENT

CONSULTANT shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CITY. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only CONSULTANT shall perform the Services described in this Agreement. CONSULTANT may use assistants, under their direct supervision, to perform some of the Services under this Agreement.

22. LICENSES

At all times during the term of this Agreement, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the Services described in this Agreement. CONSULTANT shall obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

23. GOVERNING LAW

City and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or federal district court with jurisdiction over City. CONSULTANT agrees not to commence or prosecute any dispute arising out of or in

connection with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

24. ENTIRE AGREEMENT

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

25. DISPUTE RESOLUTION; ATTORNEY'S FEES

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

26. WORK SCHEDULED/TIME OF COMPLETION

City and CONSULTANT agree that time is of the essence in this Agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

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

28. INTERPRETATION OF CONFLICTING PROVISIONS

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

29. SEVERABILITY

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

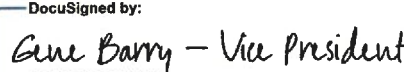
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF PACIFIC GROVE

CONSULTANT

By: 
Department Director

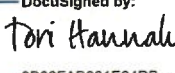
Date: 7/3/2023

By: 
Consultant

Date: 6/29/2023

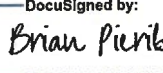
By: 
City Manager or Mayor

Date: 7/5/2023

By: 
City Administrative Services Department

Date: 7/3/2023

Approved As To Form:


City Attorney

7/3/2023
Date

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

EXHIBIT A SCOPE OF SERVICES

The scope of work for the City's on-call Traffic Engineer will vary as need arises and will be at the discretion of the City. The scope of services includes, but is not limited to:

- Reviewing proposed sign locations and designs for compliance with traffic safety concerns and local codes
- Coordinating traffic safety
- Ensuring compliance with the manual on uniform traffic devices
- Administering all traffic engineering related processes as required by the City municipal and state vehicle codes
- Attending regular meetings with Public Works and Police staff
- Attending monthly Traffic Commission meetings to answer questions and provide expert analysis
- Attending other boards, commissions, or City Council meetings as needed
- Receiving and resolving citizen complaints regarding traffic issues
- Conducting speed data analysis, intersection control studies including multi way stop control and traffic signal or alternatives, safety studies, and miscellaneous traffic engineering services
- Evaluating data to use in the City of Pacific Grove speed zone update and neighborhood traffic management program.
- Preparing design plans for the City of Pacific Grove's Capital Improvement Plan projects as necessary
- Satisfying the Pacific Grove Municipal Code requirements for the position of the City Traffic Engineer as stated in PGMC 16.08.020 to include but not be limited to the following:
"It shall be the general duty of the city traffic engineer to determine the installation and proper timing and maintenance of traffic-control devices and signals, to conduct engineering analysis of traffic accidents and to devise remedial measures, to conduct engineering investigation of traffic conditions and to cooperate with other city officials in the development of ways and means to improve traffic conditions, and to carry out the additional powers and duties imposed by ordinances of this city. [Ord. 210 N.S. § 8-202, 1952]."
- Performing pedestrian studies including those to provide safe routes to school
- Reviewing subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses;
- Collecting traffic counts and developing reports as needed
- Miscellaneous Traffic Engineering services

EXHIBIT B

PAYMENT SCHEDULE

The consultant shall bill the City monthly for services rendered. The total billed amount shall not exceed the authorized annual contract amount noted in Section 5 of this agreement.

The "FY23-24 Fee Schedule & Basis of Charges" listing the fee schedule is included for reference.

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the City and CONSULTANT may renegotiate CONSULTANT's compensation.

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

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

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



4LEAF, INC.
FISCAL YEAR 2023-2024 FEE SCHEDULE & BASIS OF CHARGES
FOR THE CITY OF PACIFIC GROVE
All Rates are Subject to Basis of Charges

Fee Structure for Personnel

Traffic Engineer	\$225/hour
Principal-In-Charge	\$196/hour
Project Manager	\$175/hour
Planning / Engineering Technician	\$102/hour
Hourly overtime charge.....	1.5 x hourly rate
Mileage (for site work performed within the City)	IRS Rate + 20%

Rates will be communicated with the City Management at time of request. Rates will vary based on the qualifications and experience of the personnel. The rates listed in this fee schedule are valid for one (1) year from the effective date of contract. There will be a 3% annual escalation of fees for fiscal years 2024/2025 and 2025/2026.

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- On-site staff augmentation work is subject to 4-hour minimum charges and will be billed in 4-hour increments unless stated otherwise.
- 4LEAF assumes that these rates reflect the July 1, 2023 to June 30, 2024 fiscal year contract period. Rates will increase by 3% annually beginning on July 1, 2024.
- Overtime and Premium time will be charged as follows:
 - *Nighttime (work begun after 4PM or before 5AM)* 1.125x hourly rate
 - *Overtime (over 8-hour M-F or Saturdays)* 1.5x hourly rate
 - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* 2x hourly rate
 - *Overtime (over 8 hours Sun or Holidays)* 3x hourly rate
- Overtime will only be billed with prior authorization of City Management, or other responsible designated City personnel.
- All work with less than 8 hours of rest between shifts will be charged the appropriate overtime rate.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.



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: October 16, 2024
SUBJECT: ATC Hotel Project: Adoption of Uncodified Ordinance Conditionally Ordering Vacation of Portion of Sloat Avenue and Proposed Agreement For Purchase Of Right-Of-Way and Joint Escrow Instructions for Sloat Avenue
CEQA: Environmental Impact Report

RECOMMENDATION

1. Motion to Adopt Uncodified Ordinance Conditionally Ordering Vacation of Portion of Sloat Avenue.
2. Motion to authorize the Mayor to sign Proposed Agreement For Purchase Of Right-Of-Way and Joint Escrow Instructions for Portion of Sloat Avenue.
3. Other action related to this agenda item as Council determines appropriate.

DISCUSSION

I. Agenda Report for City Council Meeting on September 18, 2024

On September 18, 2024, an Agenda Report was presented to the City Council for discussion of the American Tin Cannery (ATC) Project, a proposed Resolution Declaring City's Intent to Vacate Excess Right-Of-Way Located on Portion of Sloat Avenue, a proposed Resolution Pursuant to Government Code Section 54221 for Exempt Surplus Land, and a first reading on a proposed Uncodified Ordinance Conditionally Ordering Vacation. The September 18, 2024 Agenda Report is Attachment 3 to this Agenda Report.

The Agenda Report for September 18, 2024 had 16 attachments and included a discussion of the following subjects:

1. Measure X which was a voter initiated ballot measure to change the zoning of the ATC site to allow for hotels as a permitted use and the boundaries of the district included Sloat Avenue contiguous to the ATC site.
2. City Council actions taken on January 12, 2022 including the adoption of three Resolutions: Resolution No. 22-001 (Adopting Environmental Findings), Resolution No. 22-002 (Approval of a Coastal Development Permit and other permits and 77 Conditions of Approval) and Resolution No. 22-003 (Declaration of Intent to Vacate Sloat Avenue). An appeal was filed with the California Coastal Commission following the City Council actions taken on January 12, 2022.

3. Discussion of the history regarding proposed vacation of Sloat Avenue in 2022 including action of January 12, 2022 approving Resolution No. 22-003 and the Council discussion on May 18, 2022 when the Council tabled the Resolution to Vacate to a date and time uncertain. As of May 18, 2022, the Coastal Commission had not yet rendered a decision on the appeal of the Coastal Development Permit for the Project.
4. Actions of the California Coastal Commission (“CCC”) including the Staff Report of March 22, 2024 with standard conditions and special conditions including a deed restriction and reference to the following statement from the CCC Staff Report (page 83):

“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.”

Also noted in the Agenda Report of September 18, 2024 was the following conclusion in the CCC Staff Report (page 88):

“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).”

The Agenda Report of September 18, 2024 noted that on September 6, 2024, Kevin Kahn (District Manager of the Central Coast District Office of the CCC) confirmed in an email to the City Manager that 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).

5. There was a discussion on September 18, 2024 about the lawsuit filed by Pacific Grove Coast Watch and Anthony Ciani with the Monterey County Superior Court which alleged that the EIR for the ATC project is lacking in critical aspects and thus fails to properly analyze the environmental impact of the Project. 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.

II. Actions Taken on September 18, 2024

The actions taken by the City Council on September 18, 2024 by a unanimous 7-0 vote were the following:

1. Adoption of Resolution Declaring City’s Intent to Vacate Excess Right-Of-Way Located on Portion of Sloat Avenue
2. Adoption of Resolution Pursuant to Government Code Section 54221 for Exempt Surplus Land

3. Introduction of the proposed Uncodified Ordinance Conditionally Ordering Vacation

III. Conditions of Proposed Uncodified Ordinance

There are six conditions which must be satisfied before the Proposed Ordinance conditionally Ordering Vacation would 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.
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.
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.
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.

IV. Area of Sloat Proposed To Be Vacated.

1. Previous Area Proposed for Vacation -- .61 Acres (26,778 square feet)

On May 18, 2022, the proposed Resolution to Vacate included as a legal description Exhibit A stating: “Being all that right of way of Sloat 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. The legal description and sketch are Attachment 4.

2. Current Area Proposed for Vacation -.45 Acres (19,602 square feet)

The developer provided the City with a revised legal description for the area of Sloat proposed to be vacated which is attached as Exhibits to the Resolution Declaring Intent to Vacate and Resolution relating to Surplus Property and the Proposed Ordinance. The revised legal description and sketch is

Attachment 5 to this Agenda Report.

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 5, 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.

V. Appraisal of Sloat Avenue

In October 2020, Associated Right of Way Services, Inc. (AR/WS) submitted an Appraisal Report which included an appraisal of the .61 acres of Sloat that, at the time, was being considered for vacation. The appraisal amount for Sloat was \$1,842,793. The Appraisal Report also appraised a portion of Ocean View Boulevard (3190 square feet), however, Ocean View Boulevard will not be vacated and, instead, will be the subject of an encroachment permit which is addressed in the proposed Agreement with the developer discussed below. The October 2020 AR/WS Report may be found at [here](#).

