NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, January 15, 2025, 6:00 P.M.

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

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

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

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

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

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

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

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

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

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Councilmember Poduri

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

A. Pacific Grove of Natural History Strategic Plan 2024-2029 **PG 7**
Reference: Rachel M. Miller, Executive Director
Recommended Action: Receive presentation.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Mayor's Proclamation: Pt. Pinos Lighthouse's 170th Birthday **PG 22**
Reference: Nick Smith, Mayor
Recommended Action: Receive presentation.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

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

A. 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 December 18, 2024 Special and Regular Meetings **PG 24**
Reference: Sandra Kandell, City Clerk
Recommended Action: Approve the minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

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

A. Sunset Drive and Arena Avenue Emergency Wastewater Ratification **PG 31**
Reference: Daniel Gho, Public Works Director/Deputy City Manager
Recommended Action: Approve a resolution ratifying emergency sewer work performed by Monterey Peninsula Engineering at Sunset Dr and Arena Ave on September 21, 2024 for an amount of $66,378.57.
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

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

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

A. Unaudited summary of Worker's Compensation Financial and Claim Data - First quarter of Fiscal Year 2024-2025 **PG 35**
Reference: Nicholas Cina, Finance Management Analyst
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. Housing Element Monthly Status Update **PG 37**
Reference: Joseph Sidor, Contract Planner
Recommended Action: 1. Receive the report.
2. Alternatively, discuss and take other action related to this item.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

C. Check Register for December 2024 **PG 39**

Reference: Nicholas Cina, Finance Management Analyst

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. Waive Lighthouse Entrance Fees - Point Pinos Lighthouse 170th Birthday Celebration

Reference: Joyce Halabi, Deputy Public Works Director **PG 46**

Recommended Action: Waive Lighthouse entrance fees on February 1, 2025, the Point Pinos Lighthouse's 170th Birthday.

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

B. Sanitary Sewer Root Control Agreement **PG 48**

Reference: Joyce Halabi, Deputy Public Works Director

Recommended Action: Authorize an agreement with Pacific Sewer Maintenance for Root Control of Various Sanitary Sewer Lines in an amount not to exceed $105,370 plus a15% contingency per fiscal year, with two (2) extension options, each for an additional year, by mutual letter signed by the mayor.

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

C. Contract Amendment for Professional Services with Municipal Resource Group, LLC (MRG) **PG 52**

Reference: Matthew Mogensen, City Manager

Recommended Action:

1. Approve Amendment #1 to a Professional Services Agreement with Municipal Resource Group, LLC (MRG), increasing the current contract by $10,400 for a total not to exceed amount of $50,173.
2. Alternatively, discuss and take other action related to this item.

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

D. Appointments to City Boards, Committees, Commissions, and Task Force **PG 107**

Reference: Nick Smith, Mayor

Recommended Action: Approve appointments to City Boards, Committees, Commissions, and Task Force listed below.

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

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

A. Diversity, Equity and Inclusion Meeting Minutes: October 14, 2024 **PG 155**
Reference: Sandra Kandell, City Clerk/DEI Coordinator
Recommended Action: Receive minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Historic Resources Committee Meeting Minutes: August 2024 through November 2024
Reference: Garrett McCown, Associate Planner **PG 158**
Recommended Action: Receive minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

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

A. Selection of Appointment to Fill City Council Vacancy and Administration of Oath of Office **PG 186**
Reference: Brian Pierik, City Attorney
Recommended Action:

1. Vote to select a candidate to fill the City Council vacancy.
2. Direct the City Clerk to administer the Oath of Office to the newly appointed Councilmember.

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

12. **UNFINISHED AND ONGOING BUSINESS**

13. **NEW BUSINESS**

A. Agreement with Blue Strike Environmental for Climate Action and Adaptation Planning Services **PG 218**

Reference: George Fuerst, Environmental Program Manager

Recommended Action:

1. As recommended by the Climate Action and Adaptation Planning Committee, authorize the City to enter into an agreement with Blue Strike Environmental for Climate Action and Adaptation Planning Services for an amount of $99,515.
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

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.

Agenda No. 2 A

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: January 15, 2025

SUBJECT: Pacific Grove of Natural History Strategic Plan 2024-2029

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

RECOMMENDATION

Receive presentation.

Attachments

Museum PPT

PACIFIC GROVE MUSEUM of NATURAL HISTORY

STRATEGIC PLAN 2024 – 2029

Prepared by

Rachel M. Miller, Executive Director

*Full public facing strategic plan attached to presentation

PACIFIC GROVE MUSEUM of NATURAL HISTORY

2024 – 2029 Goal 1:
Prioritize reaccreditation & management of our collection & facility

4.0 Be a responsible steward of the collections entrusted to its care and the Museum's historic heritage

7.0 Follow facility and risk management plans that meet programmatic and administrative needs, protect collections and support is public service role

PACIFIC GROVE MUSEUM of NATURAL HISTORY

2024 – 2029 Goal 2:
Create an interpretive master plan for meaningful engagement of diverse audiences

1.0 Fulfill its obligation to the public trust and be accountable to the community it serves

2.0 Perform institutional planning and assessment processes and align its operations to this plan

PACIFIC GROVE MUSEUM of NATURAL HISTORY

2024 – 2029 Goal 3:

Amplify community science, cultural history and outreach education program

5.0 Have interpretive and educational programs and activities that support its mission and support its public service role

PACIFIC GROVE MUSEUM of NATURAL HISTORY

2024 – 2029 Goal 4:
Elevate organizational capacity & staff development

1.0 Fulfill its obligation to the public trust and be accountable to the community it serves

3.0 Have leadership, governance, and staffing structures that support the mission

PACIFIC GROVE MUSEUM of NATURAL HISTORY

2024 – 2029 Goal 5: Strengthen financial stability & board development

6.0 Be financially stable in advancing its mission

PACIFIC GROVE MUSEUM OF

NATURAL HISTORY

2024 - 2029 STRATEGIC PLAN

Summary

Under the leadership of a new Executive Director, this five-year Strategic Plan charts the Pacific Grove Museum of Natural History's path forward by moving our educational programs, exhibits, and events toward a refined mission that strengthens our emphasis on cultural history and community building as an integral part of our core focus of caring for our natural world. As promised, the Museum continues to be an inclusive, interactive space both inside and outside of our physical walls where we support conservation, scientific literacy, co-curation, and deep learning. This plan will serve as a road map to American Alliance of Museums reaccreditation and will reinforce the work that is before us now, and through 2029.



PACIFIC GROVE
MUSEUM
of NATURAL
HISTORY

Mission

While developing a new strategic plan, we revisited our Mission, Vision, and Values Statement. We are adjusting our mission to better reflect the museum's evolution to an institution whose programming and exhibits embrace both natural and cultural history within and beyond Monterey County. Our new vision and values statement reflects our commitment to conservation, inclusiveness, and a sustainable future.

MISSION	To inspire discovery, wonder, and stewardship of our cultural and natural world.
VISION	To be a trusted partner in increasing knowledge and stewardship of local nature and culture with an expanding lens of geographic, ability, and cultural diversity represented by the people of Monterey County.
VALUES	In collaboration and partnership across Monterey County's diverse communities, we are inclusive and welcome broad perspectives; we advocate for respect and appreciation of the natural world and each other.

History

The Pacific Grove Museum of Natural History opened in 1883 to house collections of nature's wonders and to make them available for study for the Chautauqua Literary and Scientific Society, who maintained the Museum from 1883 till 1901. Since 1901, the Pacific Grove Association maintained the Museum until it was transferred to the City of Pacific Grove in 1917. The Museum has been continuously accredited by the American Alliance of Museums (AAM) since 1972, the first such institution in Monterey County and one of the first in the country to receive AAM accreditation.

On August 1, 2009, the City of Pacific Grove entered a public/private partnership with The Museum Foundation of Pacific Grove. Under the Agreement, The Museum Foundation of Pacific Grove, doing business as the Pacific Grove Museum of Natural History operates the Museum; cares for and displays the Museum Collection, manages educational programming and interpretation at the Monarch Grove Sanctuary; and raises funds to support these activities. The City of Pacific Grove owns the Museum land, building, and collection, and manages major repairs to the Museum facility.

The Museum Foundation of Pacific Grove has built a sustainable model for the operation of the Museum by growing membership, expanding donors and funding sources, employing a creative staff, and recruiting a Board of Directors to provide expertise and governance.





First Executive Director: Mary B . Norton



Current Executive Director: Dr. Rachel M. Miller

City of Pacific Grove

The Museum Foundation of Pacific Grove and the City of Pacific Grove enjoy a successful public/private partnership, details of which are outlined in an Operating and Lease Agreement and its corresponding amendments. This plan incorporates the overarching goals agreed to with the City for the operation of the Museum. Annually, a business plan is submitted to the City of Pacific Grove detailing the work to be accomplished under each of these goals:

- Fulfill its obligation to the public trust and be accountable to the community it serves.
- Perform institutional planning and assessment processes and align its operations to this plan.
- Have leadership, governance, and staffing structures that support the mission.
- Be a responsible steward of the collections entrusted to its care and of the Museum's historic heritage.
- Be financially stable in advancing its mission.
- Have interpretive and educational programs and activities that support its mission and support its public service role.
- Follow facility and risk management plans that meet programmatic and administrative needs, protect collections, and support its public service role.

Planning Process

The five goals in this plan were based on the six goals of the 2019-2024 plan (which themselves were based on the previous 2016-2021 plan), and reflect the goals in the Agreement with the City and set the direction that the museum is headed in alignment with its revised mission.

This strategic plan was developed with extensive input from the Board of Directors (BOD), BOD alumni, Board committee members, Museum staff, City staff, and our close community partners. The plan was created to inform our efforts to serve the whole of our community, while balancing environmental, human, and financial realities.

Five Strategic Goals

Goal 1: Prioritize reaccreditation & management of our collection & facility

What we currently do: The Pacific Grove Museum stewards and cares for the historic building and its 1983 addition, along with the exhibits and the native plant garden. The Museum team focuses on expanding accessibility by developing exhibits and programs in English and Spanish. Our newest exhibit, Wonder, is designed to accommodate varying mobilities, with built-in seating and wide walkways. The PG Museum collaborates with the City of Pacific Grove to ensure that City-funded capital improvements and maintenance are carried out in a timely manner consistent with the high caliber of collections and facilities.

Objectives:

- Set 2026 AAM reaccreditation as a priority.
- Optimize the use of exhibit spaces, including the redesign of our native plant garden.
- Ensure efficient, climate-controlled, and safe environment for collections storage.
- Engage communities to provide access to collections and build on our existing collections and scientific knowledge.
- Develop and implement a comprehensive collections plan that supports the Museum mission, maintains collection management best practices, and supports descendant communities' interests in their own cultural heritage.





Goal 2: Create an interpretive master plan for meaningful engagement of diverse audiences

What we currently do: The Pacific Grove Museum currently works with a wide range of community partners in many aspects of our museum programs, operations, and events. The Exhibitions and Collections team work with peer organizations (through the Learning Journey cohort) in Monterey County to engage Indigenous groups to develop narratives and interpretations that elevate Indigenous perspectives. Furthermore, all museum staff engage in partnership opportunities with community

organizations and individuals to foster DEAI throughout our exhibits, educational programming, and events and prioritize developing and sustaining these relationships. The PG Museum prioritizes building collaborative co-creation and co-curation opportunities with community partners that highlight aspects of DEAI and host programs, events, and exhibits that build and strengthen partnerships with community organizations.

Objectives:

- Foster safety, accessibility, and inclusion across all areas of the buildings, exhibits, and grounds to provide a safe and comfortable space for all staff, volunteers, and visitors.
- Redevelop our interpretative design towards welcoming everyone from throughout Monterey County and towards more effectively engaging culturally diverse audiences.
- In respect to NAGPRA, cultivate deep and meaningful relationships with and in service to Indigenous communities.
- Build relationships throughout Monterey County to make the Museum's exhibits, programming, and events more welcoming and inclusive to a broader range of the community.





Goal 3: Amplify community science, cultural history and outreach education programs

What we currently do: The PG Museum plans, creates, delivers, and evaluates several education and public programs onsite as well as off-site for preschool through adult participants. We honor traditional ecological knowledge and practice as a way of understanding the natural world. Our programs focus on the environments and cultures of the Monterey County region and build knowledge of science, conservation, and local history, and agency in participating in communicating science. The Education team regularly collects data from participants in all education programs and uses this data in decision making about program priorities and structure. We maintain strong connections to, and collaborations with, formal and informal education partners. The Museum prioritizes bilingual presentation (English and Spanish) and materials for all outreach programs, selected on-site programs, and all new exhibits.

Objectives:

- Create, deliver, and evaluate our Wonder on Wheels (WOW) mobile museum program to serve communities county wide with an emphasis on inclusive and intergenerational learning.
- Engage diverse communities in community science monitoring projects that are directly focused on issues and questions of relevance to our local communities and environments and ensure that the data generated are available to inform decision making and planning.
- Incorporate traditional ecological knowledge and other cultural knowledge in interpretation of natural and cultural history in education programs.





Goal 4: Elevate organizational capacity & staff development

What we currently do: The Museum has grown to a full-time staff of fifteen, offering high caliber public programs, new rotating exhibits, and sophisticated member engagement opportunities. The Museum Foundation Board has been actively working to increase staff compensation to market level, provide benefits, promote internal recognition, and provide regular performance evaluations and professional development opportunities. The PG Museum provides clarity and open dialogue regarding our compensation/benefits program via dedicated staff meetings, and we foster and recognize excellence by celebrating staff milestone achievements.

Objectives:

- Maintain holding the public trust as educators and aspire to be the regional museum of choice.
- Recruit, retain, and nurture diverse, dynamic, and talented Museum staff with a DEAI lens in mind.
- Promote transparency and increase staff compensation, recognition, and wellbeing.
- Provide staff with clear direction, timelines, priorities, and both annual and quarterly goals to support success and create accountability.





Goal 5: Strengthen financial stability & board development

What we currently do: The Development and Engagement team maintains an active member and donor database, regularly communicating with these groups, leads ongoing membership programming, and hosts a variety of events inside and outside the museum for private and public audiences throughout the year. The team also leads grant writing efforts to support the museum's operational costs and specific programs and projects. The BOD is responsible for the organization's financial health, and the BOD Finance Committee has oversight of the museum's finances, reviewing the staff's written budget annually and financial statements quarterly. The PG Museum maintains a reserve of at least one year of annual operating costs and performs an annual independent audit. There is need to increase revenue given the rising operating costs for the museum driven by salaries for the expanded staff and associated services such as human resources, information technology, and security.

Objectives:

- Assure the highest standards of financial accountability and responsibility to ensure long-term fiscal strength and operational stability of the Museum.
- Strengthen and expand the capacity, roles, engagement, and the geographic, cultural and skill diversity of the Board of Directors and non-board committee members as the Museum increases the total number of board members.
- Grow the endowment and ensure investment policies are consistent with future needs.
- Review and refine long-term and annual fundraising goals and plans for projects as outlined in the strategic plan and regularly assess progress.
- Diversify and expand museum donors to increase revenue for operating costs.
- Grow membership and admissions and increase associated revenue.



Support our Plan:

Join our Monarch Society
Become a museum member
Make a donation
Join our 1883 Legacy Society
Volunteer your time
Adopt a Bird
Sponsor an Exhibit



165 Forest Avenue
Pacific Grove, CA 93950
831-648-5716
www.pgmuseum.org

Agenda No. 2 B

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nick Smith, Mayor

MEETING DATE: January 15, 2025

SUBJECT: Mayor's Proclamation: Pt. Pinos Lighthouse's 170th Birthday

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

RECOMMENDATION

Receive presentation.

Attachments

Proclamation

Mayor's Proclamation

Recognizing the Point Pinos Lighthouse's 170th Birthday

WHEREAS, the Point Pinos Lighthouse's beacon has flashed nightly as a guide and warning to ships off the rocky California coast since February 1, 1855.

WHEREAS, the Point Pinos Lighthouse is the oldest continuously operating lighthouse on the West Coast of the United States.

WHEREAS, February 1, 2025 will mark a remarkable 170 years.

WHEREAS, today, in addition to continuing to function as an active aid to navigation, the Lighthouse stands as a historic landmark, offering educational opportunities, preserving and showcasing local culture and history, and serving as a valuable resource for the community and visitors.

WHEREAS, annually, thousands of visitors enjoy the Lighthouse and the Lighthouse grounds.

WHEREAS, lighthouse staff and countless dedicated volunteers help make the lighthouse a wonderful place to visit and learn about local history and maritime heritage.

NOW, THEREFORE, I, Nick Smith, by the authority vested in me as Mayor of the City of Pacific Grove, do hereby proclaim February 1, 2025 as Point Pinos Lighthouse's Day in honor of the Lighthouse's 170th Birthday. Residents are encouraged to reflect on the contributions and significance of the lighthouse and join the City in celebrating on February 1, 2025.

N. S.

Nick Smith, Mayor
City of Pacific Grove

Agenda No. 5 A

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: January 15, 2025

SUBJECT: Minutes of the December 18, 2024 Special and Regular Meetings

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

RECOMMENDATION

Approve the minutes.

Attachments

Draft Minutes 12-18-24

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING

Wednesday, December 18, 2024, 5:30 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 Smith called the meeting to order at 5:30 p.m. Present in Chamber: Mayor Smith, Mayor Pro Tem Amelio, Councilmembers McDonnell, Poduri, Rau, and Walkingstick.

APPROVAL OF AGENDA

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember Poduri, Council voted 6-0, to approve the agenda.

SPECIAL MEETING

PUBLIC COMMENT ON SPECIAL MEETING MATTERS

No public comment received.

1. Written Public Comment

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

DRAFT

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, December 18, 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 Smith called the regular meeting to order at 6:00 p.m. Present in Chamber: Mayor Smith, Mayor Pro Tem Amelio, Councilmembers McDonnell, Poduri, Rau and Walkingstick.

PLEDGE OF ALLEGIANCE:
Mayor Smith led the pledge of allegiance.

1. **APPROVAL OF AGENDA**
   Action: Upon motion by Councilmember Poduri and seconded by Mayor Pro Tem Amelio, Council voted 6-0, to approve the agenda.

2. **PRESENTATIONS**

3. **COUNCIL AND STAFF ANNOUNCEMENTS (City-Related Items Only)**
   A. Report on Closed Session by City Attorney

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

   City Attorney Brian Pierik reported no action was taken.

   B. Council and Staff made general announcements.

4. **GENERAL PUBLIC COMMENT**
   General public comment received from Robert Huitt, Jean Anton, Carmelita Garcia, Tony Amarante, Mike Gibbs, Christie Thomas, and Nancy Parsons.

CONSENT AGENDA
Action: Consent Agenda Item Nos. 8B and 9A were pulled and considered immediately following the Consent Agenda.

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember Poduri, Council voted 6-0, to approve the Consent Agenda as modified.

DRAFT

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

A. Minutes of the December 4, 2024 Regular Meeting
Action: Approved the minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

6. **RESOLUTIONS**

7. **ORDINANCES**

A. Second reading of an Ordinance to Amend the Salary Schedule (Minimum Wage)
Action: Held second reading and adopted Ordinance No. 24-020 to amend the salary classification schedule modifying salary ranges for Cashier, Intern, Lighthouse Docent Coordinator, Recreation Assistant I, and Recreation Assistant II.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

8. **REPORTS - INFORMATION ONLY**

A. First Quarter Budget Report FY 24-25
Action: Received report.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Check Register for November 2024 ***This item pulled and considered immediately following the Consent Agenda.***
Reference: Nicholas Cina, Finance Management Analyst
Recommended Action: Receive report.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

C. Monterey Salinas Transit Meeting Minutes: November 4, 2024 and November 25, 2024
Action: Received minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

D. Receive the updated status report on the FY 23/24 & 24/25 Goals and Work Plan.
Action: Received report.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS - REQUIRING ACTION**

A. Authorization for the City Manager to enter an Agreement with HdL Companies for Cannabis Business Permitting and Inspection Services ***This item pulled and considered immediately following the Consent Agenda.***
Reference: Matthew Mogensen, City Attorney
Recommended Action: Authorize the City Manager to enter an Agreement with HdL Companies for Cannabis Business permitting and inspection services.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

DRAFT

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

A. Beautification and Natural Resources Committee Minutes: May 21, June 18, July 16, August 20, and September 17, 2024
Action: Received minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Climate Action and Adaptation Planning Committee Minutes: May 16, and August 15, 2024
Action: Received minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

C. Recreation Board Meeting Minutes August: August 22, September 26, and October 24, 2024
Action: Received minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

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8.B. Check Register for November 2024 ***This item was pulled and considered immediately following the Consent Agenda.***
Public comment received from Mike Gibbs.

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember Rau, Council voted 6-0 to receive the report.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

9.A. Authorization for the City Manager to enter an Agreement with HdL Companies for Cannabis Business Permitting and Inspection Services ***This item pulled and considered immediately following the Consent Agenda.***
Public comment received from Mike Gibbs, Inge Lorentzen Daumer, and Lisa Ciani.

Action: Upon motion by Councilmember Poduri and seconded by Mayor Pro Tem Amelio, Council voted 6-0 to authorize the City Manager to enter an Agreement with HdL Companies for Cannabis Business permitting and inspection services with any further non-substantive modifications to be approved by the City Attorney and City Manager.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. **PUBLIC HEARINGS**

A. Second Public Hearing 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 ***This item commences at 7:00 PM pursuant to public hearing notice.***
Public comment received from Mike Gibbs and Jane Haines.

Action: Held a public hearing to receive input from the community regarding the

DRAFT

establishment of district boundaries to transition from an at-large City Council Election System to a district-based City Council election system in accordance with California Elections Code § 10010.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

12. **UNFINISHED AND ONGOING BUSINESS**

13. **NEW BUSINESS**

A. City Council Discussion and Direction Regarding the Process to Establish City Council Goals and Work Plan Development for FY 25/26 & 26/27
Public comment received from Antony Tersol.

Action: Upon motion by Mayor Smith and seconded by Mayor Pro Tem Amelio, Council voted 6-0, to direct the City Manager to return this item to the Council's February 5, 2025 meeting to provide options regarding the either the City Manager to lead or engaging Renne Public Management Group (RPMG) with a cap of $15,000 to lead the workshop and assist Council with establishing the FY 25/26 & 26/27 City Council Goals and Work Plan.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

The Council took a break from 7:05 – 7:10 PM.

B. Economic Development Commission Efficiency and Effectiveness Review and Staffing Alternative
Public comment received from Carmelita Garcia, Mike Gibbs, Debby Beck, Robin Venuti, Christi Metzner, Antony Tersol, Dixie Layne, and Inge Lorentzen Daumer.

Action: Upon motion by Mayor Smith and seconded by Councilmember Rau, Council voted 6-0 to direct the City Manager to separate the Economic Development Commission budget to assist with funding a full-time City staff position and begin the process of recruitment for that position.

Action: Upon motion by Mayor Smith and seconded by Mayor Pro Tem Smith, Council voted 6-0, to authorize the Mayor to make appointments to the Economic Development Commission (EDC) for a two-year term with a letter to appointed applicants that the EDC will be evaluated in 2025 which may impact their term.

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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

DRAFT

ADJOURNMENT
Council adjourned the special meeting and regular meetings at 8:55 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor : _____ Date: _____

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

MEETING DATE: January 15, 2025

SUBJECT: Sunset Drive and Arena Avenue Emergency Wastewater Ratification

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

RECOMMENDATION

Approve a resolution ratifying emergency sewer work performed by Monterey Peninsula Engineering at Sunset Dr and Arena Ave on September 21, 2024 for an amount of $66,378.57.

DISCUSSION

The City of Pacific Grove owns and operates the sewer collection system consisting of approximately 58 miles of pipelines, 900 manholes, and seven pump stations. To maintain this vital infrastructure, routine maintenance is performed on the system throughout the year. In addition to regular maintenance, the City completes proactive sewer infrastructure improvement projects, many of which are outlined in the Sewer Collection System Master Plan (SCSMP), as part of the annual Capital Improvement Program (CIP). While significant focus is placed on regular maintenance and upgrades, unexpected failures can still occur despite these diligent efforts.

On September 21, 2024 at 10:00 am the Public Works Department received a call regarding water in the roadway at the intersection of Sunset Dr and Arena Ave. Upon arrival, City crews observed water in the intersection puddling. Public Works, California American Water and Monterey One Water were on the scene to attempt to identify the source. Crews tested the water and determined it was wastewater coming through the roadway.

One of the City's 7 pump stations is located at the intersection of Arena Ave and Sunset Dr. This pump station moves wastewater through a pressurized 10-inch cast iron sewer main line up Arena Ave and into the gravity main line on Asilomar Ave. Due to the puddling of water at the intersection and wastewater coming through the roadway, crews quickly anticipated that the force main line had failed.

Knowing that a force main line would not be plugged and that the leak would be stemming from a failed portion of pipe or a failed joint, City crews immediately contacted Monterey Peninsula Engineering (MPE), a civil construction firm that specializes in underground utilities and can respond after standard business hours in the event of an emergency. MPE responded to the site within an hour. MPE, along with City Staff, immediately began to locate the leak and further assess the situation.

City staff also retained the services of Greenline, a pumping and trucking service, to turn off the Pump

Station to alleviate the pressure in the mainline and pump down the sewer vault as wastewater continued to flow into the pump station. Without Greenline pumping wastewater into their trucks and off-hauling the sewer, the pump station would overflow within minutes.

Ultimately, crews determined the leak was the result of a crack in the bottom of a 20-foot section of the force main line beneath the roadway. At 7:00 am on Sunday September 22, the pipe was repaired, and the pump station was turned back on. Crews worked until 2:00 pm on Sunday to backfill the excavation and clean up the site. Ultimately, Public Works, Greenline and MPE crews worked on emergency response efforts from 11:00 am on Saturday, September 21 until 2:00 pm on Sunday, September 22, 2024.

The repair efforts spanned beyond the initial emergency response because the extent of the repair was major. This resulted in the intersection having severe damage that required asphalt rehabilitation. In the following weeks, MPE performed the final elements of work, which consisted of removing and replacing the failed asphalt roadway and rehabilitating the intersection.

In accordance with Pacific Grove Municipal Code (PGMC) Section 2.16.080, Bidding Procedures-Dispensation (a), the City dispensed formal bidding procedures to address the emergency.

In November 2024, the City received the invoice from MPE for the emergency sewer work. The invoice total is $66,378.57. In accordance, with PGMC Section 2.16.080, the City must obtain City Council approval, even when procedures are dispensed, for purchases in excess of the amount for which the purchasing agent is authorized. As a result, staff is recommending the City Council ratify the payment to MPE through a resolution.

Greenline's efforts are mentioned in this report because they were integral in the emergency response efforts, and to illustrate the scale of the response effort. However, their efforts were below the City Manager's spending authority and do not need to be ratified via resolution.

The swift work of City staff, along with Monterey Peninsula Engineering, Greenline and Monterey One Water, adverted what could have been a major environmental hazard. City staff has mapped the force mainline and anticipates requesting funding through the Fiscal Year 2025/26 CIP process to replace the entire force mainline.

OPTIONS

N/A

FINANCIAL IMPACT:

The emergency sewer work will be funded from the Public Works wastewater operations budget, which is derived from the Sewer Enterprise Fund. There is sufficient funding to accommodate this.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

Resolution

RESOLUTION NO. 25-____

AUTHORIZING THE RATIFICATION OF PAYMENT FOR MONTEREY PENINSULA ENGINEERING FOR THE EMERGENCY SANITARY SEWER WORK AT THE INTERSECTION OF SUNSET AND ARENA

FINDINGS

1. The City of Pacific Grove owns and operates the sewer collection system consisting of approximately 58 miles of pipelines, 900 manholes, and seven pump stations.

2. On September 21, 2024, there was an emergency involving the sanitary sewer system at Sunset and Arena due to a failure in the sewer pipe causing a leak in the force main line which required immediate repairs.

3. Per Municipal Code Section 2.16.080 Bidding Procedures-Dispensation when:

   (a) When an emergency requires that an order be placed immediately with the nearest available source of supply.

4. Monterey Peninsula Engineering was contacted by the City to perform the emergency work and responded within one hour.

5. Sufficient funding is available in the FY 2024/25 wastewater operations budget for this expense.

6. This action is categorically exempt as defined under the California Environmental Quality Act (CEQA) under Class 1, Article 19, Section 15301(b). Existing facilities, this states that Class 1 includes maintenance of existing public facilities.

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

1. The Council determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.

2. The Council authorizes ratification of payment to Monterey Peninsula Engineering for the emergency sanitary sewer force main line replacement for an amount of $66,378.57

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

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 15th of January 2025, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____

NICK SMITH, Mayor

ATTEST:

_____

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____

BRIAN PIERIK, City Attorney

Agenda No. 8 A

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicholas Cina, Finance Management Analyst

MEETING DATE: January 15, 2025

SUBJECT: Unaudited summary of Worker's Compensation Financial and Claim Data - First quarter of Fiscal Year 2024-2025.

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 workers' compensation insurance program provides compensation and medical care for employees who become injured during the course of their employment. The City is a member of the California Joint Powers Insurance Authority (CJPIA). The CJPIA provides excess Workers' Compensation coverage above the City's self-insured retention amount of $150,000 per occurrence.

Workers' Compensation provides for: payments in place of wages functioning as a type of disability insurance, compensation for past and future economic loss, reimbursement of medical expenses, and benefits payable to the dependents of workers killed during employment functioning as a form of life insurance.

The City has established a Worker's Compensation Fund to track its funding of outstanding claims, with contributions to this fund made on a cost recovery basis from departments based upon claim trends and number of departmental employees. Staff corresponds and meets with its third-party administrator on a regular basis to evaluate and proactively manage claims.