On December 17, 2021 AR/WS submitted to Anastazia Ariz (Community Development Director) a Memorandum Addendum (Attachment 6) with an updated appraisal for the .61 acres of Sloat Avenue in the amount of \$1,917,665 based on a fee interest of the City in Sloat.

VI. Proposed Agreement For Purchase Of Right-Of-Way and Joint Escrow Instructions

This Agreement (Attachment 2) covers a number of items including, but not limited to, the following:

1. Conditions of Approval. Paragraph 3 of the Agreement confirms that the developer is required to comply with all conditions of approval and other approvals and permits issued by the City and the California Coastal Commission.
2. Compensation. Paragraph 6 of the Agreement provides that the amount to be paid to the City by the developer for the vacation of Sloat Avenue is \$1,917,665 (One million nine hundred seventeen thousand six hundred sixty-five Dollars) which is the amount stated in the December 17, 2021 Report by AR/WS. In regard to the amount of compensation, this is addressed in Section VII of this Agenda Report.
3. Contribution to Transportation. Paragraph 8 of the Agreement provides for the developer to make a contribution of not to exceed \$50,000 toward a local transportation program.
4. Utility Relocation. Paragraph 9 of the Agreement confirms that the developer will pay the cost to relocate any utilities in the vacated portion of Sloat.
5. Public Improvement Agreement. Paragraph 10 of the Agreement confirms that the developer will enter into a Public Improvement Agreement with the City for the construction of public improvements which shall be secured and will require insurance.
6. Ordinance. Paragraph 13 references the Ordinance vacating Sloat. The First Reading and introduction of this Ordinance was at the City Council meeting on September 18, 2024. The Second Reading of the Ordinance is set for a public hearing at the City Council meeting set for October 16, 2024.

7. Indemnification. Paragraph 14 of the Agreement requires the developer to defend, indemnify and hold harmless the City from all claims relating to or arising in any manner from the vacation of Sloat Avenue and/or the encroachment permit for the Ocean View Property.

8. City's Repurchase Option. See Paragraph 20 of the Agreement which provides the City an option to repurchase the area of Sloat vacated if the Developer fails to complete the construction of the Project in substantial conformity with the plans for the Project approved by the City (as such approval may be changed from time to time) within four (4) years from the date on which Developer commences construction of the Project, which date shall be within one year of the City's issuance of the building permit. The repurchase price is equal to the amount of original Compensation less an amount equal to the City's cost of restoring the Property to its condition immediately prior to the Close of Escrow under this Agreement.

VII. Compensation to City for Sloat Avenue

As noted above, Paragraph 6 of the Agreement provides that the amount of compensation to be paid by the developer for the vacation of .45 acres of Sloat Avenue (19,602 square feet) is \$1,917,665.

As also noted, the area of Sloat which was proposed to be vacated in 2021, and was the basis of the appraisal and the updated appraisal, was .61 acres (26,778 square feet).

However, the area of Sloat currently proposed to be vacated is .45 acres (19,602 square feet). The legal description for the portion of Sloat to be vacated does not extend all the way to Dewey as it does not include the area of Sloat adjacent to lots 11, 12 and 13.

.45 acre is 73.2% of .61 acre. 73.2% of \$1,917,665 is \$1,403,730.78 which is \$513,934.22 less than \$1,917,665 which may be considered in the value calculation for compensation of Sloat Avenue and the potential increase in value from December 2021 to present.

In addition, the appraisal of Sloat Avenue was based on a fee interest and the value of an easement is generally to be considered at 90% of the fee value. 10% of the \$1,917,665 is \$191,766.50 which is another factor that may be considered in the value calculation.

VIII. Recommended Actions for City Council

1. Motion to Adopt Uncodified Ordinance Conditionally Ordering Vacation of Portion of Sloat Avenue as described in Attachment 1.
2. Motion to authorize the Mayor to sign Proposed Agreement For Purchase Of Right-Of-Way and Joint Escrow Instructions for Portion of Sloat Avenue as described in Attachment 2.
3. Other action related to this agenda item as Council determines appropriate.

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:

Pursuant to the Proposed Agreement For Purchase Of Right-Of-Way and Joint Escrow Instructions, the City will receive compensation from the developer in the amount of \$1,917,665.00.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

- 1 - Uncodified Ord re Vacation of Sloat
- 2 - Proposed Agreement For Purchase Of Right-Of-Way and Joint Escrow Instructions
- 3 - September 18, 2024 Agenda Report on ATC Hotel Project
- 4 - Legal Description and Sketch for .61 Acres of Sloat Avenue
- 5 – Legal Description and Sketch for .45 Acres of Sloat Avenue
- 6 – December 17, 2021 AR/WS Memorandum Addendum

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.

ATTACHMENT 3

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 Ordinance.

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

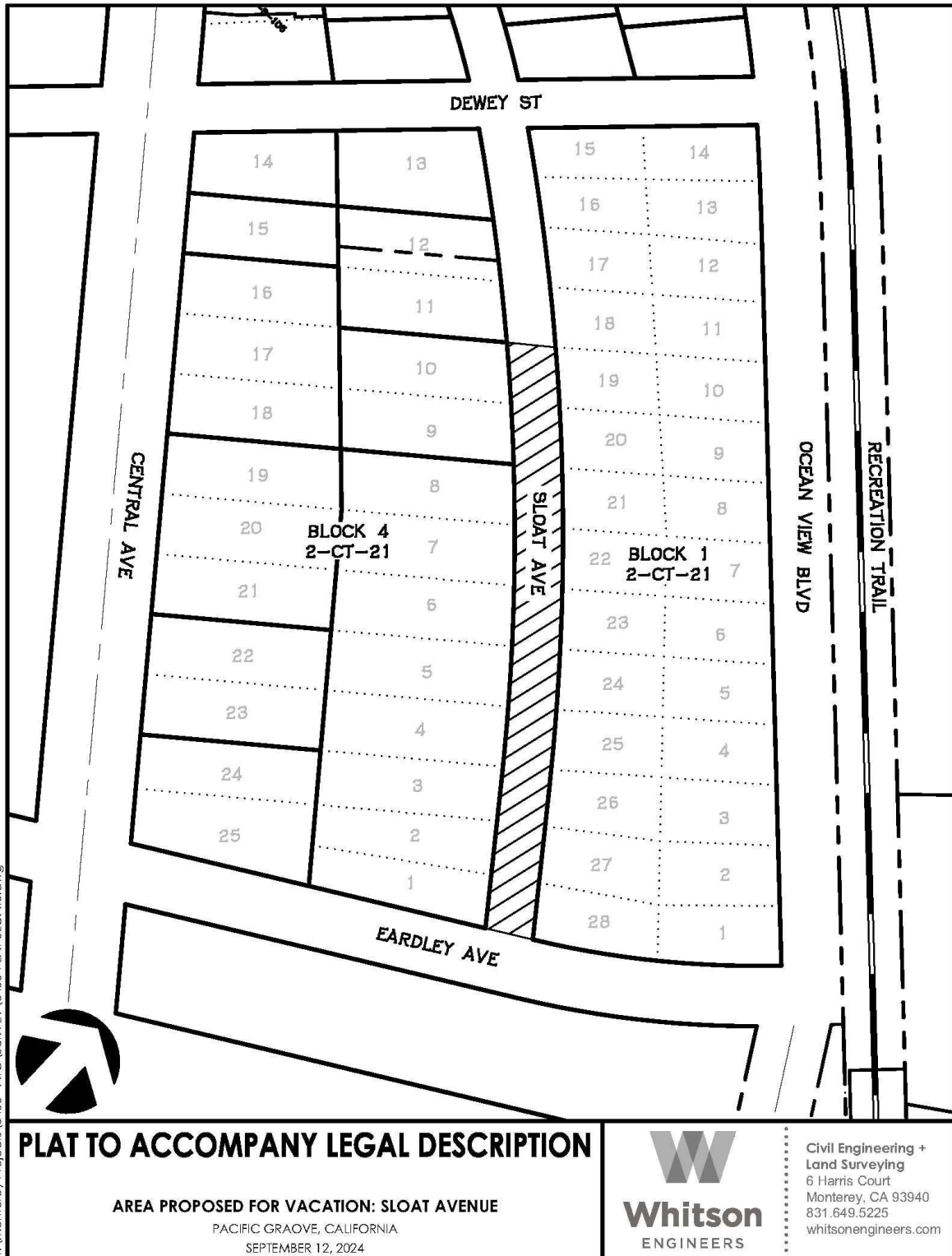
PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3400.00



Exhibit B

Plot Depiction



AGREEMENT FOR PURCHASE OF RIGHT-OF-WAY AND JOINT ESCROW INSTRUCTIONS

This Agreement For Purchase Of Right-Of-Way And Joint Escrow Instructions (the "Agreement") is entered into by the City of Pacific Grove, a California municipal corporation ("City") and Foursome Development Company, a California general partnership ("Purchaser") and CCS Pacific Grove, LLC, a Delaware limited liability company ("Developer"). The City, the Developer, and the Purchaser are sometimes referred to in this Agreement, each individually, as a "Party," or collectively, as the "Parties." Purchaser and Developer are sometimes collectively referred to in this Agreement as the "Buyer Parties." This Agreement will be effective as of the date the Agreement is signed by last of the City, the Purchaser and Developer ("Effective Date").

RECITALS

This Agreement is entered into with reference to the following recitals of fact ("Recitals") that City, Purchaser, and Developer believe to be true as of the Effective Date of this Agreement:

A. Developer is the Optionee, and Purchaser is the Optionor, pursuant to that certain Option to Lease Real Property dated as of August 16, 2018 (the "Option"), with respect to the real property described in Exhibit A hereto (the "ATC Site"). Developer, pursuant to the Option intends to enter into a Lease with Purchaser for the ATC Site (the "Lease"), and upon exercise of the Option and entering into the Lease desires to demolish the 165,000 square feet of factory outlet space located at the ATC Site and construct a 222 room hotel with spa, fitness center, restaurant, bars, meeting space, approximately 11,000 square feet of retail space, and other commercial uses on the ATC Site and adjacent parcels, which project is more commonly known as the ATC Hotel and Commercial Project (the "Project").

B. On January 12, 2022, the City Council approved a conditional development permit ("CDP") for the development of a 225-room hotel-resort facility on the approximately 6-acre American Tin Cannery site, including portions of right-of-way on Sloat Avenue and Ocean View Boulevard.