The Budget and Financial Management Policy previously adopted by Council states that the Workers Compensation Fund shall maintain current assets equal to 67% of total liabilities, or higher, should actuarial analysis conclude an imminent risk to the City for unanticipated losses.

Unaudited summary worker's financial and claim data through the first quarter of Fiscal Year 2024-2025 are shown below:

Line Item	Amount	Analysis
Revenues	$85,937	12% of Budget
Expenses:		
Insurance Claims	$194,318	56% of Budget
Insurance Premiums / Other	$249,514	65% of Budget
Total Expenses	$443,832	60% of Budget
Net Change in Reserves	($357,895)	
Available Cash Reserves	$358,840	81% Coverage of Liabilities
New Claims for Quarter	6	18 new in same quarter of PY (Up 12)
Claims Outstanding	6	18 total in same quarter of PY (Down 12)

Note that the majority of insurance premiums are paid during the first quarter of each fiscal year.

OPTIONS
N/A - Informational only.

FINANCIAL IMPACT:
There is no financial impact. This is informational only.

FOCUSED PRIORITY AREA: Not Applicable.

Agenda No. 8 B

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Joseph Sidor, Contract Planner

MEETING DATE: January 15, 2025

SUBJECT: Housing Element Monthly Status Update

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

RECOMMENDATION

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

DISCUSSION

On December 20, 2023, City Council approved the first amendment to the contract with Rincon Consultants, initiating the preparation of the Housing Element Update (HEU), along with related General Plan Amendments, Zoning Amendments, and Environmental Impact Report (EIR). Subsequently, City Staff and Rincon Consultants continued/commenced work and provided the eleventh monthly progress report update to Council on December 4, 2024. Since then, the following tasks have been undertaken:

- **December 3, 2024:** City staff provided HEU information for the December 6, 2024, City Manager's Report publication.
- **December 4, 2024:** Housing Element team met to discuss release of the 2nd Draft Housing Element for public review on December 9th.
- **December 5, 2024:** Rincon provided the screencheck version of the 2nd Draft Housing Element to City Staff for review.
- **December 6, 2024:** City Staff provided Rincon with comments and edits on the screencheck version of the 2nd Draft Housing Element.
- **December 9, 2024:** Rincon provided the 2nd Draft Housing Element to City Staff for public review.
- **December 9, 2024:** City Staff updated the Housing Element webpage with new information, including the posting of the 2nd Draft Housing Element for public review.
- **December 12, 2024:** The Housing Element Team met to discuss next steps for the Housing Element Update, including submittal of the 2nd Draft Housing Element to HCD, upcoming amendments to the Zoning Code, Land Use, and Health and Safety Elements, as well as the Program Environmental Impact Report (EIR).
- **December 13, 2024:** Rincon provided City Staff with a Buildout Potential Memorandum which summarizes the buildout scenario and methods used to calculate residential and commercial buildout potential in Pacific Grove as part of the Housing Element Update, and General Plan and

Zoning Amendments.

- **December 17, 2024:** City Staff forwarded public comment on the 2nd Draft Housing Element to Rincon and posted the public comment on the Housing Element webpage.
- **December 19, 2024:** The Housing Element Team met to discuss submittal of the 2nd Draft Housing Element to HCD.
- **December 20, 2024:** City Staff provided Rincon with consolidated comments on the EIR Buildout Potential Memorandum.
- **December 20, 2024: T**he 2nd Draft Housing Element was formally submitted to HCD, and City Staff updated the Housing Element webpage with new information.

The Housing Element Team includes City Planning, Housing, and City Manager staff, City legal representation, and Rincon/subconsultant staff.

Staff will provide a monthly status update to the Council throughout the process, leading to an adopted and certified Housing Element.

For more information, please visit the Housing Element Webpage: www.cityofpacificgrove.org/HousingElement

OPTIONS

N/A - This is information only.

FINANCIAL IMPACT:

There is no fiscal impact associated with receiving this report.

FOCUSED PRIORITY AREA: Affordable Housing

Agenda No. 8 C

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nicholas Cina, Finance Management Analyst

MEETING DATE: January 15, 2025

SUBJECT: Check Register for December 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. 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 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 December 2024. The monthly total is provided on the last page of the report.

OPTIONS

N/A - This is informational only.

FINANCIAL IMPACT:

There is no fiscal impact. This is informational only.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Check Register by Fund
Check Register Detailed

Check Register Report - Summary by Fund - December 2024

Fund	Amount
01 - General Fund Total	$1,867,698.44
07 - Library Bldg & Equip Fund Total	580.07
08 - Museum Improvement Fund Total	25,041.00
15 - Housing Fund Total	1,833.33
17 - Local Streets And Roads Total	263,881.50
18 - Gas Tax Fund Total	16,359.03
20 - Rstp-(Tamc) Total	5,895.50
24 - Stillwell Children'S Pool Total	142.24
27 - Lighthouse Maint.& Impv. Total	5,161.24
34 - Cdbg Grant Fund Total	1,599.66
40 - Poetry Promotion Fund Total	951.62
42 - Pub Safety Aug Fund Total	115,664.00
43 - Slesf Fund Total	2,135.37
46 - Strong Disbursement Fund Total	8,233.00
63 - Capital Improv Proj Fund Total	114,272.79
70 - Emp Benefit Fund Total	23,316.50
71 - Workers Comp Fund Total	32,274.50
72 - Liability Ins Fund Total	666.67
74 - Local Water Project Total	37,396.82
75 - Cemetery Fund Total	9,350.85
76 - Sewer Fund Total	121,920.84
77 - Golf Fund Total	18,761.23
84 - American Rescue Plan-Arpa Total	556,513.81
Grand Total	$3,229,650.01

Check Register Report - Detailed View - December 2024

Fund	Check Date	Name	Description	Amount
01 - General Fund	12/03/24	Transamerica Employ	Nov 2024	$349.26
		Vision Service Plan	Dec 2024	35.95
		Aflac	Nov 2024 Premium	2,069.75
		Eft	10/18/2024 Suppleme	21.85
		State Disability Ta	10/18/24 Supplement	2.78
	12/06/24	4Leaf	Building Dept Servi	106,698.54
		A To Z Databases	Lib Subscription	690.00
		Alhambra & Sierra S	Fd Bottle Water Svc	154.73
		Amazon Capital Serv	Rec Program Supplie	4,143.25
		American Lock & Key	Pd Keys Unit Pe2	13.11
		Peninsula Exterior	Ch Exterior Cleanin	1,860.00
		At&T Calnet 3	Ch Generator Alarm	31.17
		Ava Homa	Rfnd Cancelled Clas	10.00
		Baker & Taylor Comp	Books & Materials	2,375.20
		Bob Murray & Associ	Pd Recruitment	11,092.25
		Boot Barn Inc	D Moya Safety Boots	147.46
		Bureau Veritas Tech	City Facility Condi	1,521.94
		C.C.O.I. Gate & Fen	Pw Yard Gate Repair	180.00
		Ca Dept Of Justice	Background Checks	1,108.00
		Catacutan Consultin	Interim Admin Servi	21,440.00
		Cengage Learning/Ga	Lib Books & Materia	152.05
		Chomp	Pd Hospital Service	54.00
		Creative Services O	Pd Jr Officer Stick	508.95
		Cynthia Hernandez	Rfnd Damage Deposit	206.00
		D. Cooper Roofing I	Rfnd Permit Fees	115.00
		Salinas Valley Tire	Street Tire Repair	407.72
		Demco	Library Supplies	335.76
		Drought Resistant N	Lighthouse Plants	94.65
		Esri, Inc.	Esri - Gis Software	10,210.00
		Ewing Irrigation Pr	Perkin Prk Irrigati	773.12
		Forest Hill Ace Har	Street Supplies	286.66
		Gachina Landscape M	Gopher/Mole Nov Svc	641.00
		Gardaworld	December Services	93.70
		Gemma Peterson	Contractor Pmt Yoga	313.60
		Gogov, Inc.	Online Permitting S	8,568.00
		Heihachiro Takarabe	Contractor Pmt Taic	105.00
		Home Depot Credit S	4374878 Mech Stock	331.07
		Iacp	Pd Iacp Membership	525.00
		Ips Group, Inc	Meter Fees Fy25	1,424.23
		Jd Repairs Inc	Fd Repairs Unit 641	707.13
		Jonina Meyers	Rfnd Cancelled Clas	10.00
		Kimball Midwest	Mech Stock	885.74
		Liebert Cassidy Whi	Legal Services	391.50
		Michael Isekichi Mi	Pd Reimb Patrol Boo	197.65
		Midwest Tape	Lib Books & Materia	200.08
		Mission Linen Suppl	Fd Linen Cleaning F	320.40
		Mission Uniform Ser	Linen & Uniform Cle	1,482.92
		Monterey Bay Pest C	Fy25 Pest Control S	175.00
		Monterey County Wee	Pd Salary 2Nd Ord R	130.50
		Monterey Tire Servi	Street Repair Unit	381.72
		City Of Monterey	Fy25 Fire Svcs Dec	272,759.00
		Mp Express	Pd Dept Envelopes	420.50
		Neill Engineers Cor	Fy25 Cip Engineerin	2,854.00
		Nielsen Merksamer	Legal Services	1,728.00
		Noland, Hamerly, Et	Enayati Cases #21Cv	471.25
		Odp Business Soluti	Cdd Office Supplies	536.60
		O'Reilly Auto Enter	Mech Stock	1,670.51
		Pacific Gas & Elect	Rec 0956-9	6,313.47
		Patricia Nofziger	Rfnd Cancellled Cla	10.00
		People Information	Gis Software - Aws	7,200.00
		Psts	Grease Trap Chautqu	735.00

Check Register Report - Detailed View - December 2024

Fund	Check Date	Name	Description	Amount
		Rental Depot Monter	B&G Tiller Rental	$70.00
		Ronald Barber	Rfnd Damage Deposit	206.00
		Russell Auria Pest	Tree Feeding Forest	5,250.00
		Sue Sokolsky	Rfnd Cancelled Clas	20.00
		The Emblem Authorit	Pd Uniform Patches	1,060.00
		Trucksis Enterprise	Flagpole Repair	300.00
		Verizon Business	Port Access	1,417.20
		Verizon Business	Pw Phones	3,042.56
		Vestis Services, Ll	Linen Services Fy 2	350.66
		Roxane J Viray	Retrmnt Benefits No	150.00
		Watsonville Chrysle	Pd Repairs Unit 7	187.89
		Cape Romain Solutio	Watchguard Software	33,820.15
	12/13/24	Calif Law Enforcmen	Ded:3200 Ltd Pd	640.00
		Calpers Health	Ded:122 Health	60,803.77
		Pg Payroll Withholdings	Ded:3301 Aflac Med	1,651.83
		Eft	Ded:*Ft Federal Tx	98,318.12
		Pacific Grove City	Ded:7000 Assoc Dues	761.25
		Mass Mutual (457 Pl	Ded:4000 Def Comp	13,597.60
		Mtry County Dept Of	Ded:0023 Garnish	396.92
		Pacific Grove Manag	Ded:7203 Assoc Dues	50.00
		Pg Payroll Withholdings	Ded:1003 Work Comp	13,557.32
		Pg Payroll Withholdings	Ded:7510 Pers Reimb	39.23
		Pg Payroll Withholdings	Ded:2103 Dental Fam	3,487.81
		Pg Payroll Withholdings	Ded:0005 Suta	153.97
		Pers	Ded:0020 Pers Er M3	81,742.52
		Police Officers Ass	Ded:7205 Assoc Dues	946.26
		Legal Shield	Ded:6100 Legal Svc	31.75
		State Disability Ta	Ded:0026 Sdi	4,505.38
		Standard Insurance	Ded:3500 Life Ins	1,464.75
		Union Bank Of Calif	Ded:4005 Pars-457	658.05
	12/16/24	Us Bank	Underpmt Past Due	22,911.01
	12/13/24	Pers	Ppe11/23/24 Supplem	39.45
	12/27/24	Aflac	Ded:5201 Aflac P/T	2,058.02
		Calpers Health	Ded:122 Health	57,462.13
		Pg Payroll Withholdings	Ded:3301 Aflac Med	1,470.08
		Eft	Ded:*Ft Federal Tx	83,487.75
		Pacific Grove City	Ded:7000 Assoc Dues	735.00
		Mass Mutual (457 Pl	Ded:4000 Def Comp	13,301.44
		Mtry County Dept Of	Ded:0023 Garnish	396.92
		Pacific Grove Manag	Ded:7203 Assoc Dues	45.00
		Pg Payroll Withholdings	Ded:1003 Work Comp	10,828.16
		Pg Payroll Withholdings	Ded:7510 Pers Reimb	39.23
		Pg Payroll Withholdings	Ded:2103 Dental Fam	3,324.89
		Pg Payroll Withholdings	Ded:0005 Suta	134.83
		Pers	Ded:0020 Pers Er M3	76,900.01
		Police Officers Ass	Ded:7205 Assoc Dues	868.23
		State Disability Ta	Ded:0026 Sdi	3,852.94
		Transamerica Employ	Ded:5202 Transameri	311.82
		Union Bank Of Calif	Ded:4005 Pars-457	660.04
		Vision Service Plan	Ded:2502 Vision	665.16
	12/20/24	Alena Rachelle Wagr	Pmt Rec Programs	1,113.70
		Alhambra & Sierra S	Rec Bottled Water	83.89
		Amazon Capital Serv	Rec Supplies	3,189.56
		American Lock & Key	Pt Pinos Grill Lock	246.66
		American Red Cross	Rec Staff Training	266.00
		American Supply Com	B&G Janitor Supplie	6,226.71
		At&T	Lhse Internet 1267	112.35
		At&T Calnet 3	Admin Internet 3242	3,455.41
		Axon Enterprise, In	Pd Maint Body Cams	338.24
		Baker & Taylor Comp	Books & Materials	1,217.58
		Brian Duenas-Morale	Pd Training Per Die	138.00

Check Register Report - Detailed View - December 2024

Fund	Check Date	Name	Description	Amount
		Burke, Williams & S	City Attorney Servi	$148,184.15
		Catacutan Consultin	Interim Admin Servi	6,240.00
		Cengage Learning/Ga	Lib Books & Materia	128.68
		Centralsquare Techn	Finance Software No	4,962.96
		Code Publishing, In	Council Web Update	171.50
		Comcast	Ch Internet 0085844	264.21
		Dianne Lyle	Pmt Rec Classes	1,041.95
		Donald Morgan	Rfnd Damage Deposit	206.00
		Dority Roofing, Inc	Rfnd Bldg Permit	569.50
		Engineered Fire Sys	Nov Plan Review	687.50
		Escarraga'S Luxury	Lighthouse Cleaning	480.00
		Facilitron, Inc	Permit Fees Pgusd	4,215.00
		At&T Mobility	Pd Dept Cell Phones	1,915.46
		Gachina Landscape M	Fy25 Park Mowing De	1,339.00
		Gardaworld	Nov Excess Fees	54.86
		Geographic Technolo	Gis Support Service	748.50
		George Wilson'S Plu	Museum Gas Line Rep	2,100.00
		Giselle Acevedo	Reimb Safety Boots	185.51
		Grove Market	Program Supplies	30.57
		Harris & Associates	Contract Planning S	20,991.25
		Hayward Lumber Comp	B&G Supplies	3,311.42
		Heihachiro Takarabe	Pmt For Tai Chi Cla	28.00
		Hinderliter, De Lla	Sales Tax, Biz Lic	1,142.41
		Pacific Smog	B&G Smog	294.50
		Jd Repairs Inc	Fd Repair Unit 6414	394.41
		Kimball Midwest	Mech Stock	346.37
		Secure Solutions	Pd Background Cks	6,179.04
		Matrix Consulting G	Fee Study & Cost Al	10,650.00
		Midwest Tape	Lib Books & Materia	24.57
		Mity-Lite, Inc.	Rec Facility Suppli	1,137.82
		Monterey Bay Pest C	Fy25 Pest Control S	670.00
		Monterey Bay Treewo	Arborist Services F	2,900.00
		Monterey One Water	B&G 04-000930 & 004	6,684.40
		Monterey Tire Servi	Street Repair Unit	381.72
		Morrill & Forbes	Grill Chimney Inspe	235.00
		Gaiaca West Revital	Pd Evidence Destroy	3,282.00
		Quadient Finance Us	Postage Finance Chg	10.03
		Odp Business Soluti	Fin Office Supplies	545.79
		Overdrive, Inc.	Lib Books & Materia	17.94
		Pacific Grove Hardw	Streets Supplies	3,164.70
		Pacific West Water	Pd Water Service	609.44
		Pure Water	Streets Water Svc	115.80
		Quinn Company	B&G Generator Repai	2,499.87
		Ready Refresh	Pd Water Service	212.93
		Regional Government	Payroll Advisory Se	2,826.25
		Richard Whitney	Holiday Decorations	1,712.92
		Rincon Consultants,	Rincon - Housing El	50,801.75
		Romarco Properties	Rfnd Bal Eir Funds	36,521.98
		Safety-Kleen System	Streets Oil Collect	878.25
		Sentry Alarm System	Cem 5Yr Inspection	2,600.00
		Spca Of Monterey Co	Nov Animal Shelter	3,185.00
		Staphany Arriola	Csusm Travel Rent C	289.20
		State Water Resourc	Ch Permit Fees 24/2	3,945.00
		Summit Uniforms	Pd Uniform Delfino	194.69
		Tope'S Tree Service	Contract Tree Servi	17,270.00
		Toro Petroleum Corp	Fd Diesel	1,738.12
		Tracnet Corporation	Rms Membership Main	9,500.00
		Transunion Risk And	Tlo 4170441	75.00
		V & V Manufacturing	Pd Badges	220.69
		Vestis Services, Ll	Linen Services Fy 2	532.85
		Watsonville Ford	B&G Repair Unit 56	142.90

Check Register Report - Detailed View - December 2024

Fund	Check Date	Name	Description	Amount
		Swift Car Wash	Pd Car Washes Jan	$260.00
		California American	1051 Oceanview Irrg	18,909.52
		Pacific Gas & Elect	Public Library	16,738.82
	12/26/24	Pers	Dec 2024 Ual	351,013.58
	12/27/24	Eft	Ded:*Ft Federal Tx	2,723.97
		Eft	Ded:*Fm Medicare	7.74
	12/31/24	Aflac	Cover Dec 2024	2,008.02
		Transamerica Employ	Cover Dec 2024	311.82
		Vision Service Plan	Cover Jan 2025	676.73
		Eft	Ded:*Fm Medicare	25.96
07 - Library Bldg & Equip Fund	12/06/24	Crozier Studios	Lib Local History	15.00
		Elizabeth Mcgurrin	Lib Local History	100.00
		Jerry Takigawa Desi	Lib Local History	465.07
08 - Museum Improvement Fund	12/16/24	Day Electric Inc.	Pg Museum Generator	25,041.00
15 - Housing Fund	12/26/24	Pers	Dec 2024 Ual	1,833.33
17 - Local Streets And Roads	12/20/24	Monterey Peninsula	Fy23/24 Street Reha	263,881.50
18 - Gas Tax Fund	12/06/24	4Leaf	Fy24/25 On-Call Tra	2,280.50
		Bear Electrical Sol	Traffic Signal Main	555.00
		Pacific Gas & Elect	Pw 4482-4	8,950.21
	12/20/24	Dave'S Repair Servi	Fuel System Repairs	302.87
		Fluidsecure	Annual Renewal	1,481.43
		California American	St Fund 50%	255.80
		Pacific Gas & Elect	Forest Av & Sunset	199.89
	12/26/24	Pers	Dec 2024 Ual	2,333.33
20 - Rstp-(Tamc)	12/06/24	Ghd Inc.	Cedar, Sunset, Cong	5,895.50
24 - Stillwell Children'S Pool	12/20/24	American Supply Com	Pool Chlorine	142.24
27 - Lighthouse Maint.& Impv.	12/06/24	At&T Calnet 3	Lighthouse Phone	30.65
	12/20/24	Bear Electrical Sol	Lib Elec Repairs	3,810.00
		Monterey One Water	Lighthse 007041	118.08
		Pacific Blue Tile,	Lighthouse Merch	948.50
		Pacific Grove Hardw	Lighthouse Supplies	93.37
		California American	90 Asilomar	113.37
		Pacific Gas & Elect	Asilomar Blvd Pg Lh	47.27
34 - Cdbg Grant Fund	12/06/24	The Monterey County	Ph Bid Invite Hrlp	1,599.66
40 - Poetry Promotion Fund	12/06/24	Crozier Studios	Lib Poetry Promotio	15.00
	12/06/24	Elizabeth Mcgurrin	Lib Poetry Promotio	100.00
		Jerry Takigawa Desi	Lib Poetry Promotio	465.06
	12/20/24	George Lober	Lib Poetry Promotio	100.00
		Kenneth Weisner	Lib Poetry Promotio	100.00
		Monterey One Water	Lib/Poetry 001013	171.56
42 - Pub Safety Aug Fund	12/06/24	Monterey County Eme	Fy24/25 Emergency D	115,664.00
43 - Slesf Fund	12/20/24	Enterprise Fm Trust	Fy24/25 Leased Vehi	2,135.37
63 - Capital Improv Proj Fund	12/06/24	Neill Engineers Cor	Fy25 Cip Engineerin	40,653.00
	12/20/24	Park Planet	Gwp Park Equip - Ci	81,852.79
70 - Emp Benefit Fund	12/03/24	Calpers Health	Dec24 Ret & Changes	8,383.11
	12/06/24	Nicholas Smith	Reimb Overpmt Healt	186.95
	12/20/24	Healthequity, Inc.	Employee Usage Hcfs	60.00
		Pars	Ars Pars Fee Oct	366.63
	12/31/24	Standard Insurance	Dec 2024 Premiums	6,973.49
		Standard Insurance	Dec 2024 Dental	7,346.32
71 - Workers Comp Fund	12/20/24	Ca Dept Of Industri	Work Comp Insur 24/	31,524.50
72 - Liability Ins Fund	12/26/24	Pers	Dec 2024 Ual	1,416.67
74 - Local Water Project	12/06/24	Pacific Gas & Elect	Lwp 0792-1	7,853.03
	12/20/24	Monterey One Water	Lwp 007087	15,333.69
		State Water Resourc	Lwp Permit Fee 24/2	13,178.00
		California American	1313 Ocean View Blv	1,032.10
75 - Cemetery Fund	12/06/24	Ewing Irrigation Pr	Cemetery Supplies	361.14
		Forest Hill Ace Har	Cemetery Tool	29.49
		Home Depot Credit S	4273552 Mech Stock	93.74
		Kimball Midwest	Cemetery Stock	1,009.24
		Llorin-Velasquez Co	Fy24/25 Cemetery Ma	2,650.00

Check Register Report - Detailed View - December 2024

Fund	Check Date	Name	Description	Amount
		Mission Uniform Ser	Linen & Uniform Cle	$417.80
	12/20/24	Amazon Capital Serv	Cem Safety Equip	142.61
		Hayward Lumber Comp	Cemetery Supplies	131.77
		Pacific Grove Hardw	Cemetery Supplies	28.11
		Turf Star Inc.	Cem Repair Unit 72	334.71
		California American	1254 Delmontecem70%	285.65
		Pacific Gas & Elect	Cemetery	116.59
	12/26/24	Pers	Dec 2024 Ual	3,750.00
76 - Sewer Fund	12/06/24	State Water Resourc	Annual Permit Fee	10,920.00
		Mission Uniform Ser	Linen & Uniform Cle	417.80
		Pacific Gas & Elect	Pw Sewer 4175-4	21.17
		Wallace Group	Ssmp Annual Audit	9,100.00
	12/20/24	Don Chapin Co., Inc	Sewer Line Maintena	17,883.98
		Monterey Peninsula	2024- Emergency Sew	66,378.57
		Neill Engineers Cor	Admin Engineering S	1,000.00
		Pacific Gas & Elect	Sewer 5126-5	1,162.59
		Pacific Grove Hardw	Sewer Supplies	64.64
		Pure Water	Sewer Water Svc	28.95
		Safety-Kleen System	Streets Oil Collect	978.78
		California American	1273 Crespi Pond 50	145.27
		Pacific Gas & Elect	Pump Sunset Arena	2,069.09
	12/26/24	Pers	Dec 2024 Ual	11,750.00
77 - Golf Fund	12/20/24	Wilson'S Plumbing &	Cip25-08 - Golf Cou	16,850.00
		California American	77 Asilomar Golf Hs	1,808.87
		Pacific Gas & Elect	1313 Ocean View Blv	102.36
84 - American Rescue Plan-Arpa	12/20/24	Jms Cement Contract	David Avenue Sidewa	531,665.00
		Park Planet	Gwp Park Equip - Ci	24,848.81
				$3,229,650.01

Agenda No. 9 A

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:	January 15, 2025
SUBJECT:	Waive Lighthouse Entrance Fees - Point Pinos Lighthouse 170th Birthday Celebration
CEQA:	Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Waive Lighthouse entrance fees on February 1, 2025, the Point Pinos Lighthouse's 170th Birthday.

DISCUSSION
Since February 1, 1855, the Point Pinos Lighthouse's beacon has flashed nightly as a guide and warning to ships off the rocky California coast. The Point Pinos Lighthouse is the oldest, continuously operational lighthouse on the West Coast. In honor of it's 170th anniversary, the City will be hosting a birthday extravaganza on February 1, 2025, from 10 am – 4 pm.

This event is a community celebration, highlighting the beloved and historic Lighthouse, and commemorating its history and continued significance to our coastal town.

The dedicated lighthouse team comprised of in-house staff and volunteer docents have been working diligently on planning this wonderful community event.

The event will include:
- Tours of the Lighthouse interior
- Commemorative 170th Birthday Pin giveaway
- Games & Small Prizes
- Activities
- "Lighthouse Lore Talks" by our knowledgeable docents on a variety of subjects
- Music, and
- A ceremonial cake cutting

The City will also be working with Crema to provide food and non-alcoholic beverages on site for purchase.

In accordance with the City's Fee Schedule, admission fees are charged for entrance into the Lighthouse; admission to the grounds is free. Current admission fees are noted below.
- $7 for ages 18 and over

- $3 for ages 3-17, and Free for children under 7

At a recent City Council meeting during Public Comment, the Docents requested the City Council waive Lighthouse entrance fees on February 1, 2025, in honor and to support the Lighthouse's birthday festivities. At the request of the Mayor, this item is being brought forward for consideration by the Council.

Once a determination is made on the admission fees, the City will begin publicly advertising the birthday event.

OPTIONS

1. Do not waive fees
2. Waive fees

FINANCIAL IMPACT:

If approved, admission to the interior of the Lighthouse will be free, resulting in the City forgoing the previously mentioned admission fees on this day.

Although visitation numbers can be challenging to estimate, February 2023 data was used as the basis for projecting the fiscal impact of waiving admission fees. On average, Saturdays in February 2023 saw approximately 99 paid visitors (88 adults and 11 children) at the lighthouse. Based on these figures, the estimated revenue loss from waiving admission fees would be approximately $649.

Revenue will be generated through donations and gift shop sales.

This community event aims to broaden the Lighthouse's audience while providing an opportunity for the public to reconnect with its history, significance, and ongoing restoration and volunteer efforts.

FOCUSED PRIORITY AREA: Not Applicable.

Agenda No. 9 B

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: January 15, 2025

SUBJECT: Sanitary Sewer Root Control Agreement

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

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RECOMMENDATION

Authorize an agreement with Pacific Sewer Maintenance for Root Control of Various Sanitary Sewer Lines in an amount not to exceed $105,370 plus a15% contingency per fiscal year, with two (2) extension options, each for an additional year, by mutual letter signed by the mayor.

DISCUSSION

Root intrusion is a significant contributor to sewer line clogging, which can result in sanitary sewer overflows. The nature of the City's landscape, numerous trees and easements as well as an abundance of grasses and shrubs, leaves the City vulnerable to root intrusion into the sanitary sewer lines, especially in times of drought and low rainfall.

Root control treatment of sanitary sewer lines is a cost-effective method to help prevent backups and sewer line spills.

A Request for Proposals (RFP) for chemical root control of various sanitary sewer lines was issued on October 8, 2024. In the RFP, the City identified specific sewer mainlines to be treated at a cost per linear foot. Of the City's 59 miles of sewer main lines, approximately 64,250 feet will be treated. This includes lines identified by the City's sewer cleaning services contractor as having significant root intrusion, as well as easement lines and other hard-to-access areas.

On November 6, 2024, the RFP period closed. Two proposals were received:

Company	Cost Per Linear Foot	Total Cost
Pacific Sewer Maintenance	$1.64	$105,370
Root Tamers	$1.69	$108,582.50

The City has qualified Pacific Sewer Maintenance as the lowest responsible bidder. Pacific Sewer Maintenance has over 30 years of experience with sewer Maintenace that centers around application of chemical sewer root control. They have successfully performed services for the City of Los Angeles, City of Redding, and City of Chico and are qualified to provide the requested services to the City of Pacific Grove.

In order to operate chemical root control, local municipalities must meet the parameters set forth in the Monterey One Water's Chemical Root Control Checklist (Attachment 1). Pacific Sewer Maintenance and City Staff have reviewed the checklist and can confirm continued compliance with all Monterey One Water's requirements.

If approved, the standard agreement template approved by the California Joint Powers Insurance Authority (CJPIA) and the City Attorney's Office will be harnessed. Annual extensions will be routed to the Mayor for approval.

OPTIONS

1. Enter into an agreement.
2. Do not enter into an agreement. Failure to not properly maintain sanitary sewer lines could result in sanitary sewer overflows.