C. On April 11, 2024, the California Coastal Commission ("CCC") acted on Appeal Number A-3-PGR-22-0004, taking jurisdiction over the CDP application for the proposed project and approved a conditioned CDP, contemplating the vacation of Sloat Avenue between Eardley Avenue and Dewey Avenue and a City issued encroachment permit for the private use of public right of way on Ocean View Avenue.

D. Developer's Project, in part, contemplates the vacation of portions of, and the acquisition of any remaining City interest in portions of Sloat Avenue east of Dewey Avenue and west of Eardley Avenue in Pacific Grove (the "Sloat Property"), as described in Exhibit B attached hereto. The Project also requires Developer to obtain an encroachment permit over that certain portion of Ocean View Boulevard (the "Ocean View Property"), as described in Exhibit C attached hereto. The Sloat Property and the Ocean View Property shall collectively be referred to as the "Property" in this Agreement.

E. Pursuant to the Option, Purchaser proposes to acquire the Sloat Property and will include the legal descriptions of the Sloat Property and the Ocean View Property in the legal

description of the ATC Site as of the Closing Date, as said term is defined herein. For the purposes of this Agreement, all references to the ATC Site that pertain to a time period or date after the Closing Date, as said term is hereinafter defined, shall include the Sloat Property and the Ocean View Property. Accordingly, Purchaser's acquisition of the Sloat Property, and Developer's obtaining an Encroachment Permit for the Ocean View Property and Developer's subsequent construction and completion of the Project (as defined below), in part, on the Property pursuant to the terms of this Agreement is in the best interest of the City and the health, safety and welfare of the City's taxpayers and residents and is in accordance with the public purposes set forth in applicable law. Implementation of this Agreement will further the goals and objectives of the City's general plan by: (i) strengthening the City's land use and social structure, and (ii) alleviating economic and physical blight on the Property and in the surrounding community.

F. The City desires, after all necessary public hearings and actions, and subject to the terms of this Agreement, to vacate its existing interest and rights in the Sloat Property and to convey any remaining interest of City in the Sloat Property to the Purchaser to facilitate the development of the Project and the Purchaser desires to obtain title to the Sloat Property free and clear of all easements and rights of way which prohibit or encumber development of the Project, in order to permit Developer to obtain commercially available financing and to develop the Project.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by City, Purchaser and Developer, the Parties agree as follows:

TERMS AND CONDITIONS

1. Recitals.

The foregoing Recitals are true and correct and are hereby incorporated by this reference as though set forth in full.

2. Project

The Project which is the subject of this Agreement is the Project as described in Recital A hereinabove.

3. Conditions of Approval

The Developer agrees to comply with all conditions of approval and other approvals and permits issued by the City and the California Coastal Commission.

4. Agreement to Commence Right-of-Way Vacation Proceedings for Sloat Avenue.

City agrees, upon the terms and for the compensation ("Compensation") set forth in this Agreement, to commence proceedings for the vacation of that certain right-of-way over a portion of the street commonly known as Sloat Avenue, (the "Sloat Avenue Property"), situated in the City of Pacific Grove, County of Monterey, State of California, which is legally described in the Legal Description attached hereto as Exhibit B and incorporated herein.

5. Agreement Regarding Encroachment Permit for Ocean View Avenue

City agrees, upon the terms set forth in this Agreement, and applicable provisions of the City Municipal Code and city policies, to process an application by Developer for an encroachment permit for a portion of the street commonly known as Ocean View Boulevard (the "Ocean View Avenue Property"), situated in the City of Pacific Grove, County of Monterey, State of California, which is legally described in the Legal Description attached hereto as Exhibit "C" and incorporated herein.

6. Compensation.

The compensation to be paid to the City by Purchaser for the vacation of the Sloat Avenue Property will be \$1,917,665 (One million nine hundred seventeen thousand six hundred sixty-five Dollars). Purchaser shall pay the Compensation by depositing into Escrow, on or prior to the Closing Date, immediately available funds in the total amount of the Compensation.

7. Conveyance of Title to Sloat Avenue Property.

Subject to the City Council, in its sole and absolute discretion, affirmatively vacating the Sloat Property, and subsequent thereto, City agrees to convey by deed (the "Deed") to Purchaser title to the Sloat Avenue Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes *except* current taxes not yet due and payable; covenants, conditions, restrictions and reservations of records; and easements created by Purchaser, provided, however, that Developer and Purchaser shall cause all tenants of the ATC Site to vacate their leaseholds before closing Sloat Avenue to such tenants and their invitees.

8. Contribution to Transportation.

Developer to make a monetary contribution in the amount not to exceed \$50,000, toward a local transportation program (local shuttle, trolley, MST route extension, or similar program). To the extent permissible, the monetary contribution may be credited toward the required Transportation Demand Management (TDM) program as required in ATC Hotel and Commercial Project Environmental Impact Report (EIR) greenhouse gas (GHG) mitigation measure MM GHG 2.1. Monetary contribution to be provided at building permit issuance for the Project.

9 Utilities

Developer, at its sole expense, shall relocate, if necessary, any and all utilities which may exist in the vacated portion of Sloat Avenue Property.

10. Parking

Developer agrees to provide public parking at 124 Central before the Developer takes action to remove the public parking on the portion of Sloat Avenue that is vacated.

11. Public Improvement Agreement.

Prior to the Close of Escrow, Developer shall enter into a public improvement agreement with the City, obligating Developer to construct the public improvements required as a CDP condition of approval of the Project by the City and the CCC. Such public improvement agreement shall be secured by one of the forms of security set forth in Government Code Section 66410 et seq. and shall include requirements for the Developer name the City and its officers, officials, employees and agents as insureds, or additional insureds, for liability insurance. The public improvement agreement will require that if the project is not completed that the Developer will restore all public improvements to their pre-construction condition to the extent feasible. The public improvement agreement shall be subject to approval by the City Manager in consultation with the City Attorney.

12. Reimbursement.

Developer agrees to reimburse City for staff costs associated with the processing of the Sloat Avenue in the lump sum amount of Thirty Thousand and 00/100 Dollars (\$30,000.00). Said amount shall be deposited by Developer with the Escrow Agent and the Escrow Agent shall disburse the \$30,000.00 to the City at Close of Escrow or upon the earlier termination of the Escrow.

13. Ordinance

The City Council, in its sole and absolute discretion, shall consider an ordinance ("Ordinance") authorizing the vacation of Sloat Avenue. The Ordinance shall include conditions prior to the Ordinance becoming effective. The Developer agrees to provide the City prior to Close of Escrow with documentation which shall be subject to approval of the City Manager in consultation with the City Attorney that all conditions set forth in the Ordinance have been satisfied.

14. Indemnification

Developer and Purchaser shall, to the fullest extent permitted by law, indemnify, release, defend (with counsel approved in writing by the City), and hold harmless City and its officers, agents, contractors, and employees (collectively, the "City Indemnitees"), from and against any and all claims, actions, liabilities, losses, damages, fees, costs and expenses, including for and on account of any damage or injury to any person or to real or personal property of any person, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation (collectively, "Claims"), arising out of (a) the City's vacation of Sloat Avenue; (b) the closure of Sloat Avenue; and/or (c) the encroachment permit for the Ocean View Property.

15. Escrow.

The Parties have opened or shall open an escrow (the "Escrow") in accordance with this Agreement at Chicago Title Company, Attn: Jennifer Lewis (the "Escrow Agent"). The Escrow Agent shall also act as the issuer of title insurance in connection with the transaction contemplated herein (the "Title Company").

15.1 This Agreement, together with the escrow instructions prepared by Escrow Agent and executed by the Parties, constitutes the joint escrow instructions of the Parties, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement.

15.2 Prior to the Close of escrow, as defined herein, the City shall deliver into Escrow a certified copy of its Resolution of Vacation of the Property, as recorded in the official records of the County of Monterey, and shall execute, acknowledge and deliver into Escrow the Deed in a form approved by Parties and reasonably acceptable to the Title Company.

15.3 The term "Close of Escrow" shall mean the date on which the Deed and other necessary instruments of vacation and conveyance are recorded in the office of the Monterey County Recorder. The Close of Escrow shall occur 30 days after the last to occur of satisfaction of the following conditions, or such earlier date as agreed to by the parties: (a) the expiration of the deadline to file a legal challenge to the Ordinance approving the sale of Sloat Avenue to the Purchaser without a legal challenge being filed, (b) Title Company shall be unconditionally committed to issue to Purchaser an ALTA owners' extended policy of title insurance, with coverage in the full amount of the Purchase Price and insuring fee title to the Sloat Property; (c) Developer has obtained the Regulatory Approvals, subject to conditions of approval acceptable to Buyer Parties in their sole discretion, any applicable appeal period has expired without appeal having been filed or, if an appeal is filed, such appeal has been denied, and no legal action has been instituted against Developer, the Purchaser, or the City alleging the invalidity of such entitlements. "Regulatory Approvals" means those land use entitlements and utility capacity service agreements required for the Project, including without limitation: grading, demolition and building permits, water and sewer capacity agreements, all to the extent applicable for Developer's intended development and use of the Property for the Project. Notwithstanding the foregoing, Developer and Purchaser may each waive this condition to Closing in their respective sole discretion; and (d) Developer has exercised its Option to enter into a Lease with respect to the ATC Site, provided that the exercise of the Option may be concurrent with the Close of Escrow at the option of Developer and Purchaser.

15.4 Purchaser agrees to deposit into Escrow the sum of \$1,917,665 (One million nine hundred and seventeen thousand and six hundred and sixty-five dollars) on or prior to the Close of Escrow.

15.5 Upon the conditions for Close of Escrow being met, the Escrow Agent shall make payment to the City the amount of \$1,917,665 (One million nine hundred and seventeen thousand and six hundred and sixty-five dollars).

15.6 If the Close of Escrow does not occur on or prior to the date that is five (5) years after the Effective Date, then this Agreement shall be terminated and of no further force and effect.

16 Closing Costs, Prorations, Possession.

16.1 Purchaser shall pay the premium for any ALTA extended coverage Title Policy, cost of procuring a survey and all requested ALTA survey policy endorsements, and the cost of recording the Deed.

16.2 City shall pay 100% of any documentary or other transfer taxes payable on account of the conveyance of the Property to Purchaser, CLTA standard coverage title policy fees, and the Title Company's charges and fees which may be charged by the Title Company in connection with the Close of Escrow.

16.3 Purchaser shall be entitled to exclusive possession of the Property immediately upon the Close of Escrow.

16.4 All prorations shall be made in accordance with customary practice in Monterey County, except as otherwise expressly provided in this Agreement. All prorations shall be on an "actual day" basis and a three hundred sixty-five (365) day year.

17. Broker's Commission.

City and Purchaser and Developer each warrant and represent that they have not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that they are not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property.

18. Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three (3) business days after the date of posting by the United States post office; or (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day. Notice of change of address shall be given by written notice in the manner described in this Section. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to City: City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
Attention: City Manager

COPY TO: Burke, Williams & Sorensen, LLP
2310 East Ponderosa Drive, Suite 25
Camarillo, CA 93010
Attention: Brian A. Pierik

Purchaser: Foursome Development Company,
a California general partnership
555 Abrego Street
Monterey, CA 93940
Attention: Michael W. Zimmerman

COPY TO: The Law Offices of Hubbard & Hubbard
400 Camino Aguajito
Monterey, CA 93940
Attention: Alex Hubbard

Developer: CCS Pacific Grove Manager, LLC
3760 Kilroy Airport Way, Suite 130
Long Beach, CA 90806
Attn: Nicholas Long

COPY TO: Lubin Olson & Niewiadomski LLP
The Transamerica Pyramid
600 Montgomery Street, 14th Floor
San Francisco, CA 94111
Attn: Robert Miller

19. Default.

Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within ten (10) days from the date of the notice. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within such ten (10) day period. In the event of default by Purchaser or Developer under this Agreement, City waives the right to seek specific performance of Purchaser's obligation to purchase the Property as provided in this Agreement, or to seek speculative, consequential, contingent or punitive damages, including any claim for lost profits. City's remedies in the event of a default by Purchaser or Developer under this Agreement shall be limited to an action at law to recover City's actual damages incurred by City resulting directly from such default, and the City waives all other remedies, damages and causes of action.

20. City's Repurchase Option.

Purchaser and Developer represent that the purpose of the acquisition of the Property is solely for the benefit of the Project, and acknowledge that City would not agree to convey the Property to Purchaser except in consideration of the benefit of the Project to the City. Accordingly, Purchaser hereby grants to City an option to repurchase the Property ("Repurchase Option") on the terms and conditions set forth in this Section. Seller shall be entitled to exercise the Repurchase Option if Developer fails to complete the construction of the Project in substantial conformity with the plans for the Project approved by the City (as such approval may be changed from time to time) within four (4) years from the date on which Developer commences construction of the Project, which date shall be within one year of the City's issuance of the building permit, subject to Unavoidable Delay. City shall exercise the Repurchase Option by delivering notice to Purchaser of its intent to exercise the Repurchase Option ("Option Notice"). The Option Notice shall describe in reasonable detail the basis for the Option Notice. If City exercises the Repurchase Option, City shall pay to Purchaser for the purchase of the Property an amount equal to the original Compensation less an amount equal to the City's cost of restoring the Property to its condition immediately prior to the Close of Escrow under this Agreement. Closing Costs shall be allocated as provided in Section 12, except City shall pay the costs allocated to Purchaser, and Purchaser shall pay the costs allocated to City. "Unavoidable Delay" means any delay that is caused by the other party or that is beyond the control of the City, the Developer, or the Purchaser including delay caused by strikes, acts of God, weather, earthquake, tsunami, inability to obtain labor or materials, inability to obtain governmental permits or approvals, moratoria, governmental restrictions, including, but not limited to restrictions in response to a pandemic, epidemic, or contagion, declared state of emergency, civil commotion, fire or other causes beyond the reasonable control of the parties.

21. Entire Agreement.

This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

22. Governing Law.

This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California without regard to its choice of law principles.

23. Amendments.

No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by the Parties.

24. Counterparts and Electronic Signatures.

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

25. Binding Upon Successors.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereof.

26. Cooperation.

Each party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

SIGNATURES ON FOLLOWING PAGE

City:

CITY OF PACIFIC GROVE, a charter city and
municipal corporation

Date: _____

By: _____
Bill Peake, Mayor

ATTEST:

Sandra Kandell, City Clerk

Purchaser:

Date: _____

FOURSOME DEVELOPMENT COMPANY, a
California general partnership

By: _____

THEODORE J. BALESTRERI

Its: Managing General Partner

Developer:

CCS PACIFIC GROVE, LLC,
a Delaware limited liability company

Date: _____

By: CCS PACIFIC GROVE MANAGER, LLC
Its Manager

By: CCA MANAGEMENT, LLC
Its Manager

By: _____
Name: Nicholas Long
Its: CFO and authorized signatory

Exhibit A

ATC Site

EXHIBIT A Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

Lots 1 through 28, inclusive, in Block 1, as said Lots and Block are shown on that certain Map entitled, "Map of The University Addition to Pacific Grove", filed August 17, 1909 in Volume 2, Maps of "Cities and Towns", at Page 21, in the Office of the County Recorder of the County of Monterey, State of California.

[APN: 006-231-001-000](#)

PARCEL II:

Lots 1 through 10, inclusive, in Block 4, as said Lots and Block are shown on that certain Map entitled, "Map of The University Addition to Pacific Grove", filed August 17, 1909 in Volume 2, Maps of "Cities and Towns", at Page 21, in the Office of the County Recorder of the County of Monterey, State of California.

[APN: 006-234-004-000 006-234-005-000](#)

EXHIBIT "B"
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.

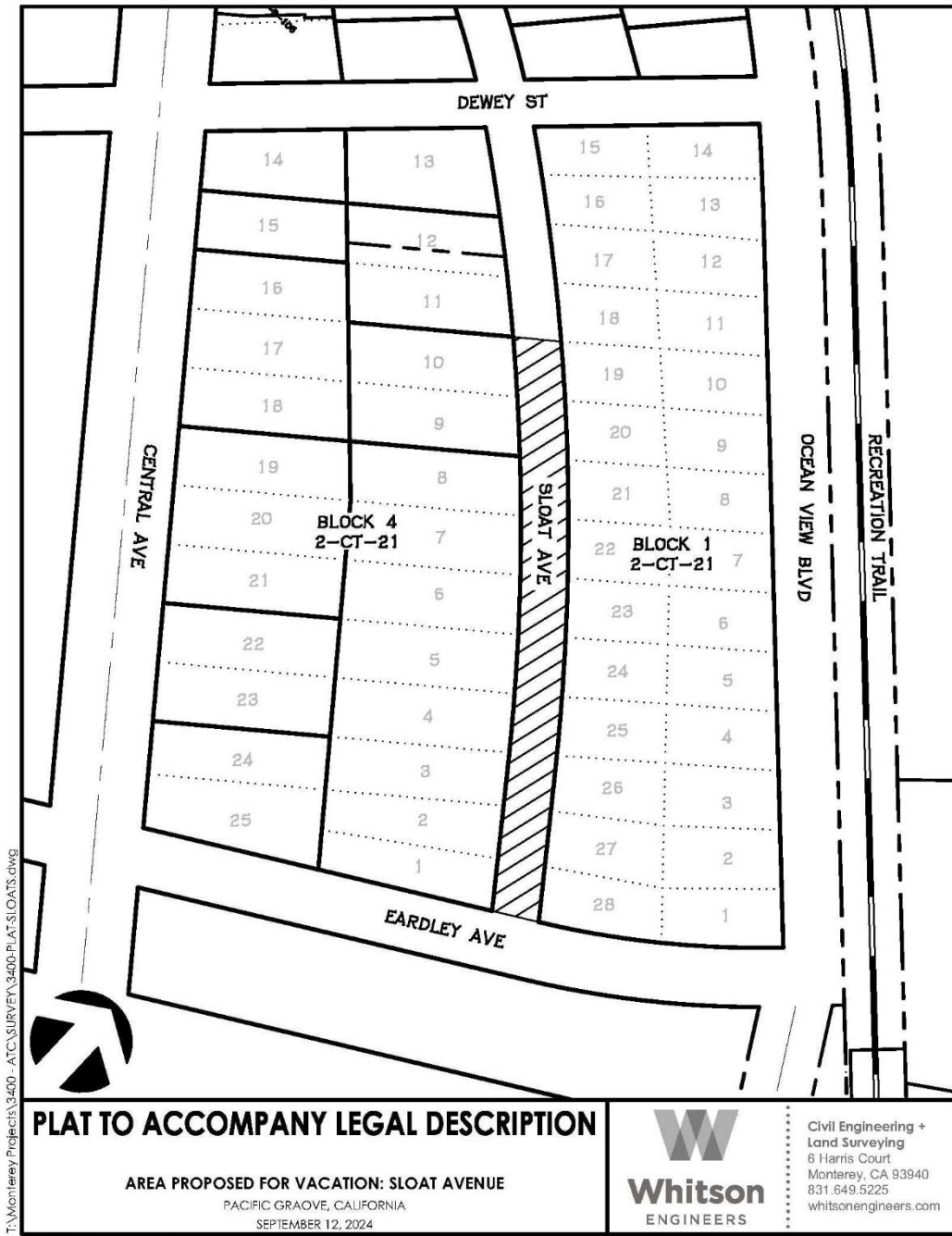
Attached hereto is a plat to accompany legal description, and by this reference made a part hereof

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3400.00





T:\Monterey Projects\3400-ATC\SURVEY\3400-PLAT-SLOATS.dwg

PLAT TO ACCOMPANY LEGAL DESCRIPTION

AREA PROPOSED FOR VACATION: SLOAT AVENUE
 PACIFIC GROVE, CALIFORNIA
 SEPTEMBER 12, 2024

PROJECT No.: 3400.00



Whitson
ENGINEERS

Civil Engineering +
 Land Surveying
 6 Harris Court
 Monterey, CA 93940
 831.649.5225
whitsonengineers.com

EXHIBIT “C”

LEGAL DESCRIPTION FOR OCEAN VIEW AVENUE
(APN _____)