FINANCIAL IMPACT:

Funds have been allocated for this service in the Fiscal Year 24/25 Sewer Enterprise Fund budget, Fund 76.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Monterey One Water Checklist

MEMBER ENTITY ROOT CONTROL CHEMICAL INFORMATIONAL BULLETIN

Roots are a leading cause of wastewater collection system (WCS) blockages which can result in sanitary sewer overflows and costly structural damages. Early, preventive root control can help avoid these instances and may sometimes include the introduction of chemicals to the WCS. The Monterey Regional Water Pollution Control Agency (MRWPCA) is responsible for safely receiving and treating wastewaters that derive from you, our member entities. As the downstream receiver of these waters, the MRWPCA is requesting your assistance in addressing some concerns:

- The use of certain root control chemicals may interfere with, or otherwise impact, the biological treatment processes at the Regional Treatment Plant (RTP).
- High concentrations of root control chemicals in RTP effluent or biosolids may trigger costly permit violation fines.
- The health and safety of staff entering the wastewater collection system during application may be compromised.
- Sampling events may be adversely affected by the addition of root control chemicals.

By adhering to the following guidelines, member entities can ensure that the benefits of chemical root control are realized without the above adverse impacts.

- To protect the RTP and MRWPCA employees, root control applicators and member entities should provide advanced notification, ten business days, to the MRWPCA of any planned chemical root control addition to the WCS. Notification should include safety data sheets (SDS), dates, locations and volumes of active ingredient to be used.
- The applicator should be aware of the Federal, State and local rules which apply, and should closely adhere to the instructions provided on the pesticide label. Refer to the attached example application checklist which details basic compliance responsibilities.
- Prior to choosing a root control chemical, municipalities should confirm its registration with the US EPA and State of California Department of Pesticide Regulation for use as a root control chemical. For example, copper compounds are widely used for root control purposes, however, are not registered for such uses in the State of California due to their interference with the wastewater treatment process.

The MRWPCA thanks you in advance for your ongoing assistance in addressing these potential hazards. Should you have any questions, comments or concerns please contact us at **(831) 883-1118**.

ROOT CONTROL CHEMICAL APPLICATION CHECKLIST

This checklist should be reviewed before applying any root control chemical to the wastewater collection system (WCS).

☐ Have you confirmed the chemical's status and registration with the US Environmental Protection Agency and the State of California Department of Pesticide Regulation?

☐ Have you thoroughly read, and do you understand, the pesticide label?

☐ Have you thoroughly read, and do you understand, the Federal, State, and local rules that apply to the use of this chemical?

☐ Have you provided the MRWPCA with copies of the chemical safety data sheet (SDS) and pesticide label?

☐ Have you notified the MRWPCA operations department of the dates, times, locations, and amounts of active ingredients to be introduced to the WCS?

☐ Do you know the distances between buildings and the sewer line being treated, and the depths of the sewer lines compared to the drains in buildings connected to these lines?

☐ Do you know the condition of the lines you intend to treat (obstructions, collapses, leaks, broken or empty traps)?

☐ Are there drains without traps that would allow easy emergence of foam?

☐ Are product labels and SDS available onsite for quick reference?

☐ Does the site have all necessary equipment for proper traffic control and safely opening manholes?

☐ Are you equipped with personal protective equipment (PPE) conforming to OSHA standards, including those required for confined space entry?

Agenda No. 9 C

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:	January 15, 2025
SUBJECT:	Contract Amendment for Professional Services with Municipal Resource Group, LLC (MRG)
CEQA:	Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Approve Amendment #1 to a Professional Services Agreement with Municipal Resource Group, LLC (MRG), increasing the current contract by $10,400 for a total not to exceed amount of $50,173.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

In late 2024, the City entered an agreement with MRG to conduct a comprehensive City-wide organizational and staffing level assessment. The scope of work included an initial city-wide organizational diagnostic followed by a deeper organizational and staffing level assessment of the Public Works Department. These two efforts would be Phase 1 and Phase 2 of a multi-phase approach to assessing the entire organization. The primary purpose of the initial city-wide organizational diagnostic is to identify gaps in service and operational challenges at the department level so that future organizational and staffing level assessments for each City department can be prioritized. The City prioritized the Public Works Department as the first department to undergo the organizational and staffing level assessment. The purpose of the organizational and staffing level assessment for the Public Works Department is to provide the City with a snapshot of observations and recommendations regarding the department staffing needs, organizational structure, resource allocations, and service delivery models. This complete scope of work and deliverables can be found in Attachment 1.

Phase 1 and 2 of the work will be completed soon and the City Council will receive a presentation on the recommendations in the near future.

The Community Development Department was identified as the next department for a phase 2 assessment. This department has high service demands and shares services with the Public Works Department in many service deliveries. Completing this assessment now will cost an additional $10,400, resulting in a total contract cost of $50,173. This can be funded through existing budget allocation.

OPTIONS

Provide alternative direction to the City Manager.

FINANCIAL IMPACT:

The City Manager previously entered a professional services agreement for up to $39,773, with MRG to conduct a city-wide organizational diagnostic followed by a deeper organizational and staffing level assessment of the Public Works Department. This action will increase the contract in an amount of $10,400. No additional general fund appropriation is required.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

MRG Professional Services Agreement

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CITY OF PACIFIC GROVE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICE AGREEMENT ("PSA") FOR NON-CONSTRUCTION PROJECTS ("Agreement"), is made and effective as of November 7, 2024, between the City of Pacific Grove ("City"), a municipal corporation and Municipal Resource Group, LLC (MRG) a limited liability company ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   This Agreement shall commence on November 7, 2024, and shall remain and continue in effect until the tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

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

3. PERFORMANCE

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

4. CITY MANAGEMENT

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

5. PAYMENT

   a. The City agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the Payment Schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above

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tasks. This amount shall not exceed Thirty-Nine Thousand Seventy Hundred Seventy Three dollars ($39,773.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

b. The City Manager's contract authority is limited to $39,999.99, which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

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.

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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,

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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

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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

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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:

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To City:	Matt Mogensen, City Manager City of Pacific Grove 300 Forest Avenue Pacific Grove, CA 93950 Attention: City Clerk
To CONSULTANT:	Andi Stanley, Business Manager MRG, LLC 8788 Elk Grove Blvd., Suite L Elk Grove, CA 95624

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.

CONSULTANT shall provide City fourteen (14) days' notice prior to the departure of Rick Otto and/or Cathy Capriola from CONSULTANT's employ. Should Rick Otto and/or Cathy Capriola leave CONSULTANT's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual Services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between City and the CONSULTANT. Before retaining or contracting with any sub-consultant for any Services under this Agreement, CONSULTANT shall provide City with the identity of the proposed sub-consultant, a copy of the proposed written contract between CONSULTANT and such sub-consultant, which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from City for such insurance.

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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

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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

By: Signed by: Matt Mogensen 80923D1285AA4B5...

Matt Mogensen, City Manager

Date: 11/20/2024

CONSULTANT

By: DocuSigned by: Mary Egan 392A99F14677436...

Mary Egan, CEO

Date: 11/6/2024

By: Signed by: Fred Marsh 73C9E1F7DA66479...

Fred Marsh, Administrative Services Department

Date: 11/20/2024

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

City Attorney

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EXHIBIT A & B

Consultant Proposal Containing Detailed Scope of Work and Payment Schedule

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October 23, 2024

Matthew Mogensen
City Manager
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Dear Mr. Mogensen:

Municipal Resource Group LLC (MRG) is pleased to submit this proposal to the City of Pacific Grove to provide a City-wide Organizational Diagnostic and an Organizational and Staffing Assessment of the Public Works Department. MRG Consultant Rick Otto has prepared a scope of work for your review.

MRG has built our practice around assisting clients in identifying core issues impacting performance and organizational health and developing effective strategies for removing these barriers. We consider these engagements an opportunity to work with staff to help them grow and develop, as well as provide staff with practical tools to continue building healthy and effective working relationships. We are "no surprises" consultants, and we work with leadership to define a path for redesign and to achieve desired realistic outcomes.

Out team has provided similar assessment services to client agencies including the cities of Clayton, Orinda, Buena Park, and Cupertino.

Sincerely,

Mary Egan

Mary Egan, CEO
MRG, LLC
916-261-7547
egan@solutions-mrg.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2024

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Shannon Campos
PHONE (A/C, No, Ext): 714-824-3910 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company	11000
INSURER B : Underwriters at Lloyd's, London	32727
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : At-Bay Specialty Insurance Company	19607
INSURER E :	
INSURER F :	

INSURED
Municipal Resource Group, LLC (MRG)
PO BOX 561
Wilton CA 95693

MUNIRES-01

COVERAGES **CERTIFICATE NUMBER:** 245889857 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	Y	57SBAUZ2244	2/2/2024	2/2/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	57SBAUZ2244	2/2/2024	2/2/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WECAB10L8	2/1/2024	2/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B D	Professional Liability Cyber Liability			MPL505106424 AB661825003	2/5/2024 2/5/2024	2/5/2025 2/5/2025	Per Claim Aggregate Limit Per Claim/$2,000,000	$2,000,000 $2,000,000 Agg Lmt/$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Professional services includes Management consulting and strategic planning services, and workplace investigations. An Insured extends to a natural person performing services or duties within the scope of their written agreement with an Insured Entity and for whom the Insured Entity is legally liable, but only while acting within the scope of such person's duties performed on behalf of the Insured Entity.
RE: All Operations of the Named Insured.
City of Pacific Grove and its officers, employees, agents and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).
See Attached...

CERTIFICATE HOLDER

City of Pacific Grove
300 Forest Avenue
Pacific Grove CA 93950

CANCELLATION 30 Day Notice of Cancellation

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MUNIRES-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners Design Professionals Insurance Services, LLC	**NAMED INSURED** Municipal Resource Group, LLC (MRG) PO BOX 561 Wilton CA 95693
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

SEVERABILITY OF INTERESTS
Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or suit is brought.

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Policy #: 57SBAUZ2244

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

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(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an "auto".

(2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

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or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service.

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QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
A. COVERAGES	**1**
Business Liability	**1**
Medical Expenses	**2**
Coverage Extension - Supplementary Payments	**2**
B. EXCLUSIONS	**3**
C. WHO IS AN INSURED	**10**
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E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	**15**
1. Bankruptcy	**15**
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	**15**
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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

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b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

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(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured
To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

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

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

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

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

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

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

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

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

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

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

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

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a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

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b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WECAB10L8 **Endorsement Number:**
Effective Date: 02/01/2024 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Municipal Resource Group, LLC (MRG)
PO BOX 561
Wilton, CA 95693

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

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

Form WC 04 03 06 (1) Printed in U.S.A.

Policy Expiration Date: 02/01/2025

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INTRODUCING MRG

MRG was founded in 2009 by highly skilled and broadly experienced professionals. MRG has a team of professionals who work to address challenges for both public and private sector clients. Our 70 consultants have extensive experience in all aspects of Organizational Assessment & Development, Human Resources, including staffing and effectiveness analyses. Our team is experienced in working with elected officials, agency executives, managers, and staff.

Municipal Resource Group, LLC is an experienced, full-service consulting firm dedicated to assisting public sector agencies in attaining their strategic goals. MRG's consulting work focuses on the five practice areas listed below.

1 Governance, Evaluations, Strategic Planning
- Goal Setting
- Strategic Planning
- Executive Evaluations
- Governance Protocols & Manuals

2 Human Resource Services
- HR-On-Demand
- Classification / Comp
- Labor Relations
- Recruitments
- Performance Improvement

3 Investigations, Mediation, Conflict Resolution
- Workplace investigations
- Harassment
- Conflict resolution & mediation
- Government Ethics

4 Organizational Assessments & Development
- Organizational Assessments & Audits
- Employer of Choice
- Financial Management
- City Clerk Practice
- Project Management

5 Coaching, Leadership & Team Development
- Executive Coaching
- Manager & Supervisor Training
- Coaching for Promoted
- Retreats
- Team Building
- Performance Coaching

MRG's Consulting Philosophy

As a consulting firm, MRG brings talented consultants to assignments to meet clients' needs. MRG differentiates its work based on the following four principles.

Trusted Advisors

MRG prides itself on building long-term relationships with clients who turn to MRG for guidance and expertise. We work as "trusted advisors," working directly with the leadership of organizations to help them manage their complex organizations and adjust to change that is constantly knocking on the door.

Commitment to Public Service

We have also chosen to focus our work on local, regional, and state agencies that deliver public service to communities. We understand that our client's work is important and impactful, and our goal is to help organizations do that work with more grace, effectiveness, and efficiency.



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Partnership for Impact
As seasoned executive leaders ourselves, we have no interest in writing reports that sit on shelves or are not reality-based for action. MRG needs to work in a consultative partnership directly with management to ensure that organizational impact occurs. We see our role as true partners with the leadership team, working productively to help you find solutions for actionable impact in your organization.

Team of Management Practitioners + Executive Leadership Coach
Today's organizations require a robust understanding of people and teams, plus talented management and leadership. The key to an organization's success is the integration of control, which creates value (efficiency, effectiveness, empowerment), and leadership, which inspires change and a collective vision. By bringing a consultant team with management plus leadership coaching expertise, MRG can deliver tools, perspectives, and paradigms for the continued support of an organization's leadership team.

Strategic Organizational Development
Organizations are complex, multi-faceted organisms that take time and strategy to develop and shape. While employees are focused on delivering services, there is "care and feeding" of the organization, structure, and systems that need to be done to support the workforce, mold culture, and deliver services/mission. MRG brings deep organizational development and human resources experience to help organizations invest in their operations' strategic, hands-on development.

SCOPE OF WORK

City of Pacific Grove

City-wide Organizational Diagnostic and Organizational and Staffing Assessment of the Public Works Department

The City of Pacific Grove is interested in hiring a firm to conduct a comprehensive City-wide organizational and staffing level assessment. It is understood that this effort could be a multi-year project due to cost, time constraints, and impact to the organization. As such, the City has requested MRG to provide a proposal to conduct an initial city-wide organizational diagnostic followed by a deeper organizational and staffing level assessment of the Public Works Department. These two efforts would be Phase 1 and Phase 2 of a multi-phase approach to assessing the entire organization. The primary purpose of the initial city-wide organizational diagnostic is to identify gaps in service and operational challenges at the department level so that future organizational and staffing level assessments for each City department can be prioritized. The City prioritized the Public Works Department as the first department to undergo the organizational and staffing level assessment.

The purpose of the organizational and staffing level assessment for the Public Works Department is to provide the City with a snapshot of observations and recommendations

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regarding the department staffing needs, organizational structure, resource allocations, and service delivery models. The primary objectives of the assessment include:

- Examine and explore the organizational, functional, and cultural issues to assess department culture, levels of employee engagement, team effectiveness, role/goal clarity, and skillsets/competencies.
- Conduct a Functional Assessment, designed to determine the capability/competence of the function(s) within the department and to ensure alignment with best practices.
- Evaluate organizational structure, staffing levels, positions, functions, and contracted services in relation to the workload, and program efficiency and effectiveness.
- Evaluate service delivery methods and outcomes, and the policies, legislative requirements, and other influences that impact departmental operations.

WORK PLAN

MRG has developed the following work plan for the project to meet the City's needs. The scope of work is dependent upon the needs of the organization and may be modified as needed during the initial video conference:

PHASE 1 – Organizational Diagnostic

1. **Project Initiation / Launch:**
   - Initial video conference with major stakeholders including but not limited to City Manager and Human Resources Director.
   - Review project outcomes, process timing, expectations, define interview subjects, and set initial timeline.
   - Request, obtain and review numerous documents including but not limited to the department organizational charts, organizational accomplishments, historical budgetary and staffing level data, community surveys, and any other relevant reports and documents. Obtain anecdotal perspectives on issues and concerns that drive this request.
   - Conduct a kick-off meeting with the department heads introducing the project and discussing their role.

2. **Conduct Staff Interviews and Review Process**
   - Develop interview format and questions.
   - Conduct one-hour interviews via on-site and/or video conferencing with department heads and other key staff members in the City.
   - Anticipate conducting approximately 11 interviews.
   - Compile and analyze interview data and information.

3. **Prepare Initial Findings/Recommendations**
   - Compile data, perform analysis, prepare key initial findings summaries, and develop recommendations.

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4. **Conduct Mid-Project Update Meeting with the City Manager and Human Resources Director.**
   - Review initial findings/recommendations/best practices, conduct additional research and outreach as needed.

5. **Prepare final Report for Review**
   - Compile Report, review with City Manager, revise as necessary, prepare final Report, and deliver to City.
   - The Report will include high-level observations, preliminary findings, and recommendations.

PHASE 2 – Organizational and Staffing Level Assessment for the Public Works Department

6. **Phase 2 Launch:**
   - Initial video conference with major stakeholder including but not limited to City Manager and Public Works Director.
   - Review project outcomes, process timing, expectations, define interview subjects, and set initial timeline.
   - Request, obtain and review numerous documents including but not limited to the department organizational charts, job class information, department goals and objectives, organizational accomplishments, department projects and programs, historical workload data, historical budgetary and staffing level data, community surveys, and any other relevant reports and documents. Obtain anecdotal perspectives on issues and concerns that drive this request.

7. **Conduct Staff Interviews and Review Process**
   - Develop interview format and questions.
   - Conduct one-hour interviews via on-site and/or video conferencing with Public Works Department staff.
   - Anticipate conducting approximately 12 interviews.
   - Compile and analyze interview data and information.

8. **Conduct Benchmarking with Comparable Cities**
   - Conduct a comparison analysis of up to five (5) cities that will be mutually agreed upon by the City and MRG.

9. **Prepare Initial Findings/Recommendations**
   - Compile data, perform analysis, prepare key initial findings summaries, and develop recommendations.

10. **Conduct Mid-Project Update Meeting with the City Manager and Assistant City Managers.**

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- Review initial findings/recommendations/best practices, conduct additional research and outreach as needed.

11. Prepare final Report and Summary Level Draft PowerPoint Presentation for Review

- Compile Report and/or PowerPoint Presentation, review with City Manager and Assistant City Managers, revise as necessary, prepare final Report and/or PowerPoint, and deliver to City.
- The Report will include observations, preliminary findings, and recommendations. The report will also identify any issues outside the identified scope of work that may impact the office and require further analysis or actions on the part of the City. The draft report, which will include a summary and description of study methodology.

PROJECT FEES

MRG proposes an estimated not-to-exceed contract amount of $39,773, including expenses. The project will be invoice based on the milestones listed below. Based on the client's direction, many of the interviews can be conducted on-site unless remote interviews are feasible. All other work is intended to be completed remotely via email, teleconference, and video conference. Should the client and MRG mutually agree to conduct any other meetings or work activities on-site, travel expenses will be billed to the client at cost.

MILESTONES	COST
Task 1 - Launch & Project Coordination	$2,905
Task 2 - Organizational Diagnostic	$7,800
Task 3 - Public Works: Interviews, Research & Comparative Analysis	$10,400
Task 4 - Public Works: Findings, Recommendations, Report & Presentations	$15,668
Sub-total	**$36,773**
Travel Expenses (assumes 2 trips – interviews and Council presentation)	$3,000
TOTAL	**$39,773**

If additional services are requested or additional time needed (such as for assistance in implementation or professional development), those hours will be billed at $260 per hour after being approved by the City of Pacific Grove and MRG.

MRG PROJECT TEAM

MRG has chosen a consultant team with the experience and approach to conduct an objective and independent study.

Cathy Capriola is an MRG Vice President and has co-leadership over MRG's organizational assessment practice area.

Rick Otto is a Senior Consultant with expertise in organizational assessments and leadership development. Rick will be the lead consultant for this project.

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CEO	VICE PRESIDENT	SENIOR CONSULTANT
Mary Egan CEO Egan@solutions-mrg.com (916) 261-7547	Cathy Capriola Vice President CCapriola@solutions-mrg.com (916) 257-3287	Rick Otto Senior Consultant otto@citymanagement@gmail.com (714) 745-2852



RICK OTTO

As the former City Manager for the City of Orange, Rick Otto understands the many challenges today's local government executives face on a daily basis. Rick successfully navigated his organization through the pandemic, recessions, periods of political transition, local emergencies, and community tragedies. His compassionate, collaborative, and results-orientated leadership style allows him to create and foster a positive work environment and forge excellent working relationships with political leaders, labor associations, community groups, and fellow city managers.

Rick has over 32 years of local government experience working for small and medium-sized cities in Southern California. In addition to serving as the City Manager for Orange, a full-service city with an annual budget of $200 million and 750 employees, Rick also served as their Assistant City Manager, Community Development Director, and Economic Development Manager. Prior to his tenure in Orange, Rick worked for three contract cities in Los Angeles County: Rancho Palos Verdes, La Mirada and Temple City. Throughout his career, Rick has been involved in nearly every aspect of local government, including land use planning, historic preservation, citizen engagement, affordable housing, economic development, finance and budgeting, capital projects, information technology, labor negotiations, staff development, and public safety coordination. Rick brings his unique and diverse background to clients by specializing in Organizational Assessments, Operational Reviews, Executive Evaluations, Staff Development and Mentoring, Strategic Planning, Fiscal and Economic Development Analysis, and Land Use Entitlements.

In addition to his professional achievements, Rick earned a Bachelor of Arts in Public Administration and a Master of Public Policy and Administration, both from California State University, Long Beach. Rick is a frequent guest speaker for public policy and journalism classes at California State University, Fullerton, and Chapman University. He also has been a speaker for the American Planning Association. Finally, Rick is proud to have been a Disneyland Cast Member and still uses that customer-centric approach with his clients.



CATHY CAPRIOLA

Cathy Capriola is an experienced local government executive with 31 years managing cities in California with deep expertise in governance, human resources, public information, community engagement, finance, and information technology. As a Vice President with MRG, Cathy leads the firm's Coaching & Leadership Development practice area. As a management consultant, Cathy delivers organizational development and assessments, strategic advising, plus leadership/team development of managers and executives in local government and non-profits. Cathy has extensive experience facilitating large and multi-dimensional workshops and meetings.

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Cathy retired from working inside local government after serving as the City Manager for the City of Sonoma for four years and served as the Assistant City Manager with City of Novato, Administrative Services Director with the City of Citrus Heights, and Deputy City Manager with the City of Davis.

Cathy's educational background includes a B.S. in Communication/Management from UC Davis and a Master's in Public and Private Management (MPPM) from Yale University.

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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

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- 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.

Docusign Envelope ID: 3B2CD410-2649-4D25-8854-605687FC0685

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.

Docusign Envelope ID: 3B2CD410-2649-4D25-8854-605687FC0685

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.

Agenda No. 9 D

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Nick Smith, Mayor

MEETING DATE: January 15, 2025

SUBJECT: Appointments to City Boards, Committees, Commissions, and Task Force

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

RECOMMENDATION

Approve appointments to City Boards, Committees, Commissions, and Task Force listed below.

DISCUSSION

City committees play an important role in our city government. We are fortunate to have many highly qualified residents willing to serve on our committees.

I've used information gleaned from many sources to select these appointments: applications, resumes, personal contacts, observations, and feedback from City staff and residents. I've taken into consideration demonstrated commitment to the City and fit to the committee's mission.

Terms for committee positions are 4 years for Charter committees and 2 years for Ordinance committees. Incumbents are not automatically reappointed. Terms of office begin February 1 and end January 31 of the respective year. Mayoral appointments to City committees must be confirmed by Council (City Charter, Art. 26).

Appointments for confirmation are as follows:

Charter committees

- Library Board – Tama Olver
- Planning Commission – Nicholas Mourlam; Susan Myers
- Recreation Board – Sandra Lehman; Jay Tulley; Alexandra White

Ordinance committees

- Architectural Review Board – Anna Bornstein; Scott Brooks; Jeanne Byrne
- Beautification & Natural Resources Commission – Marty Dunn; Andre Brisson; Craig Giraudo; Ron Lloyd; Christine Walkingstick
- Economic Development Com'n – Randall Carlock; Linda Michaels; Patrick Nevis; Antony Tersol; Robin Venuti; Dionne Ybarra; Christie Metzner (Chamber)
- Historic Resources Committee – Lydia Collins

- Task Force on DEI – Kimberly Pye; Segolene Rubin
- Traffic Safety Commission – Tim David; Mike Gunby; Tony Prock

OPTIONS

Not applicable.

FINANCIAL IMPACT:

There is no fiscal impact.

GOAL ALIGNMENT: Not Applicable.

Attachments

Redacted BCC Applications

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Tama H Olver

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]		[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Library Board (or greatest need)

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume Is Desirable):

I have previously served on the Museum Board and Economic Development Commission in Pacific Grove and currently serve on the Library Board. Service as a board or commission member supports my commitment to Pacific Grove's current and future success as a community. The Library, specifically, serves as a critical cultural and educational resource for people of all ages. The Library Board is, in turn, a resource and safety net that staff, elected officials, and the public can rely on for information and generous listening regarding all matters affecting the facility, collection, and services associated with our very effective public library.

My first job for a paycheck was as a page in the city library of Alexandria Virginia. I also worked part-time in the library at Michigan State University when I was a student there. While my expertise in library operations is limited to entry-level work, my familiarity with the value libraries create for their users is longstanding.

I have attached a resume that summarizes other experience that you might find relevant to the position.

Please note that I am willing to serve on any board or commission where there is need and my experience might be of value. If I am not needed on the Library Board, I would appreciate being considered for service on another board or commission.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant:	**Date:**

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

Tama H. Olver
[redacted]
Telephone: [redacted] E-mail: [redacted]

Work History

Retired July, 2007.

2001-2007 Applera Corporation, a leader in life sciences technology. Chief information Officer with overall responsibility for global information technology at Applera, Applied Biosystems, and Celera Genomics.

2000-2001 Quantum Corporation, a leading manufacturer of disk and tape technology. Chief Information Officer with overall responsibility for global information technology, infrastructure, and applications.

1998-2000 Informix Corporation, a software database technology company. Chief Information Officer with overall responsibility for global information technology, infrastructure, and applications.

1978-1998 Amdahl Corporation, a computer hardware, software, and services company. Twenty years in Research and Development of large mainframe computers. Nineteen years in information technology ending as Vice President with global responsibility for infrastructure management and applications development as well as corporate-wide technical publications.

1975-1978 Remote Computing Corporation, a timesharing services company for the thrift industry. Began as a programmer of software products sold to the financial services industry and progressed to manager of product development.

1968-1975 Control Data Corporation, a computer and peripherals manufacturing company. Developed software used by large organizations in scientific and engineering applications. Progressed to management of large projects.

Volunteer Work

2015-2021 Secretary, Vice President, and President Pacific Grove Museum of Natural History Foundation board.

2019-2020 Board Member and Vice Chair, Economic Development Commission, Pacific Grove.

2012-2017 Point Lobos State Reserve. Volunteer docent, coordinator Trail Watch, coordinator mentors.

2010-2015 City Museum Board, Pacific Grove.

2008-2020 Monarch Alert. Research assistant for monarch research programs.

2008-2016 Pacific Grove Museum of Natural History. Monarch docent, host, store volunteer, and education programs.

2008 Monterey County Civil Grand Jury. Juror Pro-Tem.

2008-2010 Pacific Grove Museum of Natural History Association. Member of the board.

2007-present Monterey Bay Aquarium. Guide, mentor, teacher's assistant, adult advisor to teens.

2005-2007. Support Network for Battered Women, Santa Clara County. Member of the board and chair board development committee.

2004-2007. Alliance of Technology and Women, a national professional organization. Member of the board.

2004-2007. Women Unlimited. Volunteer mentor for executive women.

1998-2005. Child Abuse Prevention Center, San Mateo and Santa Clara Counties. Member of the board and chair board development committee.

1998-2003. Menttium. Volunteer mentor for executive women.

1998-2000 Society for Information Management Silicon Valley Chapter. Vice president and president.

1998-2001. Women in Technology International Foundation. Member of the board.

1995-1998. Leadership for Tomorrow, Santa Clara University. Volunteer mentor for students from non-traditional backgrounds.

Other Boards

2006-2007 Tablus Technology. Member of the advisory board.

1992-1993. Women In Technology International. Member of the advisory board.

Honors and Awards

2021 Board Emeritus, Pacific Grove Museum of Natural History Foundation.

2014 Lucille S. Packard Memorial Award for volunteer excellence, Monterey Bay Aquarium.

2013 and 2010. Community Service Award from Monterey Volunteer Center.

2006 and 2001. CIO 100 Award from CxO Publications for excellence in innovation and value.

2005. Amy B. Kahn "Women in IT Excellence" award for leadership.

1996. Woman of the Year in Science and Technology, San Jose Women's Fund.

Education

1968. B.S. Mathematics, Michigan State University with high honors, Phi Beta Kappa, Phi Kappa Phi, and Pi Mu Epsilon honoraries.

CITY OF PACIFIC GROVE
www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Nicholas Mourlam

Street Address:
[redacted]

City:	State:	ZIP Code:
Pacific Grove	CA	93950

Residence Telephone Number:	Work Telephone Number:	E-Mail Address:
[redacted]	[redacted]	[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Planning Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I had the great opportunity to serve as the Chair of Pacific Grove's Economic Development Commission. Upon conclusion of my full term, I stepped away to focus on raising my young daughter, but, now that she is a little older, I would like to continue to support our city by volunteering on the Planning Commission. In my role as Director of Music at St. Mary's Episcopal Church in Pacific Grove, I have seen firsthand through their outreach ministry for the less fortunate the importance to support the city's efforts in finding creative affordable housing options for those who wish to maintain or establish Pacific Grove as their home. I hope that my enthusiasm, knowledge of Pacific Grove, and previous leadership experience will add significant value to the Commission, and I look forward to assisting in finding planning and zoning solutions that support the continued growth of our local economy.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: [redacted] **Date:** 11/04/2024

FOR CITY USE ONLY Appointed to: _____

Appointment: _____ **Date of**
Expiration: _____ **Date of**
Reappointment: _____
End of Term: _____ **Date**
Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Susan Myers

Street Address: [redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** [redacted] | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: Planning Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

I was a practicing real estate attorney for over 30 years. In that capacity, I represented developers, title companies, mortgage lenders, property owners, landlords and tenants. I have comprehensive knowledge of real estate law (including zoning and land use) and the real estate industry which would be advantageous in evaluating matters that come before the Planning Commission.