[to be inserted]



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 **eontinuous 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 Dewey Avenue) 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 Dewey 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

Written public comment

Written public comment

Staff PPT 1

Staff PPT 2

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 Commission 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

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





AREA PROPOSED FOR VACATION

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT "B"

SLOAT AVENUE AREA PROPOSED TO BE VACATED

PACIFIC GROVE, CALIFORNIA



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

PGCC 10-16-24

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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

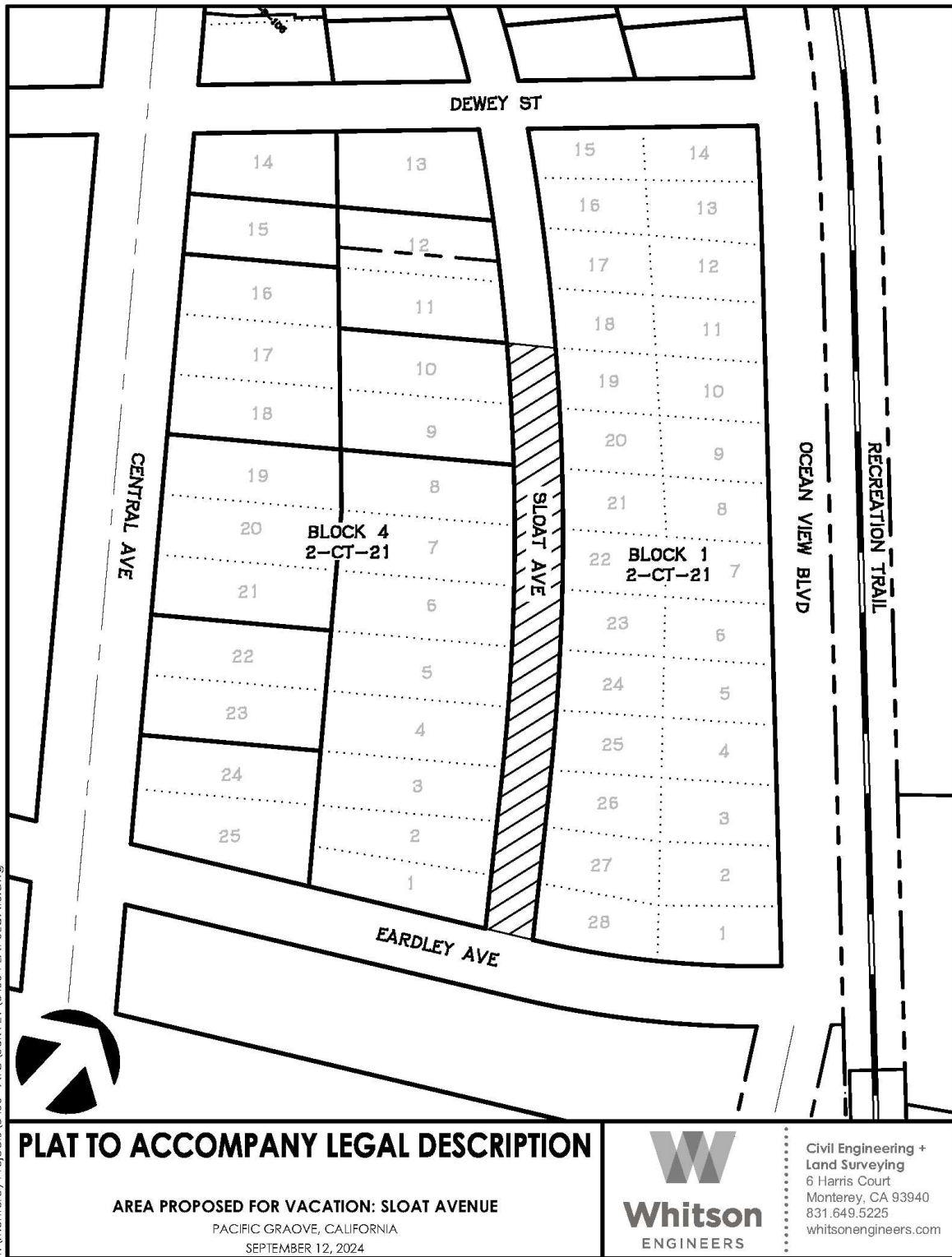
PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 3400.00



Exhibit B

Plot Depiction



Memorandum Addendum

Date: December 17, 2021

To: Anastazia Aziz, AICP – Community Development Director

From: Erik Woodhouse, MAI, R/W-AC – AR/WS

Re: Appraisal Report No. 20038B
Addendum to Appraisal Reports No. 20038 and 20038A
Owner: City of Pacific Grove
Portions of Sloat Avenue and Ocean View Boulevard, Pacific Grove, CA

Background

Erik Woodhouse, MAI, R/W-AC of Associated Right of Way Services (AR/WS) appraised the above-referenced property October 7, 2020 with a date of value of July 2, 2020 (ARWS Appraisal Report No. 20038) and also issued a related memorandum pertaining to ground lease rates affecting the subject property with the same date of value (ARWS Appraisal Report No. 20038A). The purpose of the original assignment was to furnish an opinion of the market value of property rights within portions of Sloat Avenue and Ocean View Boulevard, which are proposed to be incorporated into a planned hotel development on adjacent parcels. The purpose of the subsequent assignment (20038A) was to provide an estimate of the market ground lease rate of return for the interests previously appraised be provided.

Since that time, the City of Pacific Grove has requested a revised appraisal to reflect a more current date of valuation and that the City no longer seeks to ground lease the property interests to the developer but rather to convey them in fee. This memorandum addendum is intended to be attached to the prior two reports referenced above original report and incorporates the content and conclusions of those reports by reference. **This memorandum can only be relied upon by the intended users of the previous reports.**

I have prepared this Memorandum Addendum and updated the appraisal work file, which collectively meets the *reporting* requirements for this appraisal assignment in accordance with the requirements of Standard 2 of the Uniform Standards of Professional Appraisal Practice (USPAP).

Advisory Opinion 3 in USPAP further states that a new report is not required to have the same level of detail as the original report as long as the new report incorporates by reference specified information/analyses from the prior report, so that, in combination, the referenced portions and the latest information/analysis added satisfies the applicable reporting requirements. This option can be used if the original appraiser's firm and the original client/intended user(s) involved are the same since the prior reports were issued. If at any time the client/intended user requires a copy of the original appraisal, one will be provided upon request, as the original report is necessary to understand the analysis provided in this document.

City of Pacific Grove

Appraisal of Portions of Sloat Avenue and Ocean View Boulevard

Owner – City of Pacific Grove

Summary of Salient Facts and Conclusions

Sloat Avenue Right of Way	Ocean View Boulevard Right of Way
\$1,917,665	\$343,324

Date of Valuation:	December 14, 2021 (date of most recent site visit)
Assessor's Parcel Number:	N/A, portions of Sloat Avenue and Ocean View Boulevard Right of Way
Property Location/Address:	Portions of Sloat Avenue and Ocean View Boulevard, Pacific Grove, CA
Owner:	City of Pacific Grove
Owned Since:	Over 5 Years
Occupied By:	Public Streets and Sidewalks
Principal Improvements:	N/A – Right of Way
Total Site Area:	
Portion of Sloat Avenue:	26,778 square feet
Portion of Ocean View Boulevard:	3,190 square feet
Zoning:	No zoning designation, portion of public right of way. Zoning of adjacent parcels: C-V-ATC – Visitor Commercial – American Tin Cannery
General Plan:	No General Plan designation, portion of public right of way. General Plan designation of adjacent parcels: Central Eardley Commercial
Highest and Best Use	
As If Vacant:	Assembly with adjacent parcels for development of hospitality and supporting uses
As Improved:	Assembly with adjacent parcels for development of hospitality and supporting uses
Flood Hazard Information:	Flood Zone X, Map No. 06053C0307H, dated June 21, 2017
Earthquake Information:	Not located in an Earthquake Fault Zone

City of Pacific Grove

Appraisal of Portions of Sloat Avenue and Ocean View Boulevard

Owner – City of Pacific Grove

Purpose of the Appraisal

The purpose of this appraisal is to furnish an opinion of the current market value of property rights within portions of Sloat Avenue and Ocean View Boulevard, which are proposed to be incorporated into a planned hotel development on adjacent parcels.

Scope of Assignment

I initially inspected the subject property on July 2, 2020, to determine the size, condition, and utility of the underlying land and existing conditions. Since the value of the interests in the areas being appraised is in assembly with the adjacent parcels, Monterey County APNs 006-231-001; -234-004; and -234-005, which together with the areas being appraised are proposed for development, the adjoining parcels were also inspected at that time. My colleague, Joe Castellanos, re-inspected the subject property and provided photographs to assist in determining whether conditions had changed since the previous inspection. Searches of public records, real estate listings and sales services were employed to obtain relevant data. Analysis of market conditions was completed, both general and specific to the market. Market participants were interviewed. Relevant property sales were researched and confirmed to the extent possible. The data is set out in the property valuation section.

The Appraisal Report conforms to Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. I am not responsible for unauthorized use of this report. The intent of this report is to provide sufficient data and analysis so as to have no misleading information and a conclusion of value of high reliability.

Date of Valuation

The property in this report has been valued as of December 14, 2021, the date of the most recent site inspection.

Summary of Changes to Analysis

For the purpose of this memorandum, market data has been analyzed for the purpose of providing a current market valuation of the fee simple interest in the areas to be sold by the City of Pacific Grove. **All other elements of the previous appraisal reports remain the same and are incorporated herein by reference.**

City of Pacific Grove

Appraisal of Portions of Sloat Avenue and Ocean View Boulevard

Owner – City of Pacific Grove



Certification of Appraiser

I hereby certify that to the best of my knowledge and belief:

I have personally inspected the property that is the subject of this report, and my colleague, Joe Castellanos, more recently reinspected the subject property and provided photographic evidence.

The statements of fact contained in the appraisal report are true and correct, and the information upon which the opinions expressed therein are based is correct; subject to the Limiting Conditions therein set forth.