I have served on the Beautification and Natural Resources Commission for the past 2 terms. I have also served on the Climate Action and Adaption Committee. These experiences have given me insight into the workings of local government and public service. They have also given me a deep appreciation for Pacific Grove – its history, unique charm, engaged citizenry, stunning coastline and natural beauty.

If appointed, I would carefully weigh each matter that comes before the Commission to best serve the interests of Pacific Grove - with a view to responsible growth in conformity with the various requirements of state law and local ordinance and preservation of the City's unique character.

Please see attached resume.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant [redacted] **Date:** 11-11-2024

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

SUSAN PARKER MYERS

[redacted] Pacific Grove, CA 93950
[redacted] (cell)

AREAS OF EXPERTISE

Transactional Expertise	Strategic Planning	Portfolio and Project Management
Contract Drafting and Negotiation	Litigation Management	Training / Development
Due Diligence/ Risk Management		Corporate Governance

EXPERIENCE

24 HOUR FITNESS USA, INC. 2013 – 2020

Senior Director, Real Estate Development/Management & Counsel

- Select, supervise and manage outside counsel in lease negotiation and due diligence review for all new club locations in expanding portfolio.
- Oversee preparation and negotiation of all real estate documents related to the company's existing commercial portfolio – including amendments, assignments, termination agreements, estoppels, security instruments and all ancillary real estate related agreements
- Act as principal communication point between and among the real estate, legal, construction, facilities, accounting and risk management departments for all matters relating to real estate development and asset management functions to improve efficiencies.
- Develop and oversee company standards and guidelines for company's real estate initiatives to improve efficiencies and ensure quality.
- Handle all disputes involving company's real estate interests, including oversight of counsel in real estate related litigation matters.

Senior Corporate Counsel

- Drafted and negotiated company's key real estate documents in the acquisition, divestiture, development, leasing and management of its commercial properties and the operation of club facilities.
- Designed and implemented comprehensive audit of all legal files and developed file maintenance process.
- Directly supervised property management department - modified organizational structure, developed streamlined processes and templates to increase efficiency performance of department

ROSS STORES, INC. 2012 –2013

Director, Real Estate Law Attorney

- Drafted and negotiated lease and other key operational documents for new store development
- Analyzed due diligence materials in connection with new store leases
- Selected and supervised outside counsel in real estate related transactions and litigation.

GIANT EAGLE, INC. 2001 –2012

(Giant Eagle, Inc., is one of the nation's largest food retailers with grocery and convenience stores located throughout Pennsylvania and surrounding states.)

Senior Corporate Counsel Director, In-Store Banking

- As sole in-house real estate counsel, advised the real estate development, construction, lease administration, asset management, and environmental risk departments on all legal matters.

- Guided the company's environmental efforts, including LEED certification, alternative energy initiatives and sustainability practices
  'Drafted and negotiated company's key operational documents in the development, leasing and management of commercial properties, with emphasis on "big box" retail leasing in shopping centers
- Selected and supervised outside counsel in real estate litigation, land use, zoning appeals, construction litigation
- Initiated and improved legal relations with governmental agencies (including liquor control boards and environmental protection agencies) to ensure compliance, expedite approvals and reduce liability exposure

ZAMAGIAS PROPERTIES 1995 –2001

(Zamagias Properties is a regional commercial real estate development owning and managing shopping centers, office buildings and other real property developments in the eastern U.S.)

Legal Counsel

- As sole in-house counsel, represented the Company in all legal matters relating to its commercial real estate business, including drafting contracts, procuring financing and insurance, managing collection efforts and handling and other general business matters. Selected and supervised outside counsel on all litigation

AMERICAN BRIDGE COMPANY 1994 –1995

General Counsel

- Advised international industrial construction company in all legal matters, including drafting corporate documents, construction contracts, procuring all liability-based insurance and managing claims

GROGAN, GRAFFAM, MCGINLEY & LUCCHINO, P.C. 1991 –1994
1988–1990

Associate Attorney

- Handled matters for the firm's business practice, with emphasis on corporate formation and governance, real estate and commercial lending. Independently handled commercial closings.
- Supported the firm's legal and medical malpractice litigation defense group through legal research and writing, including pleadings, discovery requests and responses, motions and briefs.

ZIMMER, KUNZ, P.C. 1990 —1991

Associate Attorney

- Managed a defense litigation caseload through pleadings, discovery and trial preparation

BATTAGLIA, ROSS, HASTINGS & DICUS, PA. 1990

Associate Attorney

- Handled all aspects of the firm's corporate and commercial real estate practice.

EDUCATION

- West Virginia University College of Law — Juris Doctor (1988)
- University of Texas at Austin — B.A – Philosophy, with Honors (1982)

BAR ADMISSIONS

- California (In-House Counsel - expired)
- Pennsylvania
- Florida
- West Virginia

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Sandra J Lehman

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]		[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Recreation

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I currently work part time as an optometrist and volunteer for Monterey County Alliance on Aging as a Medicare counselor at Scholze Park in Monterey and Meals on Wheels in Pacific Grove. I understand how important recreation is to good health and quality of life for all ages, including seniors.

As a high school student I worked for a Recreation Department as a summer camp counselor. For decades, our family has enjoyed participating in high quality recreation department programs. I am excited about ensuring that Pacific Grove families continue to have opportunities like these available to them.

2024 DEC 18 P 3:00

CITY OF PACIFIC GROVE

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: [redacted]	**Date:** 12/18/24

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

SANDRA J. LEHMAN, O.D.

[redacted]

[redacted]
Pacific Grove, CA 93950

EDUCATION

Visiting Post-doctoral Fellow, University of California at Berkeley School of Optometry, **Morton D. Sarver Contact Lens Research Laboratory**. 1998.
O. D. University of California at Berkeley School of Optometry. 1997.
Graduate student, Neuroscience Program, University of Utah, Salt Lake City, Utah. 1988-1990.
B. A. Biology, Reed College, Portland, Oregon. 1987.

EXPERIENCE

Eye MD Monterey. 21 Upper ragsdale Drive, Suite 201, Monterey CA 93940. Dr. Phillip Penrose. 831-324-4730. 2023-2024.

Target Optical. 2040 California Avenue, Sand City, CA 93955. Drs. Tong and Wang. 831-392-1991. 2023-2024.

Target Optical. 1110 South 300 West, Salt Lake City, Utah 84101.
Dr. Kristen Green. 801-410-7813. 2016-2023.

Colchester Costco, 218 Lower Mountain View Drive 5830, Colchester, VT 05446. Dr. Chad Fellows. 802-318-2000. 2015-2016.

Blue Sky Eyecare, South Ogden Costco, 3656 Wall Avenue, South Ogden, UT 84405. Dr. Sandra Lehman. 801-317-3951. 2009 – 2015.

Mountain Valley Eye Institute, 2700 West Homestead Road, Suite #30, Park City, UT, 84098. Dr. John Fassio. (435) 658-3090. 2006 –2011.

Murray Costco, 5201 South Intermountain Drive, Murray, UT 84107. Dr. Jennifer Cherland. (435) 290-4201. 2005 – 2009 and 2016-2023.

Sunnyvale Optometry, 596 East El Camino Real Suite 2, Sunnyvale CA 94087. Drs. Ichikawa and Springer. (408) 245-6212. 1999 –2005.

Fremont Optometric Group, 39355 California Street, Suite 103, Fremont CA 94538. Drs. Tsujimoto, Gin, and Chew. (510) 744-2010. 1997-1999.

PROFESSIONAL and COMMUNITY AFFILIATIONS (Selected)

Member, American Optometric Association, 1993-2023.
ACCCOS Young Optometrist of the Year 1998
Alliance on Aging, Monterey County, Medicare Counseling Volunteer
Utah Physicians for a Healthy Environment. Volunteer of the Year 2017.
PTA Member of various schools including multiple board positions and Skyline High School PTA President.

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Jay Tulley

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]		[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Recreation Board

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I have been on the recreation board for the past 8 years and request to be reappointed to the board. I think that we have made some good progress but there are a few initiatives that I would like to see through and continue to work on. I also think that there is a benefit to a continuity of board members. Lastly, I think that it's taken me a while to figure out how to actually be an effective board member. Namely, the challenge is to develop thoughtful and viable recommendations to bring before the city council.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant:	**Date:**
Jay Tulley	11/30/2024

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: ALEXANDRA (ALEX) WHITE

Street Address: [redacted]

City: PACIFIC GROVE	**State: CA**	**ZIP Code: 93950**

Residence Telephone Number: [redacted]	**Work Telephone Number:**	**E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: Economic Devo Commission and/or Recreation Board.

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

Graduated PGHS class of 2002 and I have worked as a realtor, waitress, retail and property manager. Before starting my own business, I worked as a global brand manager for Santa Cruz Skateboards from 2018-2023. I am a parent to 2 kids in the PG public school system.

Currently, I am a business owner in Pacific Grove. I am a business marketing consultant. My focus is on Action Sports brands and athletes.

I helped create the Pacific Grove Skate Park Project with Emily Hasselbauer and Kelsey Richmond in 2021-2023.

I would like to continue to be a helpful member of my community and learn how to best serve alongside my neighbors.

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Anna Bornstein

Street Address: [redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** [redacted] | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: Architectural Review Board

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I respectfully submit my application for consideration of reappointment to the Architectural Review Board. Currently, I have the honor of serving as Chair of the Board where I bring a thoughtful and detail-oriented approach to evaluating applications. I am very committed to preserving the unique character of Pacific Grove. My familiarity with the Board's processes and design guidelines will enable me to keep adding value to this important role.

Thank you for the consideration to continue to serve our City.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: [redacted] **Date:** 12/15/2024

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

Anna Bornstein

[redacted]
Pacific Grove, CA 93950
[redacted]

EDUCATION

Master of Urban Planning, MUP | San Jose State University | May 2022
- Certificate: Community Design and Development
- Coursework included: Urban Planning Public Finance, Land Use Law, Urban Design, GIS, Planning Sustainable Cities

BS Environmental Studies, Minor Urban Studies | San Jose State University | December 2010
- Awarded Michael Lee Environmental Foundation Scholarship | 2010
- Coursework included: Advanced Environmental Impact Assessment, Land Use and Facilities Planning

PROFESSIONAL EXPERIENCE

EMC PLANNING GROUP | Monterey, CA

Associate Planner | 3/2023 - Present
- Collaborate with clients, sub-consultants, public agencies, and company staff to successfully complete project tasks within a specified timeframe, budget, and in accordance with project goals and objectives
- Review and analyze general plans, community plans, specific plans, site plans, and tentative maps. Conduct site assessments to inform project feasibility and strategy
- Prepare and submit land use applications and development proposals on behalf of clients. Interpret and communicate zoning codes, regulations, policies, and procedures
- Coordinate and analyze technical reports including historical and biological resource assessments, archaeological and cultural studies, AQ/GHG and noise studies
- Develop and manage community engagement events to relay project information

LEWIS BUILDERS | Carmel, CA

Planner | Pre-construction | 1/2021 - 3/2023
- Prepare and manage planning, building, and all entitlement applications for assigned luxury residential home design/build projects, ensuring adherence to jurisdictional zoning, ordinances, codes, and design guidelines
- Contribute to creating architectural plans and review plans for accuracy and completion
- Collaborate with multiple jurisdictions within the Monterey Peninsula to drive projects to successful completion. Routinely communicate project status with stakeholders
- Conduct site assessments of proposed development projects, determine feasibility, and present planning strategy to clients and internal production teams
- Communicate with trade partners and consultants to coordinate professional services required including geo-tech, engineering, hydrologists, and surveyors. Prepare and manage consultant contracts
- Present to jurisdictional stakeholders-design review, planning commission, HOA

E&J GALLO WINERY | Modesto, CA

Account Supervisor | Account Management – Marketing Operations | 04/2019 – 01/2021

- Serve as liaison to cross-functional winery departments to execute and implement creative campaigns, POS, structures, packaging design, digital design, social media and photo/video initiatives for high-priority premium wine brands
- Directly accountable for managing a $500,000+ creative budget for marketing client
- Core team member in multiple Agile Scrum teams
- Managed team of Account Executives, fostering measurable career development plans, and providing leadership and oversight for high-complexity projects

Account Executive | Client Services - Creative | 02/2016 – 03/2019

- Lead presentation and project related meetings to drive for consensus and approval, ensuring adherence to the established scope and timelines
- Partner with marketing, and design to create timelines, cost proposals and manage communication and deliverables through all development phases of design initiatives
- Review all projects for legal compliance

Account Assistant | Client Services – Creative | 07/2012 – 01/2016

- Issue meeting summaries, recognized as a best practice example, with action items: developing next steps and stakeholder assignments for managed projects
- Organize internal and external design concept reviews, pre-production and photography planning meetings, ensuring all projects deliver on supplied briefs

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PROFESSIONAL ASSOCIATIONS

American Planning Association | Member
AICP Candidate | Participant

VOLUNTEER EXPERIENCE

Architectural Review Board | City of Pacific Grove | January 2023 - Present

- Providing discretionary review for structures, where required through the City's zoning code. Ensure preservation of the City's architectural identity, and promotion of orderly development

Planning & Community Development Volunteer | Stanislaus County | 2012

- Maintained Neighborhood Stabilization (NSP) and Down Payment Assistance (DPA) program files
- Contributed research and editing to General Plan – Housing Element update
- Developed promotional materials to communicate Annual Report highlights for Community Development Department

Director's Assistant Volunteer | Downtown Modesto Improvement District | 2011 - 2012

- Downtown business directory development

Director's Assistant Volunteer | Downtown Bellingham Partnership | 2006 - 2007

- Contributed to efforts to establish a Business Improvement District

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CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Scott Brooks			
Street Address: [redacted]			
City: Pacific Grove		**State:** CA	**ZIP Code:** 93950
Residence Telephone Number: [redacted]	**Work Telephone Number:**	**E-Mail Address:** [redacted]	

Name of Board, Commission, or Committee on which you would like to serve:
Planning Commission, or, if unavailable, another term with the ARB (see attached document)

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: s/ Scott Brooks	**Date:** 11.5.24

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

November 5, 2024

Re: Application for Planning Commission, or, if unavailable, another term on the Architectural Review Board

To whom it may concern:

Thank for you considering me as a candidate for our town's Planning Commission, or, if unavailable, another term on the Architectural Review Board. I would be honored to volunteer for this Commission and serve our town and community, and I believe that my experiences would make me well-suited as one of its members.

For the past two years I have served as a member and secretary for our Architectural Review Board. It has been an absolute pleasure to serve our town, meet our staff and community, and constructively collaborate with the other exceptional members of the board.

I believe in public service and the positive impact that government, and particularly local government, can have on its community. As a public servant and Senior Counsel for the Legal Investment Team at the California State Teachers' Retirement System, I provide counsel to our Investment Branch as they invest a fund of over $300 billion to secure the financial future of California's educators. As a transactional attorney, I extensively review and evaluate a multitude of documents and help negotiate various investments. I have 15 years of experience as an attorney, and my professional responsibilities require a significant attention to detail; communication and collaboration with a host of different parties – including my fellow investment counsel, external and opposing counsel, staff, and members; and the evaluation and application of statutes and regulations. I also attend and take minutes for the CalSTRS's Investment Committee, a twelve-member board. I am therefore familiar with the deliberations and procedures of a public board, including the Bagley-Keene Act, Brown Act, and Robert's Rules of Order.

If you have any questions or need anything further, please do not hesitate to contact me. I look forward to hearing from you and continuing to serve our wonderful and unique town.

Many thanks and best regards,

/s/

Scott Brooks

[redacted] Pacific Grove

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Jeanne Byrne

Street Address: [redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** [redacted] | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: Planning Commission or ARB

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

Past ARB and Planning Commission
Work on existing General Plan approved
Resident since 1977
Heritage Society member
Architect

2004 DEC 20 A 10:29
CITY OF PACIFIC GROVE

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant: [redacted] **Date:** 12-16-24

USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

2024 NOV 21 A 10:29
CITY OF PACIFIC GROVE

Name: Martha (Marty) Dunn

Street Address: [redacted]

City: PG **State:** CA. **ZIP Code:** 93950

Residence Telephone Number: [redacted] **Work Telephone Number:** **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: BNRC

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

I was honored to join BNRC two years ago and would again be honored to serve another term.

Climate change has further spurred my deep interest in and concerns for our natural world. I'm thinking globally but want to continue to act locally; BNRC makes a difference in our small town, and I want to be part of that difference.

Thank you for considering my application.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appoi

Signatu [redacted] **Date:** 20 November 2024.

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Andrei Brisson

Street Address: [redacted]

City: Pacific Grove **State:** Ca. **ZIP Code:** 93950

[redacted] **Work Telephone Number:** **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: BNRC

Brief Description of Background and Qualifications (Additional Information M
Sheets): ATTACHMENT OF A RESUME IS DESIRABLE. Attached.

2024 DEC -4 P 2:38
CITY OF PACIFIC GROVE

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of A [redacted] **Date:** 6 Dec, 2024

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

December 5, 2024

Honorable Mayor and Council,

I have served on the BNRC for the past 2 years, and forward my application for reappointment. It has been an honor to serve on this commission- to work alongside the City, City Council, fellow commissioners, and the public- towards the betterment of Pacific Grove. As the sole (conservation) biologist on the commission, my focus has been primarily on wildlife, and I have served on both the monarch sanctuary and wildlife subcommittees.

I have been active on this commission- introducing a wildlife tab to the city website, working with the city towards mitigation of wildlife disturbance, and working directly with the public through social media outreach and meetings. I've attended workshops on marine mammal disturbance, am a bird watcher, as well as a Monterey Audubon Society member. Additionally, I am a Bay Net volunteer, as well as a harbor seal data collector. I've brought in speakers to the BNRC- including NOAA, California Fish & Wildlife, The Marine Mammal Center, and SPCA- to name a few. I have alerted the city when multiple harbor seals hauled out with shark bites just prior to a warm summer holiday weekend, as well as advising when it appeared that our Monarch Sanctuary had been potentially exposed to pesticides. I value this working relationship, and hope to continue in this role.

Thank you for your consideration - and congratulations to all new appointees!

Best Regards,



Andrée Brisson

ANDRÉE M. BRISSON
[redacted]
Pacific Grove, CA
[redacted]

EDUCATION

Fort Hays State University, Hays, KS
M.S. in Biological Sciences
Thesis: *The Face of Extinction: Are Charismatic Species more Vulnerable to Endangerment?*
Awards: My-go-to Mentoring, Outstanding Graduate School Teaching, Outstanding Graduate Student Thesis, Honor Society

Union College, Schenectady, NY
B.S. in Psychology
College Year in Athens

TRAVEL

U.S. National Parks, Presidential Libraries, Europe, Asia, Canada, Mexico, Central America, South America, Caribbean, Bahamas, Australia, French Polynesia, Galapagos Islands, Hawaiian Islands

COMMUNITY SERVICE 2010 – 2021

D.C. Booth Historic National Fish Hatchery & Archives, Spearfish, SD
Board Member

Humane Society of the High Plains, Hays, KS
Board Member

WORK EXPERIENCE 2012 – 2020

Sister Cities International, Washington, DC
State Representative, South Dakota & Kansas

Academic Keys, LLC, Storrs, CT
Consultant/Vice President of Marketing & Sales

American Association of State Colleges & Universities, Washington, DC
Co-Curator/Steering Committee
AASCU/NBCC course, *Science for Citizens*
AASCU National Blended Course Consortium Initiative

PROFESSIONAL PRESENTATIONS 2010 - 2018

A Work in Progress: An AASCU & Smart Sparrow Partnership to Build Better Courses
A. Brisson & S. Koether, February 2018, AASCU Winter Meeting, San Antonio, TX

Human Overpopulation & Biodiversity Loss.
A. Brisson, June 2013, American Democracy Project and the Democracy Commitment, National Meeting, Denver, CO

A Proposed Large-Scale Approach to Assess Free-Ranging Cat Populations and Estimate Associated Impact on Free-Living Bird Populations
G.H. Farley & A. Brisson, October 2012, Kansas Ornithological Society, Southwestern College, KS

A Global Study of Color, Ornamentation, Song and Mimicry in Birds: Charismatic Species are more Vulnerable to Exploitation and Endangerment
A. Brisson, August 2012, North American Ornithological Conference, NAOC–V, University of British Columbia, Canada

Patterns in Migratory Songbird Capture between 1966-1980 and 1995-2009 at an Autumn Banding Station in the High Plains
G.H. Farley, A. Brisson, A. Galt & S. Kane, May 2010, Joint Meeting of the Association of Field Ornithologists and Wilson Ornithological Society, Hobart & William Smith Colleges, NY

CONFERENCES & WORKSHOPS 2012 - 2019

Higher Education & Student Affairs
CUPA-HR Eastern Regional Spring Conference, Baltimore, MD
ACE 100th Annual Meeting, *Executive Search Roundtable*, Washington, DC
ACE Annual Meeting, Philadelphia, PA
Council of Independent Colleges, St Louis, MO
AASCU Academic Affairs Winter Meeting, *Public Universities in Challenging Times*, San Antonio, TX
CAT Assessment Training, Santa Fe, NM
Science for Citizens, AASCU Curator Conferences, Washington, DC
Hybrid Learning & the Residential Liberal Arts Experience, Teagle Foundation, New York, NY
Educating Globally Competent Citizens, AASCU, Washington, DC
Northwest University for Nationalities Faculty Exchange, Lanzhou, China
Gender Equality Alliance Safe Zone Training, Hays, KS
Student Retention Symposium, Hays, KS
Kansas Campus Compact Service-Learning Institute, Hays, KS
Society for Conceptual Logistics in Communication, Hays, KS

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Craig Giraudo			
Street Address: [redacted]			
City: [redacted]		**State:** CA	**ZIP Code:** 93950
Residence Telephone Number: [redacted]	**Work Telephone Number:**	**E-Mail Address:** [redacted]	

Name of Board, Commission, or Committee on which you would like to serve:
Beautification and Natural Resources Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I am extremely fortunate to live in Pacific Grove and along the most beautiful stretch of California's coastline. Preserving, maintaining, and improving this natural resource has been my passion as a resident for 26 years. It is my privilege to back to our community and ensure our parks, habitats and coastline are preserved for generations to come.

My community involvement includes decades of volunteer work to support Perkins Park, organize neighborhood volunteers, raise funds for ongoing maintenance, and serve on the Friends of Perkins Park Steering Committee.

Prior to moving full time to Pacific Grove, I was involved with Our Urban Forest in San Jose, planting over 100 street trees in the downtown and University neighborhoods. In addition, I worked to develop a partnership between neighborhoods, the City, and Caltrans to clean up and landscape the Highway 280 on/off ramps into downtown San Jose. This effort was recognized by the City, County and State governments as a model for public space beautification projects.

My professional background is in technology management building and leading teams to achieve shared vision and achievable plans. My working style is inclusive, respectful, and focused on solutions that consider diverse views. I hold a B.S. in Business Administration.

I look forward to expanding my involvement and appreciate you considering my application.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: [redacted]	**Date:** 12/19/24

FOR CITY USE ONLY Appointed to:

Appointment: _____ **Expiration:** _____ **Date of**
Reappointment: _____ **End of Term:** _____ **Date of**
Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

2024 DEC 17 A 11:41

CITY OF PACIFIC GROVE

Name: Ron Lloyd			
Street Address: [redacted]			
City: Pacific Grove		**State:** CA	**ZIP Code:** 93950
Residence Telephone Number: [redacted]	**Work Telephone Number:**	**E-Mail Address:** [redacted]	

Name of Board, Commission, or Committee on which you would like to serve:
Beautification and Natural Resources Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

The beauty of our local coastline and greenspaces is extraordinary and a large part of why we moved to Pacific Grove. I have a passion for preserving our coastal trail and access for the enjoyment of residents and tourists alike. As such, I helped found the Friends of Perkins Park advocacy group, focused on maintaining the vision that Hayes Perkins created for Perkins Park over 70 years ago. I also believe our other natural spaces (George Washington, Lover's Point, Rip van Winkle, the Butterfly Sanctuary) are beautiful, unique, and deserve constant stewardship. In terms of qualifications, I have a BS Engrg from Harvey Mudd College, 1980; and an MS Environmental Engineering and Science from Stanford, 2004. In the MS program, I studied coastal ecology and sustainability which makes me somewhat uniquely familiar with the challenges created by sea level rise from global warming.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applic [redacted] **Date:** 12/17/24

FOR CITY USE ONLY Appointed to: _____ **Date of Appointment:** _____ **Expiration:** _____ **Date of Reappointment:** _____ **End of Term:** _____ **Date**
Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Christine Walkingstick

Street Address: [redacted]

City: Pacific Grove	**State: CA**	**ZIP Code: 93950**

Residence Telephone Number: [redacted]	**Work Telephone Number:**	**E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: BNRC

I, Christine Walkingstick, am seeking reappointment to the BNRC after two successful years serving on the commission. This past year I was elected Chair and with this duty have guided the BNRC through the following:

1. City Council directed cooperation with Public Works on Title 12 Urban Forest and Trees ordinance revisions

2. Created positive working relationships within the Public Works Department

3. Monarch Sanctuary: Inspired a more timely maintenance plan and earlier release of the Monarch Sanctuary Creekside Report

4. Introduced SMART Goals

5. Collaborated with the City and Museum on two annual Monarch Neighborhood Meetings (2023/2024)

6. Initiated partnerships with other BCC's, specifically the EDC for a greater business district landscaping project

7. CIP submission and approval for new GWP signage and tree plantings and worked with Public Works for successful implementation

8. Smoother, more informed meetings guided by BCC Handbook instructions, Brown Act and Roberts Rules of Order.

9. Within the commission: Chair transparency, prompt commission communications, open consideration for agenda items, theme based meetings and a "plan ahead" strategy.

10. Continued Education: UC Master Gardener Certification 2024.

I look forward to serving the community of Pacific Grove on the BNRC for another 2 years.

Thank you,

Christine Walkingstick

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
PROF. Randel Scott Carlock

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]	NA	[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Economic Development Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant:	**Date:**
Randel carlock	6-17-24

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

Sandra, Thanks for the help.

I would like a chance to contribute to Pacific Grove's future, I am native Californian with strong roots to peninsula, my mother was a nurse at the old Carmel Hospital. I have no political or social agenda other than service and a strong belief in the power of business education and sound development strategies to support economic growth.

I have taught PhD, MBA, EMBA and MMI degrees as well as executive education and consulted on entrepreneurship and family business around the world. At INSEAD, the global Business School, I have taught on four continents at INSEAD's campuses in Paris, Beijing, Singapore, Abu Dhabi, and San Francisco.

I bought a cottage here 5 years ago, I have been living and working in Singapore but moving back to Pacific Grove September 1, 2024. I have a strong interest in economic development, and I have worked with countless projects on developing more sustainable businesses.

Here in PG, we must support local businesses like Winning Wheels Bike Shop, Paul's Bakery and the Stationery store because when they close, we all suffer. Additionally, we need to find innovative ways to get young people to launch new businesses in PG. We also need to create new market spaces like Paso Robles Studios on the Park, that draws people and expands the market for local art and creativity.

Instructor: Professor Randel S. Carlock

Dr. Randel S. Carlock is the first Berghmans Lhoist Chaired Emeritus Professor in Entrepreneurial Leadership and was the founding Director of the Wendel International Centre for Family Enterprise at INSEAD. He has an Executive MBA degree and his PhD explored fast growing entrepreneurial organizations. His training in family therapy started with a post graduate certification in family and marriage therapy at the Institute of Psychiatry, King's College of Medicine, University of London (1998) and a certificate in psychodynamic counselling at Birkbeck College, University of London (1999). He was awarded a Certificate in Family Business Advising with Fellow Status (2001) by the Family Firm Institute, Boston, MA (USA). He completed *The Art and Practice of Leadership Development* at the Harvard University Kennedy School of Government in 2011 and in 2015 *Strategic Family Therapy Training* at the Mental Research Institute in Palo Alto.



Carlock is internationally recognized for his research, teaching and advising on entrepreneurial and family business teaching leadership, strategy, and governance. Carlock is the author or co-author of seven books, his INSEAD case studies have sold over 25,000 copies and he has written chapters in two edited coaching books. His latest book, *A Family Business on the Moon,* was published in the Fall of 2018. Carlock has over 25 years of management and leadership experience serving as a CEO and Chairman of four companies he founded including a NASDAQ listed firm and as a director of two NASDAQ firms. He advises global business families and corporations on strategy, leadership development, family relationships and governance specializing in Asia, the Americas, Europe, and the Middle East. His corporate experience includes ABN AMRO, Apple, Baltic Brewing, Cargill, Carlson Companies, Chalhoub Group, Financial Times, GAP, HSBC, IBM, JP Morgan, Julius Bär, KPMG, Nippon Gakki (Yamaha), Petronas, Pictet, PWC, 3M, Target, UBS and the Wates Group.

CITY OF PACIFIC GROVE
www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Linda Michaels

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]	[redacted]	[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Economic Development Committee

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I have lived in Pacific Grove since 1972 and care deeply about the needs of the city and its downtown area. I understand the importance of developing and maintaining a viable business community within the City of Pacific Grove serving the needs of both residents and visitors alike.

I have been a licensed Realtor since 2012, and currently work as a Realtor at the Jones Group Real Estate in Pacific Grove. I have both residential and commercial sales experience.

My background is in advertising sales, where I used my skills developing radio and print advertising plans for businesses. Previously, I was leasing manager for Cannery Row Company. My job was to recruit businesses for the company holdings in Monterey, Pacific Grove, and San Jose, working towards the right fit for each shopping area. I have also sold businesses, and worked for Carmel Business Sales in both leasing and sales. I understand the needs of businesses, pertaining to demographics, co-tenancy, growth potential and acessibility.

I have written marketing strategy plans for businesses, including a mix of digital and traditional advertising methods, and social media. I have helped businesses create business plans including business opportunity market research, industry, target market, advertising, and projections.

I would honor the opportunity to serve the City, using my skills and background to help facilitate a viable downtown area, while providing the tax base upon which our City government depends.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: [redacted]	**Date:** 11-29-2024

FOR CITY USE ONLY App

Appointment: _____ **Expiration:** _____ **Date of**
Reappointment: _____ **End of Term:** _____ **Date of**
Certification of Appreciation Awarded: _____

Linda B. Michaels
[redacted]Pacific Grove, CA 93950
[redacted]ome
[redacted]cell
[redacted]

Highlights of Qualifications

Licensed California Real Estate Salesperson, #01872760 issued 11/2/2009
Certificate in Real Estate, Monterey Peninsula College, December 2008 GPA 3.5
Certified Paralegal, Center for Legal Studies, CSUMB February 2005
Member of Monterey County Association of Realtors

Professional Experience

REALTOR ®

The Jones Group, Coast and Country Real Estate, Realtor® SRES
January 2017 to Oct 2018 and January 2024 to present
David Lyng Real Estate, Carmel, Realtor®
October 2022 to December 2023
Premier Realty Associates, Realtor® SRES
Keller Williams Coastal Estates, Realtor® SRES
August 2013 to 2016 Completed IGNITE, BOLD training; Ongoing KW sales training.
Successfully representing buyers and sellers of homes on the Monterey Peninsula
Top Producer 2014 Bronze Sales Achievement
DeLuca Real Estate, Realtor®
January 2012 – August 2013, completed Ethics, Forms Training

Carmel Business Sales, California Salesperson Associate
January 2011 – March 2012
Licensed real estate professional matching buyers and sellers of local businesses
Estimate the value of a business; advertise it for sale without disclosing its identity; handle the initial potential buyer interview, discussions, and negotiations with prospective buyers.

Cannery Row Company, Leasing Manager, Commercial and Retail Properties
August 2005 – April 2009 - Leased over 60K sf of retail space resulting in revenues over $750K

Education and Training

Southern Illinois University, Carbondale, Illinois
Liberal Arts

Monterey Peninsula College, Monterey, California
Interior Design 1991; Business Communications, Fall 2001
Completed 21-unit Real Estate program in 2008
Real Estate Practices, Principles, Finance, Economics, Law, Appraisal, and Property Management
Received Certificate of Achievement in Real Estate with a 3.5 GPA

California State University, Monterey Bay, Center for Legal Studies
Paralegal Certification Program - completed February 2005.
Received West Legal Award for Outstanding Scholastic Achievement
Meets requirements of California Business and Professions Code §6450

Legal Document Preparation, Constitutional Law and Civil Liberties, Contracts and Uniform Commercial Code, Family Law, Mediation, Probate Wills and Trust, Estate Planning, Business Law Paralegal Practice, Entertainment Law, Criminal Law, and Bankruptcy Law.

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

2024 DEC -3 P 2:20

CITY OF PACIFIC GROVE

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Patrick Nevis			
Street Address: [redacted]			
City: Pacific Grove		**State:** CA	**ZIP Code:** 93950
Residence Telephone Number: [redacted]	**Work Telephone Number:**	**E-Mail Address:** [redacted]	

Name of Board, Commission, or Committee on which you would like to serve:
Planning Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

Please see attached resume.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: [redacted]	**Date:** 12/1/24

FOR CITY USE ONLY Ap

Appointment: _____ **Expiration:** _____ **Date of**
Reappointment: _____ **End of Term:** _____ **Date**
Certification of Appreciation Awarded: _____

PATRICK G. NEVIS

[redacted]
Pacific Grove, CA [redacted] cell

ENVIRONMENTAL AND LAND USE PLANNING WORK EXPERIENCE HIGHLIGHTS

- Principal, Nevis EnviroConsulting, (2022-Present) – Currently working to prepare initial CEQA documents for projects throughout California including San Benito, Yuba and Sutter counties (2022-present).

- Governor's Office of Business and Economic Development, (2015-2019) – Senior Permit Specialist for assisting private business clients with CEQA and land use permit processes; represented the office with the California Cannabis Commission and the Forest Management Task Force.

- Director of the California Office of Permit Assistance, (1999) - Worked with all divisions of the Trade and Commerce Agency to advise on project-related environmental and land use permit processes; developed policies and program recommendations.

- Negotiated with federal and San Francisco bay area air quality agencies (1990-1995; 1975-1978) on air quality plans and processes; represented the Air Resources Board Executive; reviewed and prepared comments on CEQA documents; awarded ***State Merit Award*** for improving ARB's environmental review process.

- Senior Environmental Planner, Brown and Caldwell Consulting, (1982-1989) - Managed project site selection, project planning, environmental assessment and permit assistance; negotiated contract and sub-consultant contracts; co-project manager for United Technologies' $250 million rocket propellant plant environmental report responsible for managing the work of 6 staff and 8 consulting firms and in obtaining County land use permits.

- Managed the California Department of Conservation's environmental project and policy review process, (1981-82) - Worked with all divisions of the Department to formulate environmental impact responses to projects and to develop policies having a statewide significance.

- Developed and implemented a streamlined CEQA process (1979-1980) for geothermal exploratory projects processed by the California Division of Oil and Gas; worked with industry, other State agencies, and local governments to find less environmentally sensitive drilling sites and have CEQA documents prepared and processed.

- California Legislative Analyst's Office, (1974-75) - Evaluated legislative bills related to planning and CEQA; reviewed the budget, projects and plans of the Governor's Office and Planning and Research.

- Patrick G. Nevis Consulting, (1973-1974; 1991-1994) – Developed an environmental consulting business originally based in Stockton, later in Sacramento. Clients included the City of Stockton, several businesses in Stockton, San Joaquin County, Sacramento County, and the City of Tracy; charter member of AEP.

EDUCATION

Master of Arts in Political Science, 1974; Drew University, Madison, New Jersey

Bachelor of Arts in Political Science, 1971; University of the Pacific, Stockton, California including semester studies at the University of Copenhagen and the United Nations

Associate of Arts, 1969; San Joaquin Delta College, Stockton, California

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Antony Tersol			
Street Address: [redacted]			
City: Pacific Grove		**State:** CA	**ZIP Code:** 93950
Residence Telephone Number: [redacted]	**Work Telephone Number:** [redacted]	**E-Mail Address:** [redacted]	

Name of Board, Commission, or Committee on which you would like to serve:
Economic Development Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I've started and grown businesses since 1977. First a company manufacturing in Bali, importing to the United States, and wholesaling to some 2000 retailers across the country and exporting to Canada, the Caribbean and Europe. My next business was selling equipment for video production and operating a video editing studio. In 2001 I started working with a solar energy installing company, which I moved to Pacific Grove. I'm applying to the EDC with the idea of helping the City transition to replacing the EDC with a staff liaison. I am fully cognizant that my term may be shorter than 2 years. If the Council decides that the EDC has become an effective body and should remain, I will strive to effectively contribute to its mission. If the EDC does not seem to be fulfilling it's mission, I reserve the right to resign short of my full term.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: [redacted]	**Date:** 12/20/2024

FOR CITY USE ONLY Appointed to: _____ **Date of Appointment:** _____ **Expiration:** _____ **Date of Reappointment:** _____ **End of Term:** _____ **Date Certification of Appreciation Awarded:** _____

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Robin Venuti

Street Address: [redacted]

City: Pacific Grove	**State: CA**	**ZIP Code: 93950**

Residence Telephone Number:	**Work Telephone Number:** [redacted]	**E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: EDC

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

My late husband, Joe Rock was very involved in City Committees. In fact, as I was working out of the city and gone all day, he used to tell me that I didn't know PG. For most of my professional life, I was a fundraiser or Executive Director in organizations outside of Pacific Grove. These include:

- **Carmel Bach Festival where I established the Business Partners program**
- **York School**
- **National Steinbeck Center - working with businesses to market the NSC as a local and tourist downtown destination**
- **Monterey Museum of Art where I created business partners for Third Thursdays at the MMA**
- **Monterey Peninsula College Foundation (ED)**
- **Montage Health Foundation**

When Joe passed, I knew I did not want to work in the hospital setting anymore but wanted to be more involved in my community and my recent role as Grandmother.

Joe and I bought our house on Caledonia in 1985 and raised our kids here. Since he was an architect, you can imagine that we have done additions and renovations over the years. I count my blessings to have this house and to be here in Pacific Grove.

While Joe was ill, I got my real estate license. Both my parents were realtors and so knew the landscape of what that meant. Now I realize I should have done this while he was alive. He would have been so helpful! I am so pleased to be with Amber Russell at Over the Moon Realty – three blocks from my house.

Having spent the last year on the EDC I was the lead in the 2024 Discover Pacific Grove Concert series that took place last July, August and September in Jewell Park during First Fridays. The goal of the program was to encourage people to come downtown and to patronize commerce in the downtown area before or after the

concerts. I would like to be involved with the 2025 concert series as I have the most experience with the event. As a business owner/manager, I submit my application for the Economics Committee because I want to give back and be involved. I hope you will seriously consider my application.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: Date:

FOR CITY USE ONLY Appointed to:

_____ Date of Appointment: _____ Expiration: _____ Date of Reappointment: _____ End of Term: _____ Date Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Dionne Ybarra

Street Address:
[redacted]

City:	State:	ZIP Code:
Pacific Grove	CA	93950

Residence Telephone Number:	Work Telephone Number:	E-Mail Address:
[redacted]		[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
DEI

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

Former Commisioner on the Civil Rights Commission for Monterey County and the Commission on the Status for Women for Monterey County.

Due to travel outside of the United States Currently I am unable to sign this document due to limited access to tech.

I ask for permission to sign this document when I return on December 24, 2024.

Many thanks, Dionne Ybarra, December 11, 2024

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant:	Date:

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

2024 DEC 12 P 12:04

CITY OF PACIFIC GROVE

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Lydia S. Collins

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]		[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Historic Resources Committee

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I have previously served two terms in the joint ARB/HRC position. During the pandemic, I decided to close my business, Turn Key Design, after thirteen years of working on both interior and exterior projects on homes in PG, Monterey, Carmel and Pebble Beach. Despite being retired from the field, I maintain an active interest in the built environment of our community.

Our historic structures contribute so much to the charm and character of Pacific Grove, and I would appreciate the opportunity to be involved in their care, preservation and optimization. Chautauqua Hall, for example, has so much unrealized potential as a valuable asset to both the city and its residents. Additionally, our Community Center is under-appreciated as an example of municiple mid-century architecture. As a frequent visitor to Palm Springs, particularly during Modernism Week, I have an understanding and respect for this style. With proper care and appropriate landscaping, the Community Center could be a much more attractive building!

I have a B.A. degree from Salisbury State University and participated in the Interior Design program at Monterey Peninsula College. I appreciate your consideration for appointment to the HRC.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant [redacted]	**Date:** 11 Dec 2024

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Kimberly Pye			
Street Address: [redacted]			
City: Pacific Grove		**State:** CA	**ZIP Code:** 93950
Residence Telephone Number: [redacted]	**Work Telephone Number:** [redacted]	**E-Mail Address:** [redacted]	

Name of Board, Commission, or Committee on which you would like to serve:
DEI

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I am an attorney at a national law firm, and a bonus-mom to 6-year-old girl. I have a background in non-profit law, where I practiced family law and general civil litigation in one of the poorest neighborhoods of San Francisco. It is important to me that Kiddo grows up in a world that is safe for her and her friends. While my practice is much different now, and I work from home in a city that is far more welcoming than most, the climate calls for action and participation. I moved to Pacific Grove for my own safety and mental health, and this is an opportunity to repay my community.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: [redacted]	**Date:** 11/14/2024

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**
Reappointment: _____ **End of Term:** _____ **Date**
Certification of Appreciation Awarded: _____

KIMBERLY D. PYE
[redacted] Pacific Grove, California 93950
[redacted]

EXPERIENCE

Wilson Elser Moskowitz Edelman & Dicker LLP San Francisco, CA
Associate Attorney February 2021 – Present
Insurance coverage and litigation attorney representing and advising individuals and corporations. Practicing primarily in insurance coverage, with experience counseling insurance carriers in coverage disputes and bad faith litigation.

Bamboo Reef Dive Centers Monterey, CA
Divemaster & Tour Guide October 2021 – Present
Divemaster support for open water certification courses and private dive tour guide for groups and individuals.

Yaron & Associates Oakland, CA
Associate Attorney November 2018 – January 2021
Analyzed third-party insurance contracts/policies to determine coverage. Drafted pleadings, motions, and discovery for declaratory relief and bad faith actions in state and federal courts. Researched and drafted memoranda and correspondence on insurance coverage, contract, discovery, and other legal issues for complex civil litigation.

Robert Half Legal / Barulich Dugoni & Suttmann Law Group, Inc. San Mateo, CA
Document Review Attorney (temporary contract) July 2018 – November 2018
Reviewed and categorized documents in response to discovery request for taxpayer plaintiff's federal tax penalty case.

Open Door Legal San Francisco, CA
Litigation Attorney September 2017 – May 2018
As the litigation attorney, I worked closely with our other teams to increase affirmative litigation capacity in all practice areas. I managed all civil harassment restraining orders, prepared clients for small claims court, and participated in the California Public Utilities Commission Intervenor Compensation Program on cases that impacted our neighborhood.

Open Door Legal San Francisco, CA
Staff Attorney (Family Law) January 2017 – September 2017
As the family law attorney, I performed intakes, assessed cases, attended hearings, managed interns, and worked closely with outside volunteers to assist clients within our service area.

Open Door Legal San Francisco, CA
Post-Bar Volunteer Family Law Clerk September 2016 – January 2017
Supported the family law team with divorce, child custody and visitation, domestic violence restraining orders, and child support.

Tax Appeals Assistance Program (TAAP) San Francisco, CA
Legal Extern January 2016 – May 2016
Provided legal assistance to clients in tax disputes before the California Franchise Tax Board and Board of Equalization.

Eviction Defense Collaborative San Francisco, CA
Volunteer Law Clerk/RADCo Loan Coordinator May 2015 – July 2015
Lead mandatory settlement conference workshop for tenants at the Superior Court of California. Interviewed and counseled tenants facing eviction. Managed cases for tenants seeking rental assistance.

Open Door Legal San Francisco, CA
Legal Intern/Case Manager August 2014 – November 2014
Provided direct legal services to clients. Handled more than 20 cases, dealing with evictions, habitability, breach of contract, and name changes. Wrote small claims briefs and negotiated with outside attorneys.

That's PRD Magazine Shenzhen, China
Freelance Writer November 2010 – August 2012
Conducted monthly interviews and business reviews for English-language lifestyle magazine.

Informa Research Services Calabasas, CA
Editor/Quality Assurance Specialist May 2010 – October 2010
Edited competitive intelligence and market research surveys according to house style.

Wintergreen Orchard House Westford, MA
Editor/Researcher/Copywriter June 2007 – September 2009
Researched college date and edited for publication. Wrote catalog copy for new products.

EDUCATION

Golden Gate University School of Law, San Francisco, CA
Doctor of Jurisprudence, May 2016.

California State University, Northridge, CA
Graduate Certificate in Business Administration, August 2010

University of Massachusetts, Lowell, MA
Bachelor of Arts in English Composition, June 2007

CAREER HIGHLIGHTS & HONORS

Panelist, Strafford, August 2024
"CGL Coverage for Property Damage Resulting From Defective Work: Your Product and Your Work Exclusions"

Super Lawyers Rising Star, Northing California, 2024

Super Lawyers Rising Star, Northing California, 2023

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

2024 DEC -5 P 3:31

CITY OF PACIFIC GROVE

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Ségolène Rubin

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]		[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Task Force on Diversity, Equity, and Inclusion

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

My background is international. I am from Paris and, right after a Business degree, I decided to volunteer during 2 years to take care of persons with developmental disabilities in Dominican Republic. I am always touched by people in need and, throughout my professional career, I volunteered on different levels to ensure minorities would have a voice.

Some concrete examples:

- While working for Bristol Libraries in the UK I started and developed a LGBTQ+ book club, so members of the community could see themselves represented across the 27 branches.
- While working for Salinas Libraries I decided to help, in Spanish, members of the Hispanic/Latinx community to study for their American Citizenship. I had taken mine a few years before and know how difficult it can be.
- In my current position I work with our Institutional Justice, Equity, Diversity, & Inclusion Officer to ensure that our library collections include material for and about underrepresented groups.

As a minority myself, I know first hand the importance of Diversity, Equity, and Inclusion initiatives. I know the harm that good people with good intentions can inflict on minorities, by lack of awareness and/or knowledge.
The DEI initiatives are important for the whole of the community, when a member of the community thrives all the community thrives. And Pacific Grove shall be thriving.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: [redacted]	**Date:** 12/05/2024

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

Ségolène Rubin
[redacted]
Pacific Grove, CA 93950
Cell: (831) [redacted]
Email: [redacted]

Education

September 2000 – January 2004: Certificate at SFSU in Internet Technologies.
(MSP / SFSU – San Francisco, CA)
1990: Business degree in International Economic and Marketing studies, at International Commerce Academy. (ACI – Paris, France).

Professional Accomplishments

COLLECTIONS ASSOCIATE, Middlebury Institute of International Studies at Monterey, August 2022-current
In charge of the Acquisitions and the Catalogue of the MIIS Library.

LIBRARY TECHNICIAN, Salinas Public Libraries, May 2017-August 2022
In Technical services and Circulation.

MAIL CARRIER, USPS, Pacific Grove CA, 2015-2016
I relocated permanently to Pacific Grove in 2015 and, whilst waiting for a library position, decided that delivering the mail would be a perfect way to discover the city and its community.

LIBRARY ASSISTANT, Bristol Libraries, UK, 2006-2014

TEACHING ASSISTANT, San Francisco State University, CA, 2000-2004.
Multimedia Studies Program (MSP)

SYSTEM ANALYST, SI2, Paris, France, 1998-2000.
Choosing system architectures, managing projects.

LOGISTICIAN, TVRS 98, Paris, France, 1996-1998.
Organization and logistics for the international broadcast teams for the 1998 Football World Cup.

MANAGER AND TEACHER, French School, Las Terrenas, Dominican Republic, 1994-1996.
Organization and development of a new branch of the French school in Dominican Republic.

BOOKSELLER AND REVIEWER, Librairie Pinault, Paris, France, 1992-1994.
Selling rare and antique books to international customers.

VOLUNTEER SUPERVISOR, El Arca, Santo-Domingo, Dominican Republic, 1990-1991.
Organization and development of a residential home and a workshop for persons with developmental disabilities.

Fluent in French, English and Spanish.

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name: Tim David

Street Address: [redacted]

City: Pacific Grove | **State:** Ca | **ZIP Code:** 93950

Residence Telephone Number: [redacted] | **Work Telephone Number:** | **E-Mail Address:** [redacted]

Name of Board, Commission, or Committee on which you would like to serve: Traffic Safety Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets):

Please attached statement

CITY OF PACIFIC GROVE
2024 DEC -4 P 1:27
CITY CLERK'S OFFICE

Signature of Applica [redacted] **Date:** 11/16/2024

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

Dear Mayor Smith,

I am respectfully requesting your consideration for appointment to the Pacific Grove Traffic Safety Commission.

I am a retired law enforcement executive with 33 years of experience. During the course of my career I had the duty and responsibility to enforce the California Vehicle Code. Additionally, I investigated countless traffic accidents and completed a number of traffic safety training courses.

Later in my career I served as Traffic Commander, overseeing a full-time traffic unit consisting of myself, two supervisors and 14 traffic officers.

The traffic unit was responsible for all traffic related enforcement and investigations including fatal accidents in a city of more than 200,000, with an unfortunate annual traffic fatality rate of 15 per year. The traffic unit was also responsible for application and management of traffic related grants from the California Office of Traffic Safety.

My wife and I have been Pacific Grove residents for 16 years. As a grandparent with two young grandchildren attending PGUSD schools, traffic safety remains a top concern.

I would appreciate the opportunity to participate on the Traffic Safety Commission in a collaborative effort to make Pacific Grove as safe as possible and as safe as our residents deserve.

Thank you for your consideration.

Respectfully,

[redacted]

Tim David

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Michael Gunby

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]		[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Traffic Safety Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume Is Desirable):

I am the current chairman of the Traffic Safety Commission and was appointed to the Traffic Safety Commission in December 2022 and have served my first term on the TSC since Feburary 2023. I was elected Vice-Chairman in February 2023. I was elected Chairman in February 2024. I would like to continue to serve another term. Thank you.

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Appl [redacted] **Date:** 12/6/24

FOR CITY USE ONLY Appointed to:

Appointment: _____ **Expiration:** _____ **Date of**
Reappointment: _____ **End of Term:** _____ **Date of**
Certification of Appreciation Awarded: _____

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

2024 DEC 13 P 1:30

CITY OF PACIFIC GROVE

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Carl Tony Prock

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]	[redacted]	[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Traffic Safety Commission

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

- Traffic Safety Commissioner for past six years and eight years before that
- Current VP of Pacific Grove Police Cititens' Academy Alumni Association. Past president for 15 years.
- Retired 2002 as Product Marketing Manager
- Education: MBA, BA in Business, AS in Electronics, PG High School Graduate

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant: [redacted]	**Date:** 12/12/2024

FOR CITY USE ONLY Appointed to: _____ **Date of**

Appointment: _____ **Expiration:** _____ **Date of**

Reappointment: _____ **End of Term:** _____ **Date**

Certification of Appreciation Awarded: _____

Agenda No. 10 A

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: January 15, 2025

SUBJECT: Diversity, Equity and Inclusion Meeting Minutes: October 14, 2024

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

RECOMMENDATION

Receive minutes.

Attachments

DEI Minutes 10-14-24

MEETING MINUTES

CITY OF PACIFIC GROVE

TASK FORCE ON DIVERSITY, EQUITY, AND INCLUSION

REGULAR MEETING

Monday, October 14, 2024, 6:00 P.M.

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

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

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

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

3. **PRESENTATIONS**

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

5. **COUNCIL LIAISON ANNOUNCEMENTS**

6. **GENERAL PUBLIC COMMENT**
General public comment received from Mike Gibbs, Vince Tuminello, Carol Marquart, Sue Parris, Segolene, Inge Lorentzen Damer, and Beth Walker.

   A. Written General Public Comment

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

   A. Minutes of the Task Force on Diversity, Equity and Inclusion September 9, 2024 Meeting
   Action: Approved minutes.
   CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

8. **REGULAR AGENDA**

   A. Appointments of Work Plan Subcommittee
   Public comment received from Mike Gibbs and Sue Parris.

   Action: Upon motion by Task Force Member Doneux and seconded by Vice-Chair Fryberger, the Task Force voted 3-0 to appoint Task Force on Diversity, Equity and Inclusion (DEI)

Work Plan Subcommittees as follows:

- Cultural Calendar Subcommittee Lead of Member Doneux
- Webpage Resources Lead of Chair Bui
- Outreach Subcommittee Lead of Vice Chair Fryberger

9. **NEXT MEETING -** ***December 9, 2024 at 6:00 PM***

10. **ADJOURNMENT**
The meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Sandra Kandell
City Clerk/DEI Coordinator

Approved by Chair:_____Date_____

Agenda No. 10 B

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Garrett McCown, Associate Planner & RFP Coordinator

MEETING DATE: January 15, 2025

SUBJECT: Historic Resources Committee Meeting Minutes: August 2024 through November 2024

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

RECOMMENDATION

Receive minutes.

Attachments

HRC Minutes 8.28.2024

HRC Minutes 9.25.2024

HRC Minutes 10.23.2024

HRC Minutes 11.20.2024

NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE
APPROVED MINUTES

REGULAR MEETING AGENDA

Wednesday, August 28, 2024, 3:00 P.M.

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

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

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

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

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

AGENDA

1. **CALL TO ORDER & ROLL CALL**
Chair Anton called the meeting to order at 3:00pm. Chair Anton conducted roll call with the following members present in the Chamber: Chair Anton, Vice Chair Steres, committee members Grannis, Greening, and Bicket.

2. **APPROVAL OF AGENDA**
ACTION: Upon motion by Vice Chair Steres and seconded by member Bicket, the committee voted to approve the agenda.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Vice Chair Steres, Committee member Grannis, Bicket, and Greening

NOES: None
ABSENT: None

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

Director Vaughn made announcements.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Mayor Peake made announcements.

5. **GENERAL PUBLIC COMMENT**

None

A. Written General Public Comment

Anthony Billeci
Leslie Anderson
Inge Lorentzen Daumer

CONSENT AGENDA

6. REPORTS FOR INFORMATION ONLY

None

7. REPORTS REQUIRING ACTION

A. Minutes of the July 24, 2024 Historic Resources Committee Regular Meeting.

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve the minutes of the July 24, 2024 Historic Resources Committee Regular Meeting.

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

B. Initial Historic Screening (IHS) 24-0172 for 910 Ruth Court (APN 006-634-025).

Zoning District/General Plan Designation: R-1/ Medium Density Residential (7.3 du/ac)

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Staff recommends that the Historic Resources Committee recommend to the Community Development Director that the property known as 910 Ruth Court, is not eligible for the Historic Resources Inventory based on review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation indicating the property does not exhibit the architectural characteristics of the styles described in Section 7.3 of the General Plan or Section IV of the Historic Context Statement.

Reference: Garrett McCown, Associate Planner

C. Initial Historic Screening (IHS) 24-0176 for 941 Balboa Avenue (APN 006-033-001).

Zoning District/General Plan Designation: R-1/ Medium Density Residential (7.3 du/ac)

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Staff recommends that the Historic Resources Committee recommend to the Community Development Director that the property known as 941 Balboa Avenue, is not eligible for the Historic Resources Inventory based on review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation indicating the property does not exhibit the architectural characteristics of the styles described in Section 7.3 of the General Plan or Section IV of the Historic Context Statement.

Reference: Garrett McCown, Associate Planner

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

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Vice Chair Steres, Committee member Grannis, Bicket, and Greening

NOES: None

ABSENT: None

REGULAR AGENDA

8. PUBLIC HEARINGS

A. Architectural Permit (AP) 24-0044 for 685 Mermaid Avenue (APN: 006-085-003-000).

Zoning District/General Plan Designation: R-3-PGB/High Density Residential 24.8 du/ac

Coastal Zone: Yes

Historic Resources Inventory: Yes

CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation

Recommended Action: Staff recommends that the Historic Resources Committee recommend the Planning Commission approve Architectural Permit (AP) 24-0044 subject to the recommended findings, conditions of approval, and Class 1 and Class 31 Categorical Exemptions (CEQA Guidelines Sections 15301, Existing Facilities, and 15331, Historical Resource Restoration/Rehabilitation).

Reference: Garrett McCown, Associate Planner

Senior Planner, Aaron Campbell, presented staff report.

Project Architect, Charlie Hornisher, presented report.

Public Comment:

Kent Seavey
Leslie Anderson
Anthony Belleci
Linda Downham
David Thorson
Cindy Belleci
Inge Lorentzen Daumer
Lisa Ciani
Dean Kasparian

ACTION: Upon motion by member Greening and seconded by Chair Anton, the committee voted to recommend approval of the plans as presented to the Planning Commission.

Motion carried 3-2, by the following vote:

AYES: Chair Anton, Vice Chair Steres, and committee member Greening

NOES: Bicket, Grannis

ABSENT: None

B. Architectural Design Change (ADC) 24-0187; 728 Lighthouse Ave (APN 006-146-004)

Zoning District/General Plan Designation: R-4

Coastal Zone: No

Historic Resources Inventory: Yes

CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation

Recommended Action: Staff recommends the Historic Resources Committee approve Architectural Design Change (ADC) 24-0187 subject to findings, conditions of approval, and CEQA Guidelines §15331, Class 31, Categorical Exemption for Historical Resources Restoration/Rehabilitation.

Reference: Aaron Campbell, Senior Planner

Senior Planner, Aaron Campbell, presented staff report.

Project architect, Hunter Eldridge, presented report.
Project owner, Della Flint, presented.

Public Comment:
Lisa Ciani
Inge Lorentzen Daumer

ACTION: Upon motion by Vice Chair Steres and seconded by member Bicket, the committee voted to approve the revised design of 728 Lighthouse Avenue as presented.

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

AYES: Chair Anton and Vice Chair Steres, Committee member Bicket

NOES: None
ABSENT: None
RECUSED: Committee members Grannis and Greening

9. **CONTINUED AND ONGOING BUSINESS**

None

10. **NEW BUSINESS**

None

11. **PRESENTATIONS**

None

12. **NEXT MEETING - September 25, 2024**

13. **ADJOURNMENT**

4:32 pm

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

NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE
APPROVED MINUTES

REGULAR MEETING AGENDA

Wednesday, September 25, 2024, 3:00 P.M.

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

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

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

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

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

AGENDA

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

   Chair Anton called the meeting to order at 3:00pm. Chair Anton conducted roll call with the following members present in the Chamber: Chair Anton, Vice Chair Steres, committee members Greening, and Bicket. Member Grannis was absent.

2. **APPROVAL OF AGENDA**

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

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

   AYES: Chair Anton, Vice Chair Steres, Committee members Bicket, and Greening

   NOES: None
   ABSENT: Grannis

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

   Chair Anton made announcements.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Mayor Peake made announcements.