Neither my employment nor my compensation for completing this assignment is in any way contingent upon the values reported herein. My compensation is not contingent upon the developing or reporting of predetermined values or direction in value that favors the cause of the Client, the amounts of the value opinions, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I previously appraised the subject property twice for the same client and same project. The report references are AR/WS Appraisal Nos. 20038 and 20038A. This memorandum addendum has been prepared with the intent of being attached to the prior reports. I have performed no other services as an Appraiser or in any other capacity regarding the property that is the subject of this report within a three-year period immediately preceding the acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

The reported analyses, opinions, and conclusions are limited only by the reported Assumptions and Limiting Conditions, and are my own personal, impartial, unbiased professional analyses, opinions, and conclusions.

The reported analyses, opinions, and conclusions were developed, and this report, to the best of my knowledge and belief, has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice (USPAP).

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

The opinion of market value for the subject property as of the date of valuation is set forth in the Summary of Salient Facts and Conclusions and is based upon my independent appraisal and the exercise of professional judgment.

City of Pacific Grove

Appraisal of Portions of Sloat Avenue and Ocean View Boulevard

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Joe Castellanos provided assistance with the most recent reinspection of the subject property. No one else provided significant real property assistance to the person signing this Certification.

I hereby certify that my opinion of the market value of the property appraised as described in this report is included herein and that my opinions and conclusions were made subject to the Assumptions and Limiting Conditions in this report and without collusion, coercion or direction from anyone as to value.

December 17, 2021

Date

A handwritten signature in blue ink, appearing to read "Erik Woodhouse", written over a horizontal line.

Erik Woodhouse, MAI, R/W-AC
State Certified General Appraiser
CA License No. AG034630

Updated Extraordinary Assumptions

Uniform Standards of Professional Appraisal Practice (USPAP 2020/2021 edition: Definitions) defines extraordinary assumptions as follows:

“EXTRAORDINARY ASSUMPTION: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.”

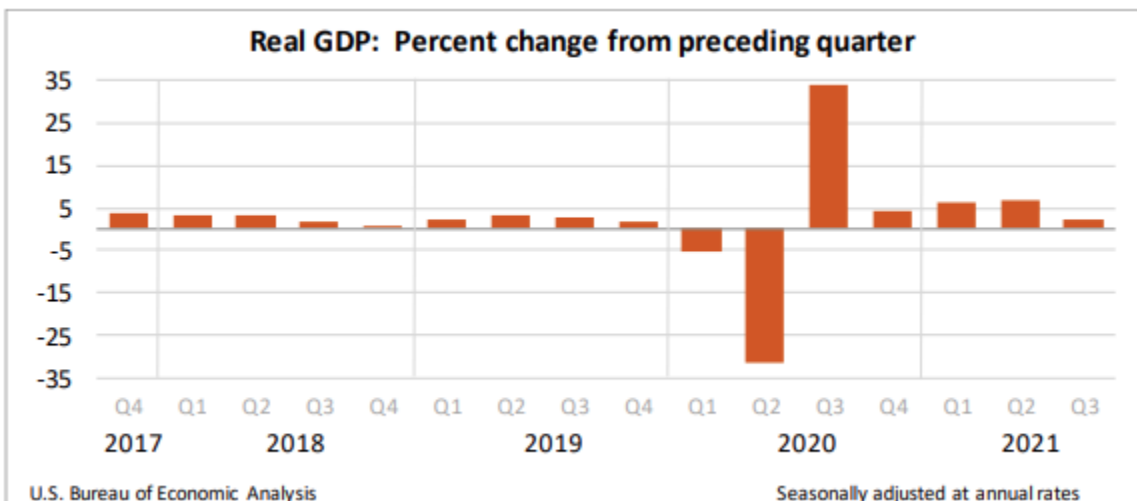
In addition to the hypothetical condition previously stated in the prior appraisal reports, the following extraordinary assumptions are used for this appraisal and may affect the assignment results:

- The underlying fee ownership of Sloat Avenue and Ocean View Boulevard is not definitively known as the date of this report. It is an extraordinary assumption of this report that the underlying fee interests in the subject areas being appraised are owned by the City of Pacific Grove
- The developer of the proposed project will be responsible for any necessary relocation of utilities within Sloat Avenue as a condition of development approval. Based on figures provided by the City of Pacific Grove Public Works Director in 2020, the cost to relocate the utilities is around \$275,000. This estimate is assumed to remain reasonably accurate for the purpose of this new assignment.

Updated Real Estate Market Conditions

For more than a year, the world has been dealing with the spread of the coronavirus, COVID-19, and the resulting global pandemic. During the initial stages of the outbreak, the economy experienced a significant downturn, with most major markets declining by as much as 20%. With over half of Californians vaccinated, most COVID-19 related restrictions were lifted in mid-June throughout the state. The progression of COVID-19 continued with a reemergence (Delta variant), and recently, a new wave of uncertainty has arisen due to the rapidly-spreading Omicron variant of the virus. However, the local economy has shown its resilience and the forecast over the long-term is considered favorable, according to market participants.

At the onset of the pandemic, the real gross domestic product (GDP) decreased at an annual rate of 31.4% in the second quarter of 2020, after a decline of 5.0% in the first quarter, according to the Bureau of Economic Analysis (BEA). Real GDP is a comprehensive measure of economic activity, and the most popular indicator of the nation's overall economic health. The most devastating three-month collapse on record in the second quarter of 2020 wiped away nearly five years of growth, as consumers cut back spending, businesses pared investments and global trade dried up, according to the Commerce Department.



Fortunately, though, a recovery started in the following quarter, as third quarter (Q3) 2020 GDP increased at an annual rate of 33.4%, which recovered two-thirds of the economic output lost during the first half of the year. This brought the economy back within only 3.5 percentage points below its pre-pandemic level (see graph above). GDP for Q1 2021 increased 6.3%, Q2 2021 increased by 6.7% and according to the "advanced" estimate released by BEA, the rate for Q3 2021 GDP increased by 2.0%.

Economic activity boomed to start 2021, as widespread vaccinations and government spending helped get the U.S. closer to where it was before the COVID-19 pandemic struck, according to the Commerce Department. The increase in Q2 2021 GDP reflected the continued economic

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Appraisal of Portions of Sloat Avenue and Ocean View Boulevard

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recovery, reopening of establishments, and the current unending government response related to the COVID-19 pandemic. The BEA states that “GDP in the third quarter reflected increases in private inventory investment, personal consumption expenditures (PCE), state and local government spending, and nonresidential fixed investment that were partly offset by decreases in residential fixed investment, federal government spending, and exports”.

The Conference Board Consumer Confidence Index (CCI) is a barometer of the health of the U.S. economy from the perspective of the consumer. The index is based on consumer’s perceptions of current business and employment conditions, as well as their six-month outlook regarding business conditions, employment conditions, and income. The CCI declined for several months during the summer of 2021 and has remained relatively level over the last two months. As of November 2021, the Index now stands at 109.5, whereas 100 is the benchmark. At the start of the pandemic, the CCI was at 118.8, but then decreased to 85.7 in April 2020. Consumers’ assessment of current conditions and their short-term outlook improved significantly in the first part of 2021, as renewed optimism boosted purchasing intentions for big-ticket items. According to the Conference Board, confidence levels suggest the economic expansion will continue into early 2022. However, both confidence and spending will likely face headwinds from rising prices and a potential resurgence of COVID-19 in the coming months.

The unemployment rate is the most frequently cited indicator of labor market health and data from the job market gives the picture of a weakened economy that is recovering from the effects of COVID-19 (see following graphic). The national unemployment rate has been on a downward trajectory, with only a couple slight upward blips, after having spiked to 14.7% when 870,000 jobs were lost in March 2020, followed by a record 20.5 million in April, with much of the U.S. in self-imposed shutdown mode to prevent the spread of COVID-19. The unemployment rate in April was the highest since the BLS started recording the monthly rate in 1948. The last time American joblessness was that severe was the Great Depression, when the unemployment rate peaked at 24.9% in 1933, according to historical annual estimates from the BLS.



Chart 1. Unemployment rate, seasonally adjusted, November 2019 – November 2021

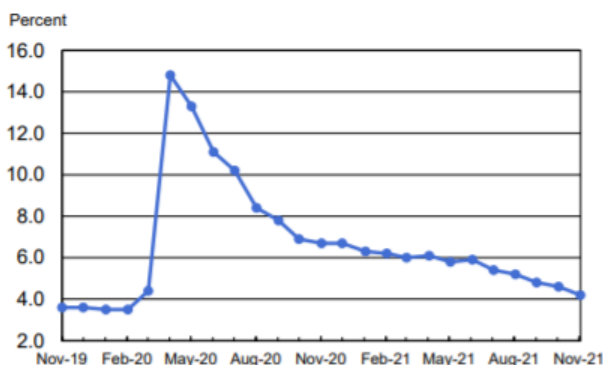
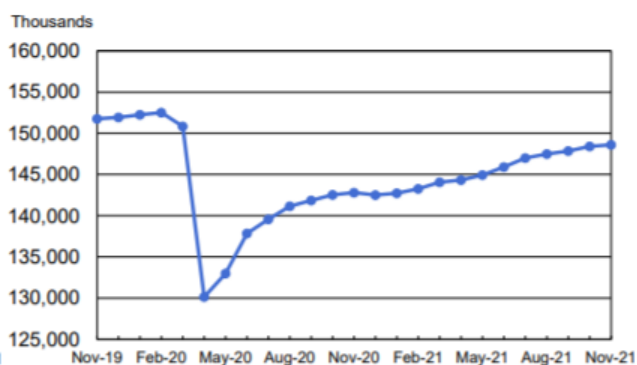


Chart 2. Nonfarm payroll employment, seasonally adjusted, November 2019 – November 2021



The improvements in the labor market starting in May 2020 reflect the continued resumption of economic activity that had been curtailed in March and April in efforts to contain COVID-19. For October 2021, Nonfarm payroll employment increased in 25 states and the District of Columbia

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and was essentially unchanged in 25 states. The U.S. unemployment rate fell minimally over the month to 4.6%, however, despite being down considerably from their highs in April 2020, they remain above their levels prior to COVID-19 (3.5% and 5.7 million, respectively, in February 2020). The unemployment rate (not seasonally adjusted) in Santa Cruz County was 4.9% for November 2021, which compares with an unemployment rate of 5.4% for California for the same period.