5. **GENERAL PUBLIC COMMENT**

Tony Ciani

A. Written General Public Comment

Tony Ciani

CONSENT AGENDA

6. REPORTS FOR INFORMATION ONLY

None

7. REPORTS REQUIRING ACTION

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

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

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

AYES: Chair Anton, Vice Chair Steres, Committee members Bicket, and Greening

NOES: None

ABSENT: Grannis

REGULAR AGENDA

8. **PUBLIC HEARINGS**

A. Deletion of 141 Monterey Avenue (APN 006-201-006) from the City's Historic Resources Inventory (HRI)

Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove the property from the HRI due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Public Comment:

Lisa Ciani

Inge Lorentzen Daumer

Tony Ciani

ACTION: Upon motion by Vice Chair Steres and seconded by member Bicket, the committee voted to retain 141 Monterey Avenue on the HRI.

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

AYES: Chair Anton and Vice Chair Steres, Committee members Bicket and Greening

NOES: None
ABSENT: Grannis

RECUSED: None

B. Deletion of 143 Monterey Avenue (APN 006-201-005) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGB/High Density Residential 19.8 du/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove the property from the HRI due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Public Comment:

Inge Lorentzen Daumer

Lisa Ciani

Tony Ciani

ACTION: Upon motion by Chair Anton and seconded by Vice Chair Steres, the committee voted to remove 143 Monterey Avenue from the HRI and consider for the neighborhood character list.

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

AYES: Chair Anton and Vice Chair Steres, Committee members Bicket and Greening

NOES: None
ABSENT: Grannis
RECUSED: None

C. Deletion of 159 Monterey Avenue (APN 006-209-009) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove the property from the HRI due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Public Comment:

Inge Lorentzen Daumer

Lisa Ciani

Tony Ciani

ACTION: Upon motion by Vice Chair Steres and seconded by member Greening, the committee voted to retain 159 Monterey Avenue on the HRI.

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

AYES: Chair Anton and Vice Chair Steres, Committee members Bicket and Greening

NOES: None
ABSENT: Grannis
RECUSED: None

D. Deletion of 143 11th Street (APN 006-195-006) from the City's Historic Resources

Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove the property from the HRI due to the loss of Historic Integrity based on the Page & Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Ariana Mora, Associate Planner

Associate Planner, Ariana Mora, presented staff report.

Public Comment:

Inge Lorentzen Daumer

Lisa Ciani

ACTION: Upon motion by member Bicket and seconded by member Greening, the committee voted to remove 143 11th Street from the HRI.

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

AYES: Chair Anton and Vice Chair Steres, Committee members Bicket and Greening

NOES: None
ABSENT: Grannis

RECUSED: None

E. Deletion of 311 Lobos Ave (APN: 006-307-012) from the City's Historic Resources Inventory (HRI)

Zoning District/General Plan Designation: R-1/ Medium Density Residential 12.1 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action:
Staff recommends that the Historic Resources Committee remove the property from the HRI due to the loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Ariana Mora, Associate Planner

Associate Planner, Ariana Mora, presented staff report.

Public Comment:

Lisa Ciani

Inge Lorentzen Daumer

Tony Ciani

ACTION: Upon motion by member Greening and seconded by Vice Chair Steres, the committee voted to remove 311 Lobos Avenue from the HRI and consider for the neighborhood character list.

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

AYES: Chair Anton and Vice Chair Steres, Committee members Bicket and Greening

NOES: None
ABSENT: Grannis
RECUSED: None

F. Deletion of 145 Carmel Avenue (APN 006-194-007) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove the property from the HRI due to the loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Ariana Mora, Associate Planner

Associate Planner, Ariana Mora, presented staff report.

Property owner, Les Schwartz, presented.

Public Comment:

Tony Ciani

Inge Lorentzen Daumer

Lisa Ciani

ACTION: Upon motion by member Greening and seconded by Chair Anton, the committee voted to retain 145 Carmel Avenue on the HRI due to the property maintaining its integrity.

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

AYES: Chair Anton and Vice Chair Steres, Committee members Bicket and Greening

NOES: None
ABSENT: Grannis
RECUSED: None

9. **CONTINUED AND ONGOING BUSINESS**

None

10. **NEW BUSINESS**

None

11. **PRESENTATIONS**

None

12. **NEXT MEETING - October 23, 2024**

13. **ADJOURNMENT**

4:25pm

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

NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE
APPROVED MINUTES

REGULAR MEETING AGENDA

Wednesday, October 23, 2024, 3:00 P.M.

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

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

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https://www.cityofpacificgrove.org/Zoom_HRC

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

AGENDA

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

   Chair Anton called the meeting to order at 3:00pm. Chair Anton conducted roll call with the following members present in the Chamber: Chair Anton, committee members Greening, and Bicket. Vice Chair Steres was absent.

2. **APPROVAL OF AGENDA**

   ACTION: Upon motion by member Grannis and seconded by member Bicket, the committee voted to approve the agenda.

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

   AYES: Chair Anton, Committee members Bicket, Grannis and Greening

   NOES: None
   ABSENT: Vice Chair Steres

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

   Chair Anton made announcements.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Mayor Peake made announcements.

5. **GENERAL PUBLIC COMMENT**

None

A. Written General Public Comment

None

CONSENT AGENDA

6. REPORTS FOR INFORMATION ONLY

None

7. REPORTS REQUIRING ACTION

A. Minutes of the September 25, 2024, Historic Resources Committee Regular Meeting

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve the minutes of the September 25, 2024, Historic Resources Committee Regular Meeting.

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

B. Initial Historic Screening (IHS) 24-0239 for 1138 Ripple Avenue (APN 006-051-019).

Zoning District/General Plan Designation: R-1-H/ Medium Density Residential (7.3 du/ac)

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Staff recommends that the Historic Resources Committee recommend to the Community Development Director that property located at 1138 Ripple Avenue, is not eligible for the Historic Resources Inventory based on review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation indicating that the property does not exhibit the architectural characteristics of the styles described in Section 7.3 of the General Plan or Section IV of the Historic Context Statement.

Reference: Garrett McCown, Associate Planner

C. Adoption of HRC Resolution No. 24-001

Reference: Garrett McCown, Associate Planner

Recommended Action: Adopt Resolution 24-001 recording the actions of the Historic Resources Committee hearings whereby historic determinations were made based on the recommendations of the Historic Resources Inventory Update Survey.

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

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

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

AYES: Chair Anton, Committee members Bicket, Grannis, and Greening

NOES: None

ABSENT: Vice Chair Steres

REGULAR AGENDA

8. **PUBLIC HEARINGS**

A. After-the-Fact Architectural Permit (AP) 20-0044, 212, 214, & 216 Fountain Avenue, Pacific Grove (APN 006-283-008)

Zoning District/General Plan Designation: C-D / D

Coastal Zone: No

Historic Resources Inventory: Yes

CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation

Recommended Action: Approve the After-the-Fact Architectural Permit subject to the recommended findings, conditions of approval, and Class 1 and Class 31 Categorical Exemptions (CEQA Guidelines Sections 15301, Existing Facilities, and 15331, Historical Resource Restoration/Rehabilitation).

Reference: Joseph Sidor, Contract Planner

Contract Senior Planner, Joe Sidor, presented staff report.

Mark O' Connor, owners' representative, presented report.

Public Comment:

Inge Lorentzen Daumer

ACTION: Upon motion by member Grannis and seconded by member Greening, the committee voted to approve "After-the-Fact" Architectural Permit (AP) 20-0044.

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

AYES: Chair Anton, Committee members Bicket, Grannis, and Greening

NOES: None
ABSENT: Vice Chair Steres
RECUSED: None

B. Deletion of 151 12th Street (APN 006-198-001) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove 151 12th Street from the HRI due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Public Comment:
Inge Lorentzen Daumer
Lisa Ciani

ACTION: Upon motion by member Greening and seconded by member Bicket, the committee voted to retain 151 12th Street on the HRI.

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

AYES: Chair Anton, Committee members Bicket, Grannis, and Greening

NOES: None
ABSENT: Vice Chair Steres
RECUSED: None

C. Deletion of 155 12th Street (APN 006-198-010) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove the property from the HRI due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Public Comment:
Inge Lorentzen Daumer
Lisa Ciani

ACTION: Upon motion by member Bicket and seconded by member Greening, the committee voted to retain 155 12th Street on the HRI.

Motion carried 3-1-1, by the following vote:

AYES: Chair Anton, Committee members Bicket, and Greening

NOES: Member Grannis
ABSENT: Vice Chair Steres
RECUSED: None

D. Deletion of 148 14th Street (APN: 006-177-002) from the City's Historic Resources Inventory (HRI)

Zoning District/General Plan Designation: R-3-PGR/High Density Residential up to 19.8 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove the property from the HRI due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Ariana Mora, Associate Planner

Associate Planner, Ariana Mora, presented staff report.

Public Comment:
Lisa Ciani

ACTION: Upon motion by member Grannis and seconded by member Greening, the committee voted to remove 148 14th Street from the HRI.

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

AYES: Chair Anton, Committee members Bicket, Grannis, and Greening

NOES: None
ABSENT: Vice Chair Steres
RECUSED: None

E. Deletion of 150 14th Street (APN: 006-177-005) from the City's Historic Resources Inventory (HRI)

Zoning District/General Plan Designation: R-3-PGR/High Density Residential up to 19.8 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove the property from the HRI due to loss of Historic Integrity based on the 1977 DPR, Page and Turnbull Survey, review of property files, Sanborn maps, and the June 27, 2019, determination of ineligibility as a "Historic Resource."

Reference: Ariana Mora, Associate Planner

Associate Planner, Ariana Mora, presented staff report.

Public Comment:
Lisa Ciani

ACTION: Upon motion by member Greening and seconded by member Bicket, the committee voted to remove 150 14th Street from the HRI.

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

AYES: Chair Anton, Committee members Bicket, Grannis, and Greening

NOES: None
ABSENT: Vice Chair Steres
RECUSED: None

9. **CONTINUED AND ONGOING BUSINESS**

None

10. **NEW BUSINESS**

None

11. **PRESENTATIONS**

None

12. **SPECIAL MEETING - November 20, 2024 at 1:00pm**

13. **ADJOURNMENT**

3:47pm

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

NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE
APPROVED MINUTES

SPECIAL MEETING AGENDA

Wednesday, November 20, 2024, 1:00 P.M.

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

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

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https://www.cityofpacificgrove.org/Zoom_HRC

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

AGENDA

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

   Chair Anton called the meeting to order at 3:00pm. Chair Anton conducted roll call with the following members present in the Chamber: Chair Anton, Vice Chair Steres, committee members Greening, and Bicket. Member Grannis arrived at 3:15 p.m.

2. **APPROVAL OF AGENDA**

   ACTION: Upon motion by Vice chair Steres and seconded by member Greening, the committee voted to approve the agenda.

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

   AYES: Chair Anton, Vice chair Steres, Committee members Bicket, and Greening

   NOES: None
   ABSENT: Grannis

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

   Chair Anton made announcements.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Mayor Peake made announcements.

5. **GENERAL PUBLIC COMMENT**

Tony Ciani

A.

Written General Public Comment

Reference: Garrett McCown, Associate Planner

Recommended Action: Receive Written Public Comments

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

CONSENT AGENDA

6. REPORTS FOR INFORMATION ONLY

None

7. REPORTS REQUIRING ACTION

A. Minutes of the October 23, 2024, Historic Resources Committee Regular Meeting

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve the minutes of the October 23, 2024, Historic Resources Committee Regular Meeting.

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

B. Adoption of HRC Resolution No. 24-002

Reference: Garrett McCown, Associate Planner

Recommended Action: Adopt Resolution 24-002 recording the actions of the Historic Resources Committee hearing whereby historic determinations were made based on the recommendations of the Historic Resources Inventory Update Survey.

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

ACTION: Upon motion by member Bicket and seconded by Vice Chair Steres, the committee voted to approve the consent agenda.

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

AYES: Chair Anton, Vice chair Steres, Committee members Bicket, and Greening

NOES: None

ABSENT: Grannis

REGULAR AGENDA

8. **PUBLIC HEARINGS**

A. Architectural Permit (AP) and Administrative Use Permit (AUP) 24-0136, 542 Lighthouse Avenue, Pacific Grove (APN 006-173-003)

Zoning District/General Plan Designation: C-1-T / D

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Approve the Architectural Permit and Administrative Use Permit subject to the recommended findings, conditions of approval, and Class 1 Categorical Exemption (CEQA Guidelines Sections 15301, Existing Facilities).

Reference: Joseph Sidor, Contract Planner

Contract Senior Planner, Joe Sidor, presented staff report.

Public Comment:
Lisa Ciani
Tony Ciani
Inge Lorentzen Daumer

ACTION: Upon motion by member Bicket and seconded by member Grannis, the committee voted to continue Architectural Permit (AP/AUP) 24-0136 to December 18, 2024 HRC Special Meeting and provide a comparison sheet showing proposed antennas with the screening and without the screening.

Motion carried 5-0, by the following vote:

AYES: Chair Anton, Vice Chair Steres, Committee members Bicket, Grannis, and Greening

NOES: None
ABSENT: None
RECUSED: None

B. Page and Turnbull recommendation to delete 835 Bayview Ave (APN: 006-133-007) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-1/ Medium Density Residential 12.1 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove 835 Bayview Avenue from the Historic Resources Inventory (HRI) due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Ariana Mora, Associate Planner

Associate Planner, Garrett McCown, presented report.

Associate Planner, Ariana Mora, presented staff report.

Property owner, Lydia Cathy, presented.

Public Comment:

Tony Ciani

Inge Lorentzen Daumer

Lisa Ciani

ACTION: Upon motion by member Greening and seconded by member Grannis, the committee voted to remove 835 Bayview Avenue from the HRI and consider it for the neighborhood character list because it is not a prime example of the vernacular (cottage) in the area.

Motion carried 3-2, by the following vote:

AYES: Chair Anton, Committee members Grannis, and Greening

NOES: Vice chair Steres, member Bicket
ABSENT: None

RECUSED: None

C. Page and Turnbull recommendation to delete 158 15th St (APN: 006-178-003) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGR High Density Residential up to 19.8 DU/ac

Coastal Zone: No

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove 158 15th Street from the Historic Resources Inventory (HRI) due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Ariana Mora, Associate Planner

Associate Planner, Ariana Mora, presented staff report.

Public Comment:

Inge Lorentzen Daumer

Lisa Ciani

Tony Ciani

ACTION: Upon motion by member Grannis and seconded by Vice chair Steres, the committee voted to retain 158 15th Street on the HRI because it appears to meet criterion (a), from the evaluation criteria, as it retains enough character defining elements namely its modest cottage architectural design representative of other similar homes built in the retreat area.

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

AYES: Chair Anton, Vice chair Steres, Committee members Grannis, and Greening

NOES: none
ABSENT: none
RECUSED: Bicket

D. Page and Turnbull recommendation to delete 115 Forest Ave (APN: 006-157-020) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGR High Density Residential up to 19.8 DU/ac

Coastal Zone: Yes

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove 115 Forest Avenue from the Historic Resources Inventory (HRI) due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Ariana Mora, Associate Planner

Associate Planner, Ariana Mora, presented staff report.

Public Comment:

Inge Lorentzen Daumer

Lisa Ciani

Tony Ciani

ACTION: Upon motion by member Greening and seconded by Grannis, the committee voted to retain 115 Forest Avenue on the HRI because many of the original features of the house remain unchanged namely the roof line, porch, and actual size of the building is original.

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

AYES: Vice chair Steres, Committee members Grannis, and Greening

NOES: none
ABSENT: none
RECUSED: Chair Anton, Bicket

E. Page and Turnbull recommendation to delete 122 Fountain Avenue (APN 006-158-006) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac

Coastal Zone: Yes

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove 122 Fountain Avenue from the HRI due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Public Comment:
Inge Lorentzen Daumer
Lisa Ciani
Tony Ciani

ACTION: Upon motion by member Grannis and seconded by Vice chair Steres, the committee voted to retain 122 Fountain Avenue because it meets criterion (c), from the evaluation criteria. The property was owned by Paris Kilburn who was a Republican Assemblyman for the Monterey area.

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

AYES: Vice chair Steres, Committee members Grannis, and Greening

NOES: none
ABSENT: none
RECUSED: Chair Anton, Bicket

F. Page and Turnbull recommendation to delete 124 Grand Avenue (APN 006-157-009) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac

Coastal Zone: Yes

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove 124 Grand Avenue from the HRI due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Public Comment:

Lisa Ciani

Inge Lorentzen Daumer

Tony Ciani

ACTION: Upon motion by member Grannis and seconded by Vice chair Steres, the committee voted to retain 124 Grand Avenue on the HRI because it appears to meet criterion (h), from the evaluation criteria. The age of the original building, integrity of the original building without alterations, and historic features fit in with the local neighborhood.

Motion carried 2-1-2, by the following vote:

Motion Failed; 124 Grand Avenue remains on the HRI.

AYES: Vice chair Steres and Committee member Greening

NOES: Grannis
ABSENT: none
RECUSED: Chair Anton, Bicket

G. Page and Turnbull recommendation to delete 127 Grand Avenue (APN 006-157-012) from the City's Historic Resources Inventory (HRI).

Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac

Coastal Zone: Yes

Historic Resources Inventory: Yes

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

Recommended Action: Staff recommends that the Historic Resources Committee remove 127 Grand Avenue from the HRI due to loss of Historic Integrity based on the Page and Turnbull Survey, review of property files, Sanborn maps, and Heritage Society of Pacific Grove documentation.

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Public Comment:

Inge Lorentzen Daumer

Tony Ciani
Lisa Ciani

ACTION: Upon motion by member Greening and seconded by Vice chair Steres, the committee voted to continue 127 Grand Avenue to the December 18, 2024 HRC Special Meeting, to get more information and allow committee members to have another chance to look at the residence.

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

AYES: Vice chair Steres, Committee members Grannis, and Greening

NOES: none
ABSENT: none
RECUSED: Chair Anton, Bicket

9. **CONTINUED AND ONGOING BUSINESS**

10. **NEW BUSINESS**

11. **PRESENTATIONS**

12. **NEXT MEETING - December 18, 2024, 1:00 p.m.**

13. **ADJOURNMENT**

2:51 p.m.

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: Brian Pierik, City Attorney

MEETING DATE: January 15, 2025

SUBJECT: Selection of Appointment to Fill City Council Vacancy and Administration of Oath of Office

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

RECOMMENDATION

1. Vote to select a candidate to fill the City Council vacancy.
2. Direct the City Clerk to administer the Oath of Office to the newly appointed Councilmember.

DISCUSSION

Debby Beck resigned from the City Council effective at the end of the regular City Council meeting held on November 20, 2024.

City Charter Article 12 provides as follows in regard to the filling of a vacancy on the City Council:

> "A vacancy in an elective office shall be filled by appointment by the Council, such appointee to hold office until the next general municipal election and until a successor is elected and qualified. Such successor shall be elected for the unexpired term of his or her predecessor at the general municipal election and until his successor is elected and qualified. Such successor shall be elected for the unexpired term of his or her predecessor at the general municipal election next succeeding such appointment. Should the Council fail to fill any such vacancy within thirty days after the same occurs, then it shall be filled by appointment by the Mayor; provided, however, that if the offices of a majority, or more, of the Council shall become vacant, then the City Clerk shall call a special election at once to fill the vacancies for the unexpired terms, and the same shall be conducted substantially in the manner provided for general municipal elections."

The City Clerk prepared an Application form for persons interested in applying for consideration of appointment to the position of City Councilmember. Pursuant to direction from the City Council at its meeting on December 4, 2024, all Applications were due by January 3, 2025 at 5 pm.

Since January 15, 2025 is more than 30 days after November 20, 2024, then under Article 12 of the City Charter, the position shall be filled by appointment by the Mayor. However, Mayor Nick Smith has advised that he will only make the appointment if a majority of the City Council cannot agree upon an Applicant for the appointment.

The following process is recommended to be followed for the January 15, 2025 City Council meeting:

1. This Agenda Report will be posted prior to the January 15, 2025 City Council meeting with copies of the Applications for the position attached to the Agenda Report with the telephone numbers and email addresses of the Applicants removed.
2. At the meeting on January 15, 2025, the City Manager will explain the process to be followed during the meeting.
3. City Council may ask questions of the City Manager about the process.
4. Unless the Mayor decides to set a different amount of time for the Applicants to address the City Council, each Applicant will be given the opportunity to make a statement to the City Council for up to five minutes about their interest in the position and qualifications and the Council may ask questions of the Applicant after the statement by that Applicant.
5. After all Applicants have made their statements, the Mayor should ask for public comment and then the City Council will discuss and a nomination may be made of an Applicant. If there is a second for the nomination, then the City Council will vote on the nomination. If a majority of the Council vote in favor of the nomination, then that Applicant will be appointed by the Mayor to the City Council position.
6. This process will be followed until an Applicant has received a majority vote of the Council. If, for any reason, a majority of the City Council is unable to agree upon an Applicant for appointment to the position, then the Mayor shall make the appointment.

Upon appointment by Council, the City Clerk will administer the Oath of Office to the newly appointed Councilmember.

APPLICATIONS
Attached are Applications received by the City by the deadline of January 3, 2025, at 5:00 p.m. which include the following listed in alphabetical order by last name:

1. Bornstein, Anna
2. Davison, Ross
3. Dubee, Melvin
4. Garfield, Cynthia
5. Gibbs, Michael
6. Kelly, Jennifer
7. Loh, Eugene
8. Murphy, Donald

OPTIONS
Other action as directed by the City Council related to this subject.

FINANCIAL IMPACT:
There is no fiscal impact.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Redacted CC Applications

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to City Council

Persons interested in being appointed to serve on the City Council of the City of Pacific Grove are invited to complete the following application. This appointment will expire upon the election and qualification of a successor at the General Election set for November 3, 2026. (City Charter, Article 12 The Council)

Name: Anna Bornstein			
Street Address: [redacted]			
City: Pacific Grove		**State:** CA	**ZIP Code:** 93950
Residence Telephone Number: (831) [redacted]	**Work Telephone Number:** (831) [redacted]	**E-Mail Address:** [redacted]	

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

Please see my attached candidate statement and resume.

NOTE: The Application must be submitted by email on or before 5:00 PM on January 3, 2025, to City Clerk Sandra Kandell at skandell@cityofpacificgrove.org A copy of all Applications will be attached to an Agenda Report for consideration at a City Council meeting currently scheduled for January 15, 2025 with the Applicant's telephone numbers and email address removed.

I hereby certify that I am a registered voter of the City of Pacific Grove.

Signature of Applicant: [redacted]	**Date:** 1/3/2025
Print Name: Anna Bornstein	

FOR CITY USE ONLY / APPOINTMENT TO CITY COUNCIL

Date of Appointment: _____

End of Term: _____

January 3, 2025

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

Re: Pacific Grove City Council Appointment

Dear Mayor Smith and City Councilmembers,

I respectfully submit my application for appointment to the City Council. As a resident of Pacific Grove and Chair of the Architectural Review Board, I am deeply committed to addressing the issues facing our city. With a background in land use planning and experience in city government, I am well-equipped to contribute to the Council and fulfill the vacancy.

In the next two years, the city will face a few complex planning-centered challenges, including certification of our Housing Element, drafting and implementation of zoning code amendments and general plan updates, establishing objective design standards, and creating foundational land use documents for climate action and resiliency planning. While our city benefits from qualified staff, boards and commissions, and an engaged community, I desire to leverage my professional knowledge on housing, environmental, and land use laws that affect our community to help guide land use policies and development that support the character and integrity of our great city.

As a land use planner at EMC Planning Group, I lead complex land use development projects, collaborating with public agencies, community members, and environmental professionals. Throughout my career, I have had the privilege of being part of many memorable projects. However, I am especially proud of my ability to build relationships. I see collaboration as a key component in fostering community trust and supporting the Council's goals. I support prioritizing financial and staff resources for maintaining and improving our infrastructure, protecting our natural resources, promoting community events, and enhancing the vibrancy and beautification of our business districts. I am confident that we can meet state housing mandates while preserving the city's architectural identity and residential character through thoughtful design and innovative solutions.

It would be an honor to serve the City of Pacific Grove and support the Council.

Sincerely,

Anna Bornstein

Anna Bornstein

[redacted]
Pacific Grove, CA 93950
(831)[redacted]
[redacted]

EDUCATION

Master of Urban Planning, MUP | San Jose State University | May 2022
- Certificate: Community Design and Development
- Coursework: Urban Planning Public Finance, Land Use Law, Urban Design, GIS, Planning Sustainable Cities

BS Environmental Studies, Minor Urban Studies | San Jose State University | December 2010
- Awarded Michael Lee Environmental Foundation Scholarship (2010)
- Coursework: Advanced Environmental Impact Assessment, Land Use and Facilities Planning

PROFESSIONAL EXPERIENCE

EMC PLANNING GROUP | Monterey, CA

Associate Land Use Planner | 03/2023 - Present
- Manage complex land use development projects, collaborating with clients, sub-consultants, public agencies, and internal teams to meet project goals, deadlines, and budgets.
- Apply knowledge and analysis of general plans, zoning codes, local coastal plans, CEQA, land use, and housing laws, to inform project feasibility and guide development.
- Prepare and submit land use applications and development proposals on behalf of clients. Interpret and communicate zoning codes, regulations, policies, and procedures.
- Oversee the preparation of technical reports including assessments on historical, biological, archaeological, traffic, AQ/GHG and noise impacts, verifying compliance to regulations and adherence to environmental standards.
- Organize community engagement events to communicate project information, integrate public feedback into the design process and present projects to decision-making boards and commissions.
- Draft staff reports and resolutions for municipal clients.

LEWIS BUILDERS | Carmel, CA

Planner | Pre-construction | 01/2021 - 03/2023
- Managed planning, building, and entitlement applications for luxury residential projects, upholding compliance with zoning codes and design guidelines.
- Collaborated with jurisdictions, clients, and stakeholders to drive successful project completion.
- Presented projects to design review boards, and planning commissions.
- Conducted site assessments, developed planning strategies, and communicated feasibility to clients.
- Coordinated with trade partners and consultants including geo-tech, engineering, hydrologists, and surveyors.

E&J GALLO WINERY | Modesto, CA

Account Supervisor | Account Management - Marketing Operations | 04/2019 – 02/2021

- Managed team of Account Executives, fostering career development plans and providing leadership and oversight for high-complexity projects.
- Served as a liaison to cross-functional winery departments to execute and implement creative campaigns, POS and packaging design, digital design, social media strategies, and photo/video initiatives for high-priority premium wine brands.
- Directly accountable for managing a $500,000+ creative budget for a marketing client.
- Contributed as a core team member in multiple Agile Scrum teams.

Account Executive | Client Services - Creative | 02/2016 – 03/2019

- Led presentation and project-related meetings to drive consensus and approval, guaranteeing alignment with the established scope and timelines.
- Collaborated with marketing and design teams to develop project timelines and cost proposals, managing communication and deliverables through all development phases of design initiatives.
- Reviewed all projects for legal compliance, verifying alignment with industry standards.

Account Assistant | Client Services – Creative | 07/2012 – 01/2016

- Issued meeting summaries, recognized as a best practice example, with action items that established next steps and stakeholder assignments for managed projects.
- Organized design concept, pre-production, and photography planning meetings, delivering all projects according to supplied briefs.

PROFESSIONAL ASSOCIATIONS

American Planning Association | Member

COMMUNITY ENGAGEMENT

Treasurer | Board of Directors - Church in the Forest, Pebble Beach | June 2024 - Present

- Partner on financial planning, reporting, and upholding transparent fund management.
- Provide updates to the Board of Directors to support strategic financial planning.

Architectural Review Board | City of Pacific Grove | January 2022 - Present

- Conduct discretionary reviews of projects following the City's zoning code and design guidelines, ensuring that proposals adhere to design standards.
- Promote the City's architectural identity by making informed decisions that foster orderly and sustainable development.

Planning & Community Development Volunteer | Stanislaus County | 2012

- Maintained Neighborhood Stabilization (NSP) and Down Payment Assistance (DPA) program, confirming compliance with state and federal regulations.
- Contributed research and editing efforts to the General Plan – Housing Element update.

Director's Assistant Volunteer | Downtown Modesto Improvement District | 2011 - 2012

- Assisted in the development of the downtown business directory.

Director's Assistant Intern | Downtown Bellingham Partnership | 2006 - 2007

- Contributed to creation of a Business Improvement District by researching assessment methods, gathering input from local businesses and the community, and interviewing other BID operators to guide stakeholders.

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to City Council

Persons interested in being appointed to serve on the City Council of the City of Pacific Grove are invited to complete the following application. This appointment will expire upon the election and qualification of a successor at the General Election set for November 3, 2026. (City Charter, Article 12 The Council)

Name: Ross Davison

Street Address: [redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]	NA	[redacted]

Brief Description of Background and Qualifications:

My background in historic preservation, climate resilience, and service on the Pacific Grove Planning Commission makes me an ideal candidate for Pacific Grove City Council. I aim to guide development that preserves our town's historic charm while fostering a resilient, community-focused future. Pacific Grove has the opportunity to become a national leader in human-centric municipal planning, climate resilience, and historic preservation. Balancing equitable development with local character is critical as we adapt to progressive state legislation.

I began my career restoring endangered cultural heritage sites worldwide, managing over 120 projects for institutions like UNESCO, the National Park Service, and National Geographic, as well as corporate partners like Google and Autodesk (examples). These projects honed my expertise in geospatial tools and regulatory considerations for historic structures, providing a solid foundation for thoughtful municipal planning.

Afterward, I earned a masters degree in Coastal Science and Policy at UC Santa Cruz, focusing on climate resilience and mitigation strategies. Collaborating with the Nature Conservancy and the National Estuarine Research Reserve System, I developed restoration planning tools that integrate ecosystem health with community development. These experiences deepened my understanding of FEMA and DOT opportunities for coastal cities.

More recently, as co-founder of the climate tech startup Understory, I've led the development of geospatial software that uses drone and satellite imagery to monitor vegetation and quantify biodiversity. This work informs environmental compliance, carbon markets, and nature-based solutions, providing valuable insight into regulatory and insurance frameworks.

As a Planning Commissioner, I helped guide the RHNA-mandated Housing Element and led a subcommittee on multi-modal transit. Outside of civic duties, I've built community connections through initiatives like founding a pickup volleyball league at Lovers Point, joining the Kelp Crawlers swim group, and participating in conservation efforts from Elkhorn Slough to Big Sur.

These experiences equip me to navigate the complexities of municipal planning and ensure Pacific Grove thrives while staying true to its unique character.

I hereby certify that I am a registered voter of the City of Pacific Grove.

Signature of Applicant: [redacted]	**Date:** 12/09/2024

Print Name: [redacted]

FOR CITY USE ONLY / APPOINTMENT TO CITY COUNCIL

Date of Appointment: _____

End of Term: _____

Ross Davison

[redacted]

Solution-oriented technologist innovating tools to protect our natural capital and the communities that rely on them. Spent nearly a decade working with private, public, and multinational stakeholders to enact high tech, innovative conservation methods. Focused on identifying key leverage points within human and environmental systems to mitigate negative outcomes and improve the resiliency of vulnerable communities.

Portfolio: [redacted]

Experience

CEO and Co-Founder

Understory, Pacific Grove, CA — Aug 2020-Present

- Designed methods and standards for capture and analysis: Machine Learning and Computer Vision
- Developed commercialization/go-to-market strategy, and raised $2M in non-diluted funding from federal entities like the National Science Foundation.
- Built and manages technology (4 people) and development (3 people) teams
- Established customer pipeline with institutions such as Blue Forest Conservation, Gorongosa National Park, and Clearwater Aquarium

Conservation Technologist

Independent, Santa Cruz, CA — Mar 2018-June 2020

- Analyzed data and developed technological solutions for environmental management on 27 initiatives
- The Nature Conservancy, The National Estuarine Research Reserve System, University of California, etc...
- Guided strategy for invasive species removal, rare species protection, wetlands algae mitigation, deposition/accretion analysis, river closures, and restoration monitoring
- Designed outputs tailored for each user's specific level of technological capacity

Project Manager

Factum Arte, Madrid, Spain — Sept 2017-Feb 2018

- Created new methods and standards for capture and analysis: Photogrammetry, LiDAR, Machine Learning
- Guided strategy and communication with: stakeholder management, funding support, technology partners, media outreach, and local engagement
- Project planning including: logistics, equipment selection, supervision of data collection, and data processing
- Deliverable creation: digital models, interactive environments, instruction manuals, facsimile reproduction

Field Manager

CyArk, Oakland, CA — Aug 2012-June 2017

- Spearheaded logistical planning and data collection for 72 field projects
- Oversaw the Field Team and managed 4 individuals
- Conducted international training activities with universities and heritage managers in 13 countries with underrepresented communities: women in STEM and ethnically marginalized groups in the Middle East
- Established public and private partnerships for the successful completion of projects
- Supervised deliverables: conservation products, 3Dmodels, VR environments, and web/mobile applications

Education

M.S. Coastal Science and Policy
University of California, Santa Cruz — Sept 2018-June 2020

B.A Anthropology
University of California, Santa Cruz — Sept 2007-June 2012

Awards

National Geographic Society
National Geographic Explorer - 2015

National Geographic Society
Rescue and Assessment Grant - 2016

United States, Dept of Interior
Citizen Science and Ecology Grant - 2016

Packard Foundation
Coastal Sustainability Fellow - 2018

Wells Fargo
Ocean Science Fellow - 2018

Wild Gift
Environmental Entrepreneur Fellow - 2020

National Science Foundation
Small Business Innovation/Research Principal - 2021

Google
Google For Climate Startup Fellow - 2021

National Science Foundation
Small Business Innovation/Research Principal - 2023

CITY OF PACIFIC GROVE

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Application for Appointment to City Council

Persons interested in being appointed to serve on the City Council of the City of Pacific Grove are invited to complete the following application. This appointment will expire upon the election and qualification of a successor at the General Election set for November 3, 2026. (City Charter, Article 12 The Council)

Name: Melvin Dubee

Street Address: [redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

~~**Residence** Telephone Number:~~	**Work Telephone Number:**	**E-Mail Address:**
Cell: [redacted]		[redacted]

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable): See attached.

NOTE: The Application must be submitted by email on or before 5:00 PM on January 3, 2025, to City Clerk Sandra Kandell at skandell@cityofpacificgrove.org A copy of all Applications will be attached to an Agenda Report for consideration at a City Council meeting currently scheduled for January 15, 2025 with the Applicant's telephone numbers and email address removed.

I hereby certify that I am a registered voter of the City of Pacific Grove.

Signature of Applicant: [redacted]	**Date:** 1/3/2025
Print Name: Melvin Dubee	

FOR CITY USE ONLY / APPOINTMENT TO CITY COUNCIL

Date of Appointment: _____

End of Term: _____

Pacific Grove City Council Application for Melvin Dubee continued:

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

Government oversight and legislative process:

I have attached my professional resumé detailing my work history. As you can see from the resumé, I spent most of my professional career working in government, specifically in the legislative branch of the federal government. This experience has given me a deep understanding of the legislative process. I realize the mechanics of legislating at the city level are different, but the skills required are similar and I believe I possess these skills as follows:

- Analyzing problems—Overseeing large federal agencies and overseeing city operations both require the ability to see a problem and understand what is causing it. While finding problems may seem easy, analyzing the situation to understand the real cause is a much more difficult process, one that requires judgment and experience.

- Proposing solutions—Once the problem is identified and its actual causes are understood a solution must be developed. During this phase it is critical to work with diverse interest groups and solicit a wide variety of viewpoints. Broadening participation increases the probability of successful implementation.

- Effectively communicating ideas—Offering a solution is useless if you cannot explain it to all stakeholders. The ability to present complex issues in a clear, concise, and understandable way is a skill developed through practice. One of the most important aspects of my work was conveying information clearly to members of the U.S. Senate, often under severe time pressure.

- Finding effective compromises—I believe the best solutions often involve compromise. While we all may think our approach is the most effective and should be implemented without change, solutions have the best chance of working in the long-term when they enjoy broad support and incorporate various perspectives.

- Adopting a long-term strategy—Complex problems are not solved overnight. It can take time, sometimes years, to find the right answer, build support, secure the necessary resources, and implement the solution. Getting the ball across the line takes patience and perseverance.

- Finally, one of the primary responsibilities of a legislative staff is to interact with constituents. Whether it is in a congressional district or the city of Pacific Grove, the citizens must be the focus.

These are some the skills I developed over my career and are part of what I would bring to the council.

Budget and Finance:

Additionally, as you can see from my resumé, I have a background in finance and budget. I worked as a financial analyst for a small international company before changing careers. As the budget director for the Senate Intelligence Committee, I coordinated the budget staff and oversaw the development of the multi-billion dollar budget of the United States intelligence community. These experiences give me a strong background to understand the city's financial situation and budget challenges.

Community Involvement:

Since arriving in Pacific Grove in 2019, I have found ways to engage in my passions and give back to the community. I almost immediately joined the Velo Club Monterey (local bicycle club). In 2022 I was elected to the club's Board of Directors and in December 2024 I was elected President.

In 2022 I was asked to serve on the Events Committee of the Big Sur Marathon. The Events Committee is responsible for the planning and execution of the annual Big Sur Marathon and the Monterey Bay Half-Marathon.

MELVIN DUBEE
[redacted]
(C) [redacted]
[redacted]

SUMMARY OF QUALIFICATIONS

- *Thorough understanding of all aspects of the legislative process—developing a proposal; drafting legislation; building support; and guiding a bill through committee markup, floor consideration, conference committee negotiations, and final enactment.*
- *Twenty years of experience analyzing all aspects of national security policy and related issues and advising Senators and a member of the President's cabinet on policy decisions.*
- *Demonstrated ability to present complex issues in a clear, concise, and understandable way in both oral and written presentations.*
- *Established relationships with national security reporters for most major news outlets.*
- *Significant management experience in both the legislative and executive branch.*

EXPERIENCE

Vice President, Government Affairs, Lockheed Martin, Arlington, VA (Feb. 2009 to Apr. 2016). Developed and implemented legislative strategies to:
- Secure support for all Lockheed Martin intelligence, and intelligence-related programs.
- Promote investment in relevant advanced research and development efforts.
- Further company and industry goals in cyber security policy.

Deputy Staff Director, Senate Select Committee on Intelligence, U.S. Senate, Washington, DC (Jan. 2000 to Jan. 2001, and Jan. 2003 to Feb. 2009). Primary responsibilities were to:
- Advise Chairman John D. Rockefeller IV, and previously Vice Chairman Richard Bryan, on all issues related to intelligence policy and oversight of the U.S. Intelligence Community.
- Assist the Staff Director in managing Committee staff to support the Committee's members and in coordinating with other Congressional committees and leadership staff.
- Manage relations with the press and act as spokesperson for the Committee.

Budget Director, Senate Select Committee on Intelligence, U.S. Senate, Washington, DC (Jul. 2001 to Jan. 2003). Directed the Committee's budget process by:
- Providing strategic guidance to Committee members on the allocation of the multi-billion dollar national intelligence budget.
- Managing the Committee budget staff and planning budget hearings.
- Reviewing the President's budget request for all U.S. intelligence agencies and preparing the budget recommendations and classified annex language for the annual authorization bill.
- Coordinating budget recommendations with the Armed Services and Appropriations committees.
- Negotiating with the House Intelligence Committee staff for final conference report budget recommendations and classified annex language.

Director of Legislative Affairs, Office of National Drug Control Policy, Executive Office of the President, Washington, DC (Dec. 1997 to Nov. 1998). As the agency's liaison to Congress:
- Advised Director Barry McCaffrey, a member of the President's Cabinet, on all aspects of the Agency's interaction with Congress.
- Developed and implemented legislative strategies to guide policy initiatives and appropriations requests through the Congress, including a six-year extension of the Office's statutory authorization and a five-year authorization for a $1 billion anti-drug media campaign.
- Received the Director's Award for Meritorious Service in recognition of "exemplary accomplishments, distinguished commitment and dedication to the missions and goals" of the Office.

Professional Staff, Senate Select Committee on Intelligence, U.S. Senate, Washington, DC (Jun. 1994 to Dec. 1997, and Jan. 2001 to Jul. 2001). Assisted Committee members in oversight of the Intelligence Community by:

- Assessing intelligence collection and analysis of counter-drug, counter-terrorism, international organized crime, and Latin American and Southeast Asian issues.
- Planning and organizing Committee hearings and briefings.
- Leading the Committee's investigation of, and drafting its report on, the April 2001 shoot-down of a U.S. missionary plane in Peru.
- Serving as Committee liaison and advisor to Senators John Kerry and John D. Rockefeller IV.

National Security Assistant to Senator Robert C. Byrd, U.S. Senate, Washington, DC (Nov. 1989 to Jun. 1994). Advised Senator Byrd, Chairman of the Appropriations Committee, on foreign policy and defense issues. Duties and accomplishments included:

- Drafting proposals and negotiating with relevant congressional staffs and executive branch offices to ensure final enactment of legislation.
- Writing speeches and articles, assessing legislation, and briefing the Senator on a broad range of national security topics.
- Serving as Senator Byrd's staff representative to the Senate Armed Services Committee and assisting him during hearings, legislative markup, floor action and conference committee negotiations.

Presidential Management Intern, Office of the Inspector General, Department of Defense, Arlington, VA (Sep. 1987 to Nov. 1989). Selected to this government-wide program through a national competition. Worked six to eight months each in the Inspector General's Audit, Investigations, and Inspections divisions and in the U.S. Senate. Assignments and accomplishments included:

- Participating in a review of the Foreign Military Sales program and recommending specific changes to streamline operations and significantly reduce costs.
- Assembling statistical data from Inspector General field offices and assisting in a management review, based on that data, to assess and refocus the use of resources.
- Congressional Fellowship in Senator Byrd's office with responsibilities listed above.

Financial Analyst, AVM Systems, Fort Worth, TX (May 1983 to Aug. 1985). Accountable for a variety of treasury functions for an international electronics company which included:

- Performing cash management operations and providing financial forecasts which proved consistently within targeted levels of variance.
- Preparing annual capital and personnel budgets, and aggregating departmental level budgets.
- Developing a computer model to estimate the profitability of individual projects, thus enabling senior management to incorporate more variables in strategic plans.

EDUCATION

M.A., International Affairs, School of Public and International Affairs, George Washington University, Washington, DC (1988)

B.B.A., Finance, University of Texas at Arlington, Arlington, TX (1983)

CITY OF PACIFIC GROVE

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Application for Appointment to City Council

Persons interested in being appointed to serve on the City Council of the City of Pacific Grove are invited to complete the following application. This appointment will expire upon the election and qualification of a successor at the General Election set for November 3, 2026. (City Charter, Article 12 The Council)

Name:
Cynthia Garfield

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
(831) [redacted]		[redacted]

My purpose in applying is to offer my training, professional experience, and previous work on Pacific Grove City Council to help to make our community stronger, safer and more unified.

I still hear from people I met during my campaign and when I served on the Council. Those who share their concerns and ideas with me have diverse opinions and perspectives. What unites them is a desire for a well-run city. They want a Council that gets things done. They want a walkable city in good repair, thriving businesses that fit with the character of the city, with support for the well-being of the residents, the community and our environment. My experience in building effective teamwork and facilitating groups to reach common goals can contribute to this Council's mandate to "get things done" with civility and consensus.

When I served on Council, I was effective in working with the community, experts and staff to craft agreements and ordinances such as a plastic straw ban and a smoking/vaping ordinance. As the President of the Library Foundation, I worked with the Friends of the Library, Foundation and City to write the agreements on how the three groups would work together on the Library renovation. I believe we created a useful model for the upcoming restoration of Chautauqua Hall.

My volunteer work as an Interpretive Guide for the Monterey Bay Aquarium has educated me on the critical challenges our surrounding ecosystem faces from climate change. I support building greater awareness of these challenges and crafting realistic, actionable solutions for our community. My work with a condor conservation group has strengthened my understanding of our complex ecosystem and the value of solutions that may be unorthodox but are truly effective.

As an active member of the Friends of Perkins Park I have worked on building a successful working relationship between the community and City government. This public-private partnership supports the iconic, historic Perkins Park that is enjoyed by residents and visitors alike and is truly a collaborative effort. During my Council term I supported the development and adoption of a well-researched, formalized landscape plan for the Park. That plan still guides the work done by volunteers and landscape crews. Figuring out how the community-City partnership works best has given me a deeper appreciation of how the City and community can work effectively together.

I have experience that can be useful for the Council, and I bring a commitment to reach out across our community, find common ground and work together to look for the most effective solutions to our challenges. I hope to join this Council to make a meaningful contribution to our community.

I hereby certify that I am a registered voter of the City of Pacific Grove.

Signature of Applicant:	**Date:**
[redacted]	**12/31/24**

Print Name: Cynthia Garfield

Cynthia J. Garfield, MSSW, MBA

Experience

2022 - Ventana Wildlife Society Board, Treasurer
- Currently serve as Treasurer and member of the Executive Committee for the Board of Directors. Responsibilities include reporting on financial statements and reviewing the organization's financial status and fiscal practices.

2016 – 20 Councilmember, City of Pacific Grove
- Served the city of Pacific Grove to set policy, budgets, set direction for city resources and actions. As the representative for the Fort Ord Reuse Authority, served on the Finance Committee and on the Executive Committee which sets the agenda and topics for Board action.

2015 - Volunteer, Monterey Bay Aquarium
- Work with private events at the Aquarium to interpret exhibits and underpinning science to visitors. Topics likely to be discussed include animal behavior, marine ecosystems and climate change.

2014-16 President, Pacific Grove Public Library Foundation
- Established formalized and contractual organizational relationships between the City of Pacific Grove, Library Foundation and the Friends of the Library to more effectively invest donated funds and collaborate for an extensive renovation of the library.

2014 – 16 Member, Point Lobos Foundation Board of Directors
- Helped facilitate new directions for the Board in setting policy and Board scope.

2011 - 13 Executive Director, Executives Association of Tulare County
- Coordinated and supported all aspects of the association including operations, recruitment and retention of members, and guidance for the Board of Directors in developing policies and governance. Established marketing programs, actively networked in the community and developed communications including website design, newsletters and speaker series.

2009 - Strategic Planning Consultant
- Developed independent consulting practice for individuals, groups and non-profit organizations providing strategic and project planning and support. Most recent work includes facilitating strategic planning retreats for Ventana Wildlife Society and the Big Sur International Marathon Foundation.

2007- 09 Mental Health Services Act Coordinator, Tulare County Mental Health Department
- Managed the development and execution of plans to direct over $10 million per year to new mental health programs.
- Established effective collaborations with contracted agencies' managers and staff to improve business processes, increase clinical effectiveness to improve client outcomes, and meet mandated program requirements.
- Identified opportunities for cross-agency collaborations to increase community access to services.
- Communicated state law and policy to local Mental Health Board and agency groups.

2006 - 07 **Program Coordinator, Mental Health Association Development Project, Tulare County, CA**
- Analyzed feasibility of establishing a Mental Health Association in Tulare County.
- Established relationships across agencies and government entities.
- Established and coordinated an advisory council and lead strategic planning processes.
- Defined and directed a project to combine information and referral data across community agencies.
- Represented the MHA project to various community groups through public speaking and meeting participation.

2006 - 07 **Advisor, Pacific Community Ventures, Fresno, CA**
- Advised entrepreneurs in Pacific Community Ventures' portfolio on growth, strategic planning and management issues.

2005 - 07 **Instructor, Foster and Kinship Care Education Program, College of the Sequoias**
- Developed and delivered programs/courses to educate foster parents and care workers about various psychological problems and developmental issues relevant to foster children.

2003 - 04 **Director of Academic Affairs at Heald College, Salinas, California**
- Directed all aspects of academics for day and evening students, including entrance exams, scheduling, advising, curriculum implementation and retention.
- Hired, evaluated, directed and developed 40 day and evening faculty.
- Assured adherence to academic policies and standards.
- Contributed to academic budgeting and planning including anticipating employment trends for students in medical, technical, business and criminal justice programs.
- Collaborated with other departments to support student success and satisfaction.

2003 **Faculty, California State University, Monterey Bay, Marina, California**
- Lecturer for *Reading, Writing and Critical Thinking:* a core course for all business majors focusing on analytical skills and effective communication.

2001 - 03 **Faculty, McCombs School of Business, University of Texas at Austin**
- Lecturer for *Organizational Behavior* covering Personality, Leadership, Team Performance, Diversity, Culture, Decision-Making, and Organizational Performance
- Lecturer for *Managerial Policy and Strategy*: used Harvard Business School cases, articles and text to develop students' theoretical and practical analytical skills.
- Involvement with students included coaching and judging case competitions, recognition by Hispanic Business Student Association and Alpha Kappa Psi business fraternity.

1997 - 99 **Quality Management Coordinator** (management position), **Tucson Medical Center, Tucson, Arizona.**
- The first non-nurse manager of an acute care unit, charged with improving unit business processes: care quality, customer satisfaction, and operational effectiveness. Worked with two other managers (nurses) to manage all aspects of a 70-bed multi-specialty hospital unit with $3 million budget and over 90 employees.
- Used mediation training and counseling techniques to address physician and patient complaints, and to improve nurses' motivation and commitment.

Social Work Case Manager, Tucson Medical Center (500-bed tertiary care center)
- Provided social work services in all hospital units from Newborn Intensive Care to the Emergency Room, adapting to each unit's population, processes and staff dynamics
- Used clinical counseling skills, mediation training and crisis management experience to work effectively with the caregiving teams in high stress environments.
- Developed the first comprehensive case-management resource directory and orientation manual, including policies and processes for all nurse and social work case managers.

1993-95 Consultant / Facilitator

- Consulted with public and private organizations to improve planning processes and team effectiveness.
- Coached managers on team performance and provided meeting facilitation.
- Developed and taught a multi-day course specifically designed for electronic group support and virtual teams. Course development included design and creation of all content, instructional materials and manuals.

1990-93 Marketing and Sales, Ventana Corporation (now "GroupSystems.com"), Tucson, Arizona, a University of Arizona faculty start-up which developed and marketed "collaborative groupware": software tools that support face-to-face and remote team performance.

Director, Marketing Programs:

- Created and managed new sales channel partnering with consultants
- Responsible for channel strategy, sales support, compensation, and contracts. Within three months the program accounted for 30% of the company's revenue.

Manager, Alliance Programs: Represented the company to Fortune 500 senior executives to develop joint ventures.

Sales and Marketing: Developed and delivered company's first product literature, multi-media presentations, trade-show and conference demonstrations to build successful pioneer sales.

1988-90 Director of Business Development, Arizona Technology Development Corporation, a for-profit corporation established by the University of Arizona to commercialize technologies developed by University faculty

- Evaluated start-up business opportunities for university-developed technology
- Coached faculty to improve strategy and commercial viability of the venture
- Presented business ideas to potential investors
- Consultant and board member for several start-up businesses (biotech, pharmaceuticals)

1978-86 Clinical Social Work Practice

- Established private social work /counseling practice
- Hospital-based practice included assessment and treatment for patients and their families, group counseling, crisis intervention, coordination of interdisciplinary teams and program development.

Education

Mediation Training: Completed course for Arizona Dispute Resolution Association Certification

MBA, University of Arizona. Concentrations in Entrepreneurship and Finance. Business plan competition topic: Commercialization of scientific research. Association for Corporate Growth Scholarship winner, Dean's List with Distinction

MSSW, University of Wisconsin, Madison. Concentrations in Health Care and Administration. Special projects included participation in a consulting engagement with Professor Andre Delbecq on Board of Director Effectiveness. Dean's List

BA, University of California, San Diego. Major in Sociology. Dean's List

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Application for Appointment to City Council

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Name: Michael E. Gibbs

Street Address: [redacted]

City: Pacific Grove	**State: CA**	**ZIP Code: 93950**
Residence Telephone Number: None	**Work Telephone Number:** [redacted]	**E-Mail Address:** [redacted]

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

Gibbs is an entrepreneur and globally recognized speaker on international negotiation and process redesign. Dr. Gibbs has been an adjunct professor at Penn State and University of Texas. He delivered seminars on negotiation to executives in 22 countries for the University of California Berkeley, Haas School of Business, International Executive Program. Gibbs helped launch Silicon Valley technology start-ups E-Ployment & Success Factor Systems. He is also the CEO & Co-founder of education companies BizSmart Global and Camp BizSmart.

Gibbs served on the board of "Leading to Play", an education organization founded by Stanford Hall of Famer George Selleck to promote sports for kids in underserved communities. He was the Chair of the Centre Country Pennsylvania Drug and Alcohol Commission and appointed by the U.S Speaker of the House to the "Binger Commission" to "turn around" the Cincinnati School System. He is a co-founder of the Monterey Peninsula Braver Angels Alliance. He is a member of the Pacific Grove Economic Development Commission. He is a graduate of Leadership Monterey, 2023. He taught courses in Leadership, "Risk Management" and "Project Requirements" for Project Management International (PMI). He also mentored Fulbright Scholars in the Santa Clara University MBA program and served as a judge in the Santa Clara MBA Innovation Center start-up competition.

Dr. Gibbs holds a Master's in Clinical Psychology, a Ph.D. in Organization/Industrial Psychology from Texas Tech University, and has completed executive training at Harvard University.

NOTE: The Application must be submitted by email on or before INSERT DATE to City Clerk Sandra Kandell at skandell@cityofpacificgrove.org A copy of all Applications will be attached to an Agenda Report for consideration at a City Council meeting currently scheduled for INSERT DATE with the Applicant's telephone numbers and email address removed.

I hereby certify that I am a registered voter of the City of Pacific Grove.

Signature of Applicant: [redacted] Print Name: Michael E. Gibbs	**Date: December 17th, 2024**

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Date of Appointment: _____

End of Term: _____

MICHAEL E. GIBBS, Ph.D.

[redacted]

Michael E. Gibbs is an entrepreneur and internationally recognized organization consulting professional. Dr. Gibbs has been a professor of business process innovation at the **University of California Berkeley**, Haas School of Business, International Executive Program and **University of Texas**. Dr. Gibbs was also a professor of Business at **Penn State University.** He is a world class expert on international negotiation and leadership practices and designed executive programs at **Harvard University** with the Harvard Project on Negotiation.

Dr. Gibbs helped launch Silicon Valley technology start-ups including **Eployment** and **Success Factor Systems**. He is also the CEO & co-founder of Silicon Valley education companies **BizSmart Global** and **Camp BizSmart** and works with "best practice" organizations like Apple, Microsoft, Alibaba, Google and Stanford, to educate and inspire future business and community leaders around the world with unique knowledge processes &innovative learning techniques.

Gibbs & Associates clients include Google, the U.S. Navy, Intel, J.P. Morgan, General Electric, Proctor & Gamble, Cisco, the Port of San Francisco, the San Francisco Opera, IBM, Lockheed, the U.S. Postal Service and companies and governments in Europe, Latin America, Indonesia and Japan He specializes in strategies to improve productivity, competitiveness and leadership effectiveness. He has presented seminars to executives in 22 countries. Dr. Gibbs completed a 24-month assignment in the Navy's "Smart Carrier" effort to redesign work processes aboard the ***"John C. Stennis"***, a nuclear-powered aircraft carrier.

Dr. Gibbs was a **General Electric Co**. section manager. Under Jack Welch, he led GE business process innovation efforts and designed the General Electric Aircraft Engines "High Potential Leadership" and "Technical Leadership" Programs. Dr. Gibbs led team building for the CFM-56 engine joint venture between GE and French aerospace partner, SNECMA, and was project manager for the "China Program", a partnership between GE and leading Chinese companies like Bao Steel.

Prior to General Electric, Dr. Gibbs was a manager for HRB-Singer, a high-tech engineering company. With **Texas Instruments** he led corporate quality projects. Dr. Gibbs is also a senior instructor in process innovation and advanced negotiation for **ESI International**, as well as a featured speaker for **HSM**, the world's leading executive development company. He taught courses in "Risk Management" and "Project Requirements" for Project Management International (PMI).

The Haas School of Business appointed Dr. Gibbs director of the Kirin (Japan) International Management Program and a guest lecturer in the Chugai (Japan) International Management Program, INFOTEC (Mexico) Management Program, Korean Ministry of Information Technology Program, and Bank of Thailand International Management Program. He also mentored Fulbright Scholars in the Santa Clara University MBA program and served as a judge in the Santa Clara MBA Innovation Center start-up competition.

Dr Gibbs served on the board of "Leading to Play", an education organization started by Stanford Hall of Famer George Selleck. He was the Chair of the Centre Country Pennsylvania Drug and Alcohol Commission and appointed by the U.S Speaker of the House to the "Binger Commission" to "turn around" the Cincinnati School System. He is a co-founder of the Monterey Peninsula Braver Angels Alliance. He is a member of the Pacific Grove Economic Development Commission

Dr. Gibbs holds a Master's in Clinical Psychology, a Ph.D. in Organization/Industrial Psychology from Texas Tech University, and has completed executive training at Harvard University.

CITY OF PACIFIC GROVE

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Application for Appointment to City Council

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Name: Jennifer Kelly, J.D.

Street Address: [redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]	[redacted]	[redacted]

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

Jennifer Kelly is a dynamic leader with a career spanning technology, media, and law. With a Juris Doctorate and a passion for innovation, she has led initiatives that address community needs, promote economic growth, and drive meaningful change.

Kelly's entrepreneurial vision and ability to navigate complex systems uniquely position her to tackle the challenges faced by local communities. Collaborating with government agencies and forging public and private partnerships, she has consistently delivered policies and programs that emphasize economic growth, fairness, and transparency.

A skilled problem solver and consensus builder, Kelly is committed to uniting diverse stakeholders to address local issues and create impactful solutions. Her dedication to public service and her expertise in economic development make her a strong candidate for the Pacific Grove City Council.

As a councilmember, Kelly will focus on fostering sustainable economic growth, expanding access to resources, and ensuring fair opportunities for all residents of our beautiful hometown.

See attached Resume and Special Projects

NOTE: The Application must be submitted by email on or before 5:00 PM on January 3, 2025, to City Clerk Sandra Kandell at skandell@cityofpacificgrove.org A copy of all Applications will be attached to an Agenda Report for consideration at a City Council meeting currently scheduled for January 15, 2025 with the Applicant's telephone numbers and email address removed.

I hereby certify that I am a registered voter of the City of Pacific Grove.

Signature of Applicant: [redacted]	**Date:** 01/02/25
Print Name: Jennifer Kelly, J.D.	

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Date of Appointment: _____

End of Term: _____

Jennifer Kelly, J.D.
Pacific Grove, CA
[redacted]

Innovative entrepreneur and strategic leader with a Juris Doctorate and a proven record of driving economic development through media, technology, and transformative public initiatives.

Technology

Founder/Innovation Lead
PlanetMoon, LLC. 2020-Present
Developed a blockchain protocol enhancing the functionality of tokenized assets with real-time control and delegation capabilities for complex use cases. Leveraged background in law to create a pending patent methodology recognizing derivative rights and complex computations in intellectual property.

Founder/Innovation Lead
Peerdash, Inc., (formerly Surfdash, Inc.) 2010-2020
Patented an innovative technology platform enabling secure, seamless collaboration among government, business, and social sectors. Secured strategic partnerships for white-label integrations and licensed the platform to the Department of Energy.