Hospitality Market

According to a recent report from Costar.com, the occupancy rate in the San Jose/Santa Cruz hotel market collapsed to 17.7% in April of 2020, shortly after the onset of the global pandemic that would severely impact the hospitality sector across the United States. But with the low point of the pandemic now in the past, conditions are improving. Around 640,000 rooms were sold in the month of October, a 32.4% increase compared to the same month the year prior.

Locally, the 12-month RevPAR in the San Jose/Santa Cruz hotel market decreased by 18.6% as of October, which is a sharp contrast to the national statistical data, where RevPAR is up by 26.5% on a year over year basis. Roughly 2,300 new hotel rooms across 17 projects are currently under construction. This new supply follows a material amount of recent development: in the past three years, 25 projects containing around 3,700 rooms were completed market-wide, driving a significant expansion of the existing inventory in percentage terms.¹

Average Trend	Current	3 Mo	YTD	12 Mo	Historical Average	Forecast Average
Occupancy	55.6%	57.0%	50.3%	47.7%	64.1%	72.2%
Occupancy Change	28.8%	23.7%	19.6%	4.0%	-8.9%	9.6%
ADR	\$130.65	\$132.94	\$120.41	\$117.83	\$175.17	\$173.06
ADR Change	17.7%	17.5%	-14.2%	-21.7%	-8.2%	9.8%
RevPAR	\$72.65	\$75.83	\$60.51	\$56.25	\$112.26	\$124.89
RevPAR Change	51.6%	45.3%	2.7%	-18.6%	-16.4%	20.3%

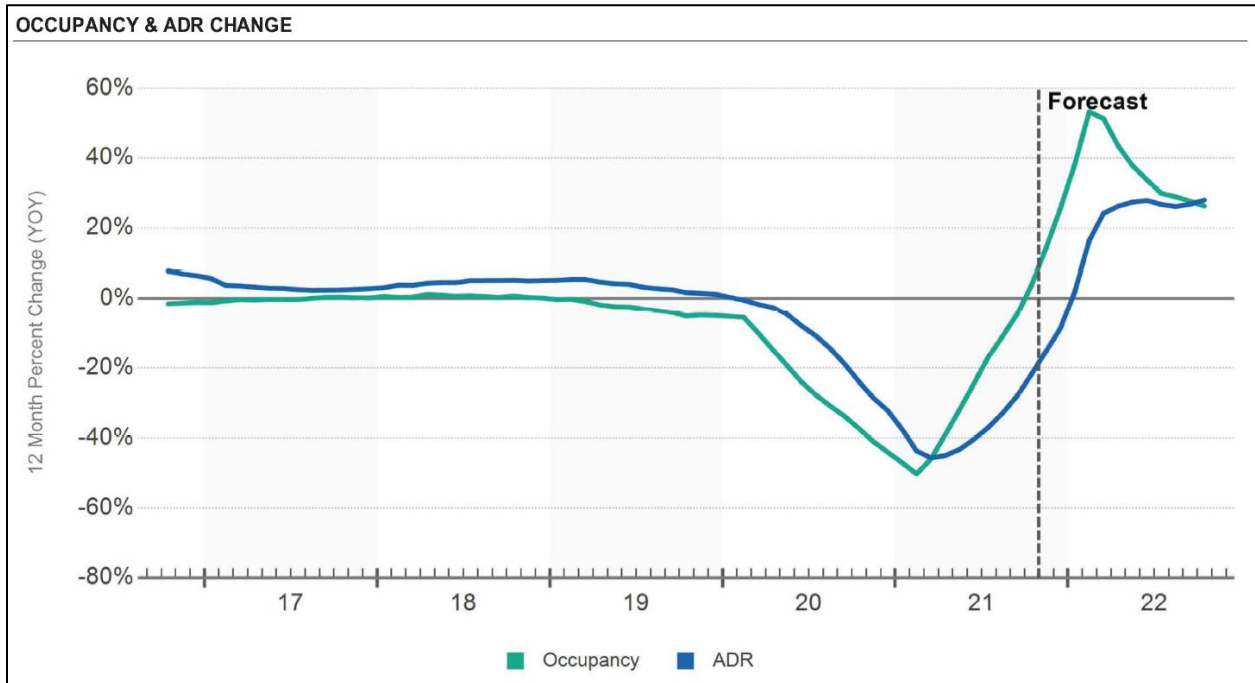
Source – San Jose/Santa Cruz Hospitality Market Report December 2021

¹ San Jose/Santa Cruz Hospitality Market Report December 2021

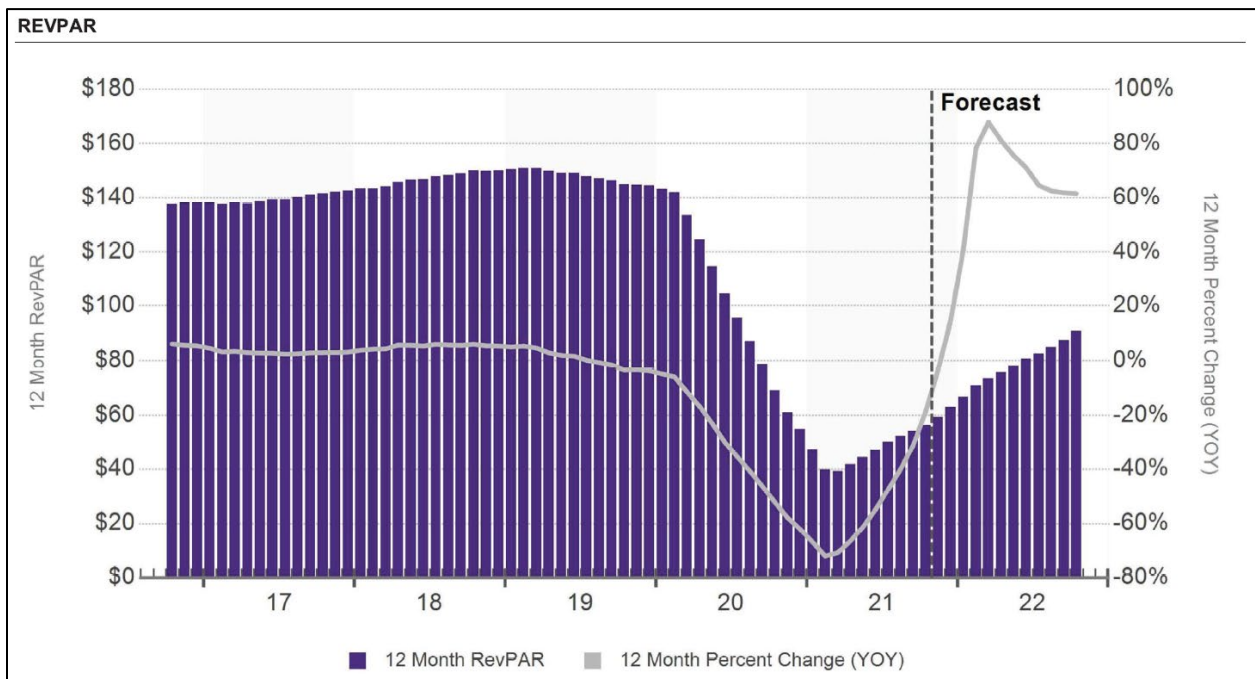
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Source – San Jose/Santa Cruz Hospitality Market Report December 2021



Source – San Jose/Santa Cruz Hospitality Market Report December 2021

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Sales Comparison Approach

Research was conducted to find comparable land sales in the subject's market area.

No new sales were found that could shed light on the land value of the adjacent parcels since the issuance of the previous appraisal reports. Comparable L-01 from the previous appraisal reports closed in June of 2020 for the reported contract price of \$3,000,000. The following table depicts the comparable sales, with a revised comparable data sheet for Comparable L-01 on the following page. Further data on the remaining sales are incorporated from the previous appraisal reports by reference herein.

Sales Data Summary

Land Sales Data

No.	Address City, State APN	Sales Contract Date COE	Parcel Size (Acres) Parcel Size (Sq. Ft.)	Zoning	Entitlements	Sales Price
				General Plan	Utilities	\$/Sq. Ft. (Land)
L-01	518 Lighthouse Ave Pacific Grove, CA 006-178-009	Jan-20 06/22/20	0.35 15,150	C-D Downtown Commercial	Fully entitled All available except water rights (to be separately purchased)	\$3,000,000 <u>\$198.02</u>
L-02	601-605 Lighthouse Ave Monterey, CA 001-066-007	Oct-19 02/28/20	0.14 6,000	Planned Community Commercial	Unentitled All available, including water allocation	\$1,175,000 <u>\$195.83</u>
L-03	a. 148 15th Ave Pacific Grove, CA 006-174-003; -011; -012	Mar-19 03/12/20	0.19 8,400	C-D Downtown Commercial	Fully entitled All available except water rights (to be separately purchased)	\$4,200,000
	b. SWC Central Ave. & Fountain Ave. Pacific Grove, CA 006-173-002	Mar-19 03/12/20	0.78 33,877	C-1-T Downtown Commercial	Fully entitled All available except water rights (to be separately purchased)	\$4,200,000
	Total Consideration		0.97 42,277	C-D & C-1-T Downtown Commercial	Fully entitled All available except water rights (to be separately purchased)	\$8,400,000 <u>\$198.69</u>
L-04	NWC Lighthouse Ave. & Fountain Ave. Pacific Grove, CA 006-173-003	Sep-15 09/14/15	0.58 25,341	C-1-T Downtown Commercial	Unentitled All available, including water allocation	\$5,900,000 <u>\$232.82</u>
	Assemblage Parcels: North and South Sides of Sloat Avenue Pacific Grove, CA 006-231-001; 006-234-004 & -005	DOV TBD	4.47 194,735 Total Area Three Parcels	C-V-ATC Central Eardley Commercial	Unentitled All available, including water allocation	N/A

City of Pacific Grove

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Owner – City of Pacific Grove

Comparable Land Sale Data Sheet – L-01

Sales Contract Date Jan-20
COE 06/22/20
Sales Price \$3,000,000

Address 518 Lighthouse Ave
City, State Pacific Grove, CA
Zip 93950
APN 006-178-009



Buyer 520 Lighthouse Corporation
Seller 518 Lighthouse AF LLC
Document # 29621
Terms Cash to seller

Parcel Size (Acres) 0.35
Parcel Size (Sq. Ft.) 15,150
\$/Sq. Ft. (Land) \$198.02

Zoning C-D
General Plan Downtown Commercial

Utilities All available except water rights (to be separately purchased)
Entitlements Fully entitled

Verified By Josh Jones, Listing Agent
Contact Info. (831) 646-1919

Comments This is the June 2020 sale of a property entitled for 12,192 square feet of ground floor retail space and ten upper-floor residential dwelling units in downtown Pacific Grove. The project will reportedly require the developer to acquire water entitlements from the City of Pacific Grove at an estimated cost of \$600,000 to \$700,000. The project will include a 21-space underground parking garage. The property is currently occupied by a former service station and garage that is now used as a deli. The cost to demolish these improvements is unknown. A Phase 2 environmental report indicated no contamination present at the property.

City of Pacific Grove

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Sales Data Analysis

The comparable sales receive the same adjustments as analyzed and described in Appraisal Report No. 20038 with the exception of the adjustments for market conditions. As described on the previous pages, the hospitality market has recovered significantly since the early period of the pandemic in mid-2020. Although RevPAR figures are down over 18% year-over-year in the San Jose/Santa Cruz hospitality market, the economic outlook has become more favorable since 2020 as unemployment has decreased steadily. Accordingly, Comparables L-01 through L-03, which had previously been adjusted downward for market conditions, are considered to have sold during effectively similar market conditions for hospitality land, and no adjustments are applied. Comparable L-04 is still considered to have sold during inferior market conditions and receives a larger positive adjustment than was applied in the prior appraisal analyses.

The following table summarizes the adjustments made to each comparable. Bold text connotes a more substantial adjustment.

Comparable	L-01 <i>518 Lighthouse Ave Pacific Grove, CA</i>	L-02 <i>601-605 Lighthouse Ave Monterey, CA</i>	L-03 <i>SEC Central Ave. & Fountain Ave. and 148 15th Ave. Pacific Grove, CA</i>	L-04 <i>NWC Lighthouse Ave. & Fountain Ave. Pacific Grove, CA</i>
Sales Contract Date	Jan-20	Oct-19	Mar-19	Sep-15
Sales Price	\$3,000,000	\$1,175,000	\$8,400,000	\$5,900,000
Parcel Size (Sq. Ft.)	15,150	6,000	42,277	25,341
<i>Sales Price / Sq. Ft.</i>	\$198.02	\$195.83	\$198.69	\$232.82
Property Rights Conveyed	Ø	Ø	Ø	Ø
Financing Terms	Ø	Ø	Ø	Ø
Conditions of Sale	Ø	Ø	Ø	Ø
Expenditures After Purchase	Positive	Positive	Positive	Ø
Market Conditions (Time)	Ø	Ø	Ø	Positive
Location	Positive	Positive	Positive	Positive
Size	Negative	Negative	Ø	Negative
Land Use (Zoning / General Plan)	Negative	Negative	Ø	Negative
Site Utility / Constraints	Negative	Negative	Ø	Ø
Water Entitlements	Positive	Ø	Positive	Ø
Development Entitlements	Negative	Ø	Negative	Ø
Contributory Improvements	Ø	Negative	Ø	Negative
Net Adjustment	Positive	Positive	Positive	Negative

Comparable L-03 is analyzed as assembled

Land Value Conclusion, Adjacent Parcels

Before adjustments, the comparable sales indicate a value for the parcels adjacent to the subject areas between \$195.83 and \$232.82 per square foot. After adjustments, the sales indicate a value for the subject above Comparables L-01 through L-03, all of which sold in the high-\$190's per square foot, and below \$232.82, as indicated by Comparable L-04.

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Comparable L-03 remains the most emphasized sale. It sold relatively recently and is most similar to the subject in terms of project site size and site utility. It was also acquired for development of a hotel project, like the one proposed on the subject areas and adjacent parcels. It requires demolition to accommodate development, occupies an inferior location, and sold with development entitlements in place. However, its land of existing water entitlements and superior market conditions (due to the current pandemic and accompanying market instability) result in somewhat offsetting downward adjustments. Overall, this sale is judged to indicate a value for the parcels adjacent to the subject areas slightly above its sale price of \$198.69.

Comparable L-04 is the least emphasized sale, given its 2015 sale date and that the shell of the department store that had previously occupied the site was repurposed and incorporated into the development of the mixed-use residential and commercial project that exists today. Primarily due to the contributory value of the building shell, this sale indicates a value for the land adjacent to the subject areas below its unit price of \$232.82 per square foot of land area.

In view of the comparable sale adjustment analysis and emphasis on Comparable L-03, the land adjacent to the subject is concluded to have a unit value toward the low end of the bracketed range, or **\$205 per square foot**. This conclusion represents a 3.5% increase over the conclusion previously reached in 2020, which reflects an improved economic outlook for the hospitality market.

Accordingly, the value of these parcels is shown in the table below.

Total Valuation				
Project Area, Not Including Right of Way Areas				
Area (S.F.)		Value/ S.F.		Total Value
194,735	X	\$205	=	\$39,920,675

Underlying Land Value, Sloat Avenue Interest

The analysis of the discounts applied for the interests being acquired, Sloat Avenue's highest and best use in assembly, and utility relocation costs are carried forward from the previous appraisal reports.

Based on the value of the adjoining lands and the discount rates concluded, the underlying value of the Sloat Avenue interests to be acquired and incorporated into the proposed hotel and commercial development is shown in the following table.

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Underlying Value, Areas Proposed to be Acquired, Sloat Avenue

Appraised Area	Area (s.f.)		Unit Value, Adjacent Lands		% Rights to be Acquired		% Value due to Assemblage		Total Indicated Value
Sloat Avenue Area	<u>26,778</u>								
<i>Within proposed development</i>	19,699	X	\$205	X	75%	X	70%	=	\$2,120,105
<i>Shared access area</i>	7,079	X	\$205	X	20%	X	25%	=	\$72,560
<i>Less: Utility Relocation Cost</i>									(\$275,000)
<i>Total Value, Sloat Avenue</i>									\$1,917,665

Underlying Land Value, Ocean View Boulevard Interest

The analysis of the discounts applied for the interests being acquired and Ocean View Boulevard's highest and best use in assembly are carried forward from the previous appraisal reports.

Based on the value of the adjoining lands and the discount rates previously concluded, the underlying value of the Ocean View Boulevard to be acquired and incorporated into the proposed hotel and commercial development is shown in the table below.

Underlying Value, Area Proposed to be Acquired, Ocean View Boulevard

Appraised Area	Area (s.f.)		Unit Value, Adjacent Lands		% Rights to be Acquired		% Value due to Assemblage		Total Indicated Value
Ocean View Boulevard Area	3,190	X	\$205	X	75%	X	70%	=	\$343,324



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Matthew Mogensen, City Manager
MEETING DATE: October 16, 2024
SUBJECT: Schedule of Public Hearings to Establish District Boundaries to Transition from the City of Pacific Grove City Council At-Large Election System to a District-Based City Council Election System
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Receive and file Schedule of Public Hearings to Establish District Boundaries to Transition from the City of Pacific Grove City Council At-Large Election System to a District-Based City Council Election System in accordance with California Elections Code § 10010
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

On October 2, 2024, the City Council considered and approved Resolution No. 24-042, declaring its intent to initiate procedures for a transition from at-large to district-based council member elections. The staff report package and supporting materials can be accessed at this [link](#). One of the motions the City Council made was to direct the City Manager to develop a tentative timeline for conducting public hearings, formulating proposed district maps scenarios and election sequencing, and present a draft ordinance to the City Council for action.

The California Voting Rights Act (CVRA) provides the process of transitioning from at-large elections to by-district elections in California Elections Code § 10010, which specifically applies to charter cities. The process includes:

1. City Council approves a Resolution of Intent to Transition from At-Large Elections to By-district Elections.
2. First Public Hearing on composition of possible districts before draft maps are drawn
3. Second Public Hearing no more than 30 days after First Public Hearing on composition of possible districts before draft maps are drawn
4. Publication of Draft Maps and Election Sequence – at least 7 days prior to public hearing on maps
5. First Public Hearing on Draft Maps
6. Second Public Hearing on Draft Maps no more than 45 days after First Public Hearing on Draft Maps: Consider Introduction (First Reading) of Ordinance to transition from at-large elections to by-district elections.

7. Consider Adoption (Second Reading) of Ordinance to transition from at-large elections to by-district elections; public hearing required in connection with adoption of Ordinance; Ordinance becomes effective 30 days after adoption.

Proposed Timeline for Public Hearings

Staff has coordinated with legal counsel to develop a proposed timeline for conducting public hearings, formulating proposed district map scenarios and election sequencing, and presenting a draft ordinance to the City Council. The City Council resolved its intentions to complete the transition to district-based elections by January 1, 2025, but in no event later than March 31, 2025. To fulfill the requirements of California Elections Code § 10010, staff has developed the timeline below that completes the process by March 31, 2025.

- October 2, 2024 – City Council Adopted Resolution 24-042, declaring its intent to initiate procedures for a transition from at-large to district-based council member elections.
- November 20, 2024 – first public hearing on composition of possible districts before draft maps are drawn.
- December 18, 2024 – second public hearing on composition of possible districts before draft maps are drawn.
- January 8, 2025 – staff will conduct a “community workshop” format meeting to educate residents on how to use the map drawing tools. The meeting will be noticed as a special meeting of the City Council to allow Council Members to attend if they choose, but no hearings will be held at this community workshop.
- February 5, 2025 – third public hearing on draft maps submitted by Pacific Grove residents.
- March 5, 2025 – fourth public hearing on draft maps submitted by Pacific Grove residents, and First Reading of an Ordinance to adopt a district map and sequencing in which districts will be implemented.
- March 19, 2025 - second reading of the Ordinance adopting the district map and sequencing which districts will be implemented.

OPTIONS

Direct staff to take an alternative action.

FINANCIAL IMPACT:

There is no fiscal impact resulting from this item.

FOCUSED PRIORITY AREA: Not Applicable.