Business Development
Players Network 2009/2010
Contracted by an on-demand television network to facilitate co-branding opportunities with major brands such as Breeders Cup, Hulu, and Tropicana. Negotiated and executed contracts, designed web-based streaming platforms for in-house brands & increased stock price tenfold.

Media

Producer
Multiple Clients 2008/2009
Produced video and web content for clients including The Lab Group and Bad Habits TV. Managed all aspects of broadcast-quality pilot production and web-based content creation.

Adjunct Instructor
Community College of Southern Nevada 2001-2003
Taught and developed classes in editorial photography, inter-market relations, and media law. Collaborated with the Dean to create a curriculum detailing business development and legal responsibilities within media industries.

**additional media experience available upon request*

Law

Law Clerk
Law Office of Kathy England, 2006/2007
Conducted legal research and administrative support for employment law cases. Reviewed contracts and compliance with state and federal regulations.

Legal Advocate
Juvenile Justice Clinic, UNLV School of Law 2004/2005
Represented underprivileged youth in delinquency proceedings, developing case theories, negotiating pleas, and gaining trial experience.

Legal Research
Clark County Legal Services 2003/2004
Drafted analytical memorandums and conducted research on ADA and Section 504 violations within the Clark County School District.

Legal Research
Dean Howard, UNLV School of Law, 2003/2004
Researched legal issues related to the death penalty and civil rights for academic publications. Compiled reference materials on state legislative hearings and media releases.

Education

B.A. Mass Communications, 2002
University of Nevada, Las Vegas

Juris Doctorate, 2005
William S. Boyd School of Law, UNLV

Special Projects and Non-Profits
Jennifer Kelly, J.D.

Throughout my career, I have pursued opportunities to create meaningful change. By addressing issues ranging from legal rights to economic development, I have worked within complex systems to drive progress and expand opportunities for underserved communities. Below are highlights of these efforts

Nucleus, Office of Economic Impact and Diversity (OEID), Dept of Energy (2015–2017)

Developed a groundbreaking program and patented technology to enable intellectual property sharing among National Labs, Venture Capitalists, Historically Black Colleges and Universities (HBCUs), and underserved communities.

Collaborated directly with stakeholders at the Department of Energy, National Labs, and academic institutions to establish relationships and create resources supporting economic impact and diversity.

Sexuality and Gender Equality, William S. Boyd School of Law, UNLV (2003–2004)

Served as President of SAGE, leading advocacy efforts for Sexuality and Gender issues within the law school and broader community. Directed organizational strategy, conducted media outreach through radio and op-ed pieces, and co-sponsored events with organizations like the Anti-Defamation League.

Filed an Amicus Brief in *Goodridge v. Dept. Public Health*, the historic case that made Massachusetts the first state to legalize same-sex marriage. Additionally, led initiatives to raise awareness of discriminatory practices in blood donation policies.

Contemporary Arts Collective (CAC), Las Vegas, NV (2000–2001)

As President, spearheaded efforts to raise the profile of the organization through strategic fundraising events and partnerships with media outlets and businesses. Played a pivotal role in co-developing Las Vegas's First Friday program, which has evolved into a citywide monthly event attended by thousands and featuring hundreds of vendors, artists, and performers.

Washington Strategies & CASA, Arlington, VA (1998)

Coordinated high-profile fundraising and events for national incumbents and nonprofits, including the child advocacy organization Court Appointed Special Advocates (CASA). Managed sponsorship development, vendor relations, and donor outreach, ensuring adherence to legal standards. Maintained detailed congressional and senatorial databases and created impactful marketing materials to support fundraising efforts.

CITY OF PACIFIC GROVE

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Application for Appointment to City Council

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Name: Eugene Loh

Street Address: [redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: 831 [redacted] | **Work Telephone Number:** 831 [redacted] | **E-Mail Address:** [redacted]

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

See attached

NOTE: The Application must be submitted by email on or before 5:00 PM on January 3, 2025, to City Clerk Sandra Kandell at skandell@cityofpacificgrove.org A copy of all Applications will be attached to an Agenda Report for consideration at a City Council meeting currently scheduled for January 15, 2025 with the Applicant's telephone numbers and email address removed.

I hereby certify that I am a [redacted] of the City of Pacific Grove.

Signature of Applicant: [redacted] **Date:** Jan 3, 2025

Print Name: Eugene Loh

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Date of Appointment: _____

End of Term: _____

Application for Appointment to PG City Council

Eugene Loh

2025, January 3

Let me start by saying that this application is due to a friend (and PG resident) who suggested that I apply for the vacancy. I asked, "Why me?" His response, shown here verbatim, strikes me as a good starting point for my application:

> I think you are a thoughtful, community-minded, analytical person that would take this job seriously and work for the community's best interest. You think through issues and have the technical awareness to come up with creative but sensible solutions. You also had three kids that went through our school system so you bring a parental perspective. And you are involved with the church community which shows a willingness to engage with the social services needs. You bring a true environmental ethic where you literally walk (or ride) the talk. And since your kids are grown you probably have more time than you did a few years ago. I can see you asking good questions of the staff but you have an air of humility that would keep you from getting drawn into non-beneficial arguments. Lastly, you have a sense of humor and down to earth nature that a public official needs.

I am flattered by his comments, but I believe many people who know me -- especially those who know me well -- would concur.

To expand on his comments, I have lived continuously in Pacific Grove for about 29 years, mostly as a homeowner but I have also rented twice. My three children all went K-12 through PGUSD; they all went to California public universities and now work.

My social connections in town stem largely from parenting and church, but have extended from there. I try to maintain friendships "in every decade" -- from elementary, to teens, to 20s, 30s, and so on. For over five years, I have shared a home with a Latino family and have gotten to know their extended family and community. I am known at St. Mary's By-The-Sea Episcopal Church as being an energetic greeter of newcomers, whether they are new to the church or to town, visiting their PG vacation homes, or homeless. On Sunday mornings, however, I typically worship at First Baptist Pacific Grove, a predominantly Black congregation.

I believe I hold values that are reasonably common in our community, even if the degree to which I embody them in my lifestyle may seem striking to some -- I try to "walk (or ride) the talk" as my friend says. My concerns around climate change are such that I no longer fly and I drive only on others' behalf. I am concerned about affordable housing and the large wealth gap in this country; I rent to some tenants at well below market rates and, at least technically, my charitable giving exceeds my take-home pay.

I strongly believe in community service and have been active in my children's school and sports activities while they were growing up, leading Bible studies and nurturing small groups, volunteering at and organizing volunteers for a food pantry, participating in and recruiting

volunteers for get-out-the-vote campaigns, and engaging with local groups dealing with climate change.

However, I also believe firmly in democracy. I believe a public servant has to have vision based on personal values but must also serve and represent others with varying opinions and values. Democracy requires compromise. I have served as a health care surrogate and made life-and-death decisions based on the best understanding I could develop of an incapacitated person's wishes in completely unanticipated circumstances. I participate in the Monterey chapter of Braver Angels, committed to better dialog across the red-blue divide in today's bipartisan and contentious political environment. I am used to having difficult conversations over important values while maintaining friendships. A friend has told me a few times that I am the most sincerely curious person she knows.

Though I have been on boards of small, nonprofit organizations, I submit this application with no real public service experience. Nonetheless, whether at work or dealing with extended family or community groups, I have had to wrestle with complexity and discuss, negotiate, make, and defend tricky decisions. I work as a software engineer, have a PhD in physics, and enjoy the intellectual challenges of immersing myself in new subjects.

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RECEIVED
CITY MANAGER'S OFFICE

Application for Appointment to City Council

Persons interested in being appointed to serve on the City Council of the City of Pacific Grove are invited to complete the following application. This appointment will expire upon the election and qualification of a successor at the General Election set for November 3, 2026. (City Charter, Article 12 The Council)

Name: Donald Murphy

Street Address: [redacted]

City: Pacific Grove | **State:** CA | **ZIP Code:** 93950

Residence Telephone Number: 831- [redacted] | **Work Telephone Number:** | [redacted]

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

Thank you for the opportunity to apply for appointment to the City Council.

I would be honored to serve the residents of Pacific Grove by shaping municipal policy and working to ensure that the city remains a wonderful place to live.

If selected, I pledge to offer energy, enthusiasm and new ideas.

Attached, please see additional comments + my resume.

NOTE: The Application must be submitted by email on or before 5:00 PM on January 3, 2025, to City Clerk Sandra Kandell at skandell@cityofpacificgrove.org A copy of all Applications will be attached to an Agenda Report for consideration at a City Council meeting currently scheduled for January 15, 2025 with the Applicant's telephone numbers and email address removed.

I hereby certify that I am a re [redacted]

Signature of Applicant: [redacted] | **Date:** Jan. 3, 2025

Print Name: Donald Murphy

FOR CITY USE ONLY / APPOINTMENT TO CITY COUNCIL

Date of Appointment: _____

End of Term: _____

City government

A Pacific Grove resident since the summer of 2008, I have attended dozens of City Council meetings and offered public comment at many. I understand the Council's policy-making role and am familiar with the issues that have come before you.

To be an effective Council member, you must listen to residents, work closely with the city manager and collaborate with one another. I pledge to do that.

During almost 12 years on the Planning Commission, I have mastered our Charter, General Plan and zoning code. During my tenure, the Commission drafted our Local Coastal program (LCP), prepared the 6th Cycle Housing Element and wrote regulations for accessory dwelling units (ADUs).

We considered several large projects, including the remodel of the Holman Building, the "Goodies" condominiums at 520 Lighthouse Ave., the Kimpton Hotel, under construction on Central Avenue, and the ATC Hotel and Commercial Project. While I did not vote to approve all of these projects, I studied the applications and supporting documents and listened carefully to the applicants, residents, City planning staff and other commissioners. My votes were based on the facts of the case free from bias and conflicts of interest.

The commission also approved dozens of residential and commercial permits and amended the zoning code to make it work better for residents.

My experience on the Commission, including my three years as chair, would be valuable on the Council as you are expected to approve the Housing Element and to consider associated environmental review, zoning changes and General Plan amendments during the next two years.

I also participated on an ad hoc committee that discussed downtown revitalization (2014). I served on the Historic Preservation Ordinance ad hoc committee (2015-16), and Welcome Home (2020-22), a housing advisory group. These activities provide experience and knowledge that would also be valuable on the Council.

The City's boards, commissions and committees play important roles. I have attended many meetings of these volunteer groups and have a firm grasp of how they can be effective and help the Council.

Local politics

Although I have not run for office, I've participated in local politics in a variety of ways,

In 2016, I walked precincts and knocked on doors in opposition to local Measure P, which would have levied an admissions tax on the Monterey Bay Aquarium and other local non-profit groups. Measure P failed.

Two years later, I walked and knocked again in favor of local Measure M, which limited short-term rentals in the City. Measure M passed.

Meeting voters one-on-one gave me a chance to listen to residents and hear their opinions about the City. I learned that our residents are smart, generous and proud to live here. Many are worried about their future because of the high cost of rents.

This year, I signed the ballot argument for local Measure Q, which amended the City code to define timeshare projects. Measure Q passed.

I've volunteered on local political campaigns, including Rep. Jimmy Panetta's first run for Congress, City Council and mayoral campaigns for Bill Peake, and Council campaigns for Cynthia Garfield and Tama Olver. Involvement in the campaigns focused me on local issues and required me to figure out how I felt about them. I learned from the candidates and voters as they discussed the issues.

City Council goals 2025-26

Next month, the Council is expected to discuss its goals for the next two years.

My goals would include facilitating affordable housing, planning for climate change, maintaining infrastructure and revitalizing the downtown commercial areas.

Volunteer activities

For 15 years, I have been a volunteer guide at the Monterey Bay Aquarium, an inspiring place that employs City residents, helps to educate our children about marine science and attracts tourist revenue to our hotels, restaurants and shops.

Volunteer activities (continued)

At Point Lobos State Natural Reserve, I've been a docent for 10 years. Volunteering there and at the aquarium has deepened my appreciation for the natural world and shaped my belief that adapting to climate change is one of the most important challenges we face.

I have also volunteered for the Heritage Society of Pacific Grove, Good Old Days, George Washington Park weeding and planting efforts and LandWatch Monterey County.

Community involvement

Marie Murphy and I are active members of the Pacific Grove Museum of Natural History, the Pacific Grove Arts Center, Heritage Society of Pacific Grove, Monterey Bay Aquarium, Monterey Museum of Art and Point Lobos Foundation.

Journalism awards

I am proud to have received two national awards for ethics in journalism.

With colleagues from the Santa Barbara News-Press, I shared the 2006 Ethics in Journalism Award from the Society of Professional Journalists. The next year, we shared the Payne Award for Ethics in Journalism from the University of Oregon.

I've exhibited ethical behavior in my professional life and on the Planning Commission. If selected, I would continue to do so on the City Council.

JOURNALISM EXPERIIENCE

- Monterey Herald
  Assign, edit and write news stories; design pages; supervise reporters

- The Tribune, San Luis Obispo
  Supervise a team of reporters; write, assign and edit news stories for the paper and website; manage the city desk on nights and weekends; assign photos and graphics; work with the city editor to shape local news coverage

- Santa Barbara News-Press
  Supervise the newsroom on nights and weekends; plan news, features and sports coverage; lead a team of reporters; manage the copy desk; write headlines; design pages; report on City Hall and UC Santa Barbara

- The New York Times Co.
  Manage round-the-clock news operation; lead team effort to develop online home information service based on material from The New York Times and other sources; develop and manage $1 million annual budget; develop The New York Times portion of online information services offered by other news organizations

ACADEMIC EXPERIENCE

- Marymount Manhattan College, New York University, Kean College of New Jersey
  Develop and teach undergraduate courses in Russian and European history

- Radical History Review
  Member of editorial collective; solicit and edit manuscripts; work with art director, typesetter and printer on all aspects of production

EDUCATION

- New York University
  Master of Philosophy in history, Master of Arts in history

- University of Pennsylvania
  Bachelor of Arts *cum laude* in history

MILITARY SERVICE

- Counterintelligence agent in Tokyo, Japan; honorable discharge as non-commissioned officer

Agenda No. 13 A

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: George Fuerst, Environmental Program Manager

MEETING DATE: January 15, 2025

SUBJECT: Agreement with Blue Strike Environmental for Climate Action and Adaptation Planning Services.

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

RECOMMENDATION

1. As recommended by the Climate Action and Adaptation Planning Committee, authorize the City to enter into an agreement with Blue Strike Environmental for Climate Action and Adaptation Planning Services for an amount of $99,515.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

Background

The Climate Action and Adaptation Planning Committee (Climate Committee) was established by City Council in February 2023, following a recommendation of the Beautification and Natural Resources Commission (BNRC). The Committee's primary objective is to develop a Climate Action and Adaptation Plan (CAAP) to address the City's climate challenges. The Climate Committee comprises selected Councilmembers and BNRC Commissioners and meetings are to be scheduled quarterly until the completion of the CAAP, with meeting information and documents posted to cityofpacificgrove.org/climate.

From early in its inception, the Climate Committee recognized the necessity of engaging an outside expert consultant (Consultant) to support the development and adoption of the CAAP. Since its formation, the Climate Committee has convened regularly to receive presentations, hear public comment and discuss the CAAP's purpose and goals. This effort culminated in the release of a Request for Proposals (RFP) in June 2024 to identify qualified firms capable of providing planning services for the CAAP. The deadline for RFP submissions was August 2024.

Selecting a Consultant

The Climate Committee, in collaboration with City staff, played an active role in drafting the RFP, reviewing and scoring proposals, and interviewing the top firms. Three firms submitted proposals: Jacob Green & Associates, SERA Design & Architecture, and Blue Strike Environmental. All Climate Committee members, along with a City staff person, had the opportunity to score the proposals, and a public meeting was held on August 19, 2024, to discuss the results. Based on these evaluations and the

meeting discussion, the Climate Committee decided to invite the top two firms, Jacob Green & Associates and Blue Strike Environmental, for further interviews. Three members of the Climate Committee volunteered to participate, with City staff, on the interview panel.

Following the interview process, Blue Strike Environmental was selected as the top firm. However, their original proposal exceeded the City's allocated budget for the project. Blue Strike Environmental offered to, and the City requested, that they refine and value-engineer their proposal to align with the budget. The updated proposal was reviewed during a Climate Committee meeting on December 12, 2024. During this meeting, the Climate Committee considered public comments, including input from Blue Strike representatives, posed follow-up questions, and deliberated on the refined proposal. The Climate Committee ultimately recommended City Council approve the updated proposal from Blue Strike Environmental.

Scope of Work & Approach
The Climate Action and Adaptation Plan (CAAP) aims to equip the City of Pacific Grove with actionable strategies to reduce greenhouse gas (GHG) emissions and build resilience to climate challenges. The Consultant will develop a CAAP aligned with state mandates (SB-32 and Executive Order B-30-15) and provide clear strategies for achieving reduction goals and adapting to climate impacts. Key areas of work include:

1. GHG Inventory
- Review GHG inventories for City operations and community activities.
- Develop a clear methodology to track and quantify emissions reductions.

2. Vulnerability Assessment
- Update climate vulnerability assessments to identify risks such as drought, heat, sea level rise, and wildfire.
- Highlight disproportionate impacts on vulnerable populations (e.g., seniors, low-income residents).

3. GHG Reduction Targets
- Recommend 2030 and 2050 GHG reduction targets aligned with state and global goals.
- Identify high-impact activities, costs, outcomes, and timelines for emissions reductions.

4. Goals, Strategies, and Actions
- Develop prioritized actions to reduce emissions, save energy, and build resilience.
- Include evaluations based on cost, ease of implementation, and co-benefits.
- Provide a clear roadmap with key performance indicators (KPIs) to track progress.

5. Climate Adaptation and Resilience Strategies
- Create sector-specific mitigation, adaptation, and resilience strategies.
- Use interactive tools to identify cost-effective solutions for achieving carbon neutrality.
- Develop a prioritization matrix with timelines, costs, and responsible parties for implementation.

6. Community Engagement
- Lead community engagement efforts, including surveys, workshops, and public meetings.
- Collaborate with City staff and provide materials for outreach (e.g., flyers, surveys, presentations).
- Document feedback and integrate it into the CAAP development process.

7. Draft and Final CAAP
- Prepare a draft CAAP for review, incorporating public and City feedback.
- Deliver a final CAAP with sections on GHG inventory, vulnerability assessment, emission reduction targets, adaptation strategies, and community engagement findings.

The resulting CAAP will serve as a comprehensive, actionable roadmap for Pacific Grove to set and meet climate goals while fostering community resilience.

TOTAL PROJECT HIGH LEVEL OVERVIEW:

This initiative is anticipated to be completed within a 12-month timeframe.

Tonight's request is to authorize an agreement with Blue Strike Environmental for the amount of $99,515. This will allow the City to collaborate with Blue Strike Environmental, foster meaningful public engagement, and craft a comprehensive Climate Action and Adaptation Plan to address critical environmental priorities and Council goals.

Initial Agreement & Subsequent Amendments
If approved, the City's standard agreement (reviewed and approved by the City Attorney, Risk Management and the California Joint Powers Insurance Authority) will be prepared for the Mayor's signature per the standard contracting process.

OPTIONS

1. Do not approve an agreement contract with Blue Strike Environmental.
2. Provide alternative direction.

FINANCIAL IMPACT:
$100,000 has been allocated in the current City budget for Climate Action and Adaptation Planning Services. This allocation is sufficient to fund the completion of the Climate Action and Adaptation Plan. Grant opportunities that could potentially reduce that cost will continue to be pursued during the planning process.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

Blue Strike Proposal

blue strike

COVER LETTER



As a local Pacific Grove resident for 25 years, it is my honor to submit a response to the City of Pacific Grove's Climate Action and Adaptation Plan (CAAP) RFP. Blue Strike Environmental emerged after launching a two year zero waste program in 2007-'08 at Forest Grove and Robert Down Elementary and working with Moe Ammar from the Pacific Grove Chamber of Commerce in 2006 to calculate the greenhouse gas emissions for Good Old Days. These small initiatives inspired me to incorporate as a small, women-owned business. That was 17 years ago.

Since then, Blue Strike Environmental has become an internationally recognized firm, specializing in climate strategy, research, technical analysis, communications, and organizational development. We bring expertise in a wide range of fields including climate action and carbon neutrality planning, life-cycle analysis, building electrification, climate resiliency, monitoring and verification, and green technology solutions.

Blue Strike brings significant experience, offering the City three distinct advantages:

ACCESSIBLE LEADERSHIP: We have a proven track record of climate action planning for cities that are similar to Pacific Grove. Our leadership team for this project is composed of two Division Directors and the Founder and CEO. Project Manager, Kristin Cushman, Engagement Lead, Brennen Jensen, and Technical Lead, Rich Swanson, Ph.D, will provide a white glove experience as we move through this planning effort.

UNRIVALED EXPERIENCE: Our diverse experience across the globe allows us to bring a variety of best practices to this project. Given that our office is right down the street, we are also intimately familiar with the challenges and circumstances that are relevant to the City of Pacific Grove.

COMPREHENSIVE EXPERTISE: Blue Strike is uniquely structured to provide a wide range of climate and sustainability services from a single firm. Our dedicated core team are Monterey-based professionals who understand state nuances and provide on-the-ground support. Additionally, our technical experts bring diverse skill sets making our team a powerhouse capable of responding to any needs of the City. This single-firm approach ensures greater control over project timelines, costs, and priorities, eliminating the need to rely on external entities.

Our local office is primarily recognized for our Event and Venue Division, our work on SB 1383 program design, and our leadership with the Monterey Bay Climate Action Compact. However, our Climate and Energy division has worked on climate action and adaptation planning in 36 states, nine counties, and 39 communities across California.

We are confident in our ability to deliver a CAAP that meets the highest standards. Our vision is to create a resilient and sustainable future for the City of Pacific Grove and we are committed to collaborating with all stakeholders to achieve this goal. We look forward to contributing to this important project.

Sincerely,

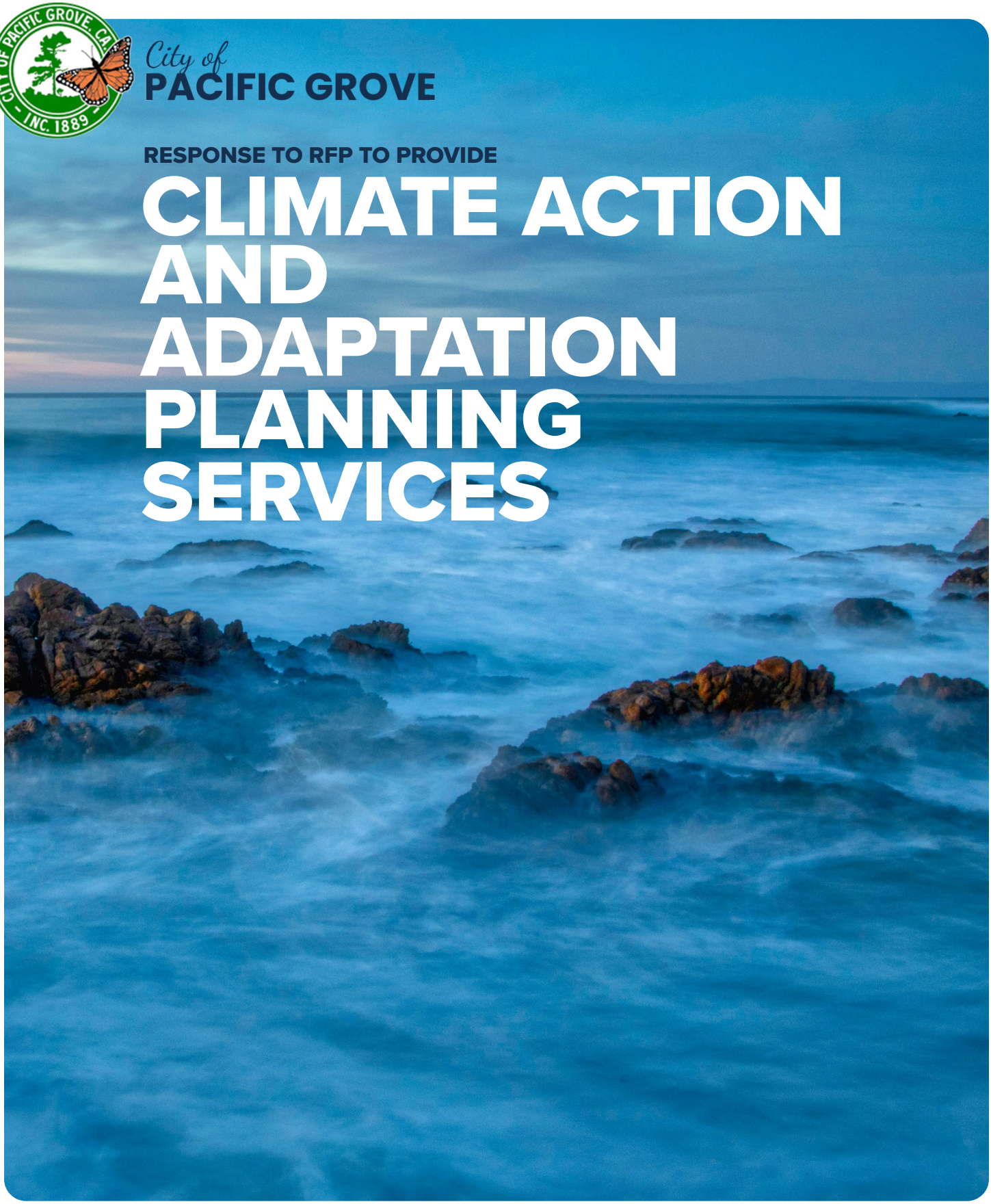
Kristin Cushman, CEO & President
(831) 277-0167 | Kristin@bluestrikeenvironmental.com | Blue Strike Environmental
Woman Owned Business | *Green Business Certification*

DELIVERY IN HARD COPY & ELECTRONIC COPY 2:00 PM PDT, AUGUST 1, 2024 TO:
CITY OF PACIFIC GROVE, CA | PUBLIC WORKS DEPARTMENT | 2100 SUNSET DRIVE | PACIFIC GROVE, CA 93950

City of
PACIFIC GROVE

RESPONSE TO RFP TO PROVIDE

CLIMATE ACTION AND ADAPTATION PLANNING SERVICES



PRESENTED BY: blue strike

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WORK PROPOSAL



blue strike

Our team takes a professional, but friendly approach to project management. When given the chance to evaluate our performance, we have received the following comments from recent clients:

> “I appreciated the team's responsiveness, ease of communication, kindness, knowledge, and their commitment to going above and beyond for us.”

> “What really stood out to me was the team's responsiveness and customer service. I felt like they guided us and gave us direction but really wanted the plan to reflect our specific community.”

> “I valued Blue Strike's thoughtful and patient engagement with the team and their aplomb when dealing with lots of different opinions.”

SYNOPSIS

The City of Pacific Grove (the City) deserves the very best Climate Action and Adaptation Plan (CAAP) and Blue Strike Environmental (Blue Strike) will deliver it. An excellent CAAP should be a roadmap outlining clear targets, timelines, and strategies for reducing greenhouse gas (GHG) emissions, while promoting sustainable development, resilience, adaptation and equity among communities affected by climate change.

Implementing the CAAP will require mobilizing individuals across departments, and residential and business communities. It will require reaching beyond the “early adopters” into parts of the community and City operations that do not often consider climate change or its impacts. To do so, Blue Strike will leverage a proven process, working closely with City staff to create a clear roadmap and compelling narrative.



WORK PROPOSAL



We begin by **uncovering the needs and values** of the City as they relate to climate action. To do this, we listen. We listen to you, the project team, and to City staff, and leadership. We listen to residents and business leaders, and we seek out and listen to those who don't often have a seat at the table. We even listen to skeptics. In the process, we uncover the needs of the community and the shared values that make Pacific Grove unique.

Second, we **tell a data-driven story**. We weave quantitative insights about energy use and other emission drivers, into a narrative that illuminates trends, patterns, and correlations, making complex information accessible and engaging to a wider audience. This approach is crucial for grounding discussions in evidence, driving informed decision-making, and compelling action by presenting data in a context that highlights its relevance and impact on City-wide issues.

Third, we **co-create crowd-pleasing solutions** with you. Crowd-pleasing solutions have broad appeal because they address shared values and needs. Solutions must certainly reduce emissions, but when they also increase resiliency, save money, promote quality of life, and improve equity we call them "win-win."

All of our plans are actionable, integrated, branded and funded. They are **actionable**, featuring specific, measurable steps that enable swift execution and tangible results. They are **integrated**, ensuring that each initiative complements and enhances existing City planning efforts, creating a cohesive strategy. They are **branded** to make the climate action plan instantly recognizable to your community. Lastly, our plans are **funded** – high impact strategies are matched with likely financing sources, so you can proceed with minimal financial obstacles.

PROJECT MANAGEMENT

ORGANIZATION: To organize our work effort, we use cloud-based platforms like Google Drive to store all project-related documents, including meeting minutes, draft deliverables, and presentations. This approach ensures transparency and facilitates easy access to data. We offer various communication channels tailored to Pacific Grove's preferences, ranging from email to phone calls and in person or virtual meetings. Our priority is to respond promptly to queries and concerns, fostering smooth information flow. Additionally, we keep detailed engagement records to track project exchanges, which inform the development of the CAAP. Flexibility is key, as we adapt our communication methods to evolving project dynamics. Our aim is to create an inclusive and collaborative environment conducive to the successful implementation of the City's CAAP.

PROJECT TRACKING: Moreover, we will utilize Monday.com, an advanced project management tool, to enhance communication, task allocation, and progress tracking. Monday.com serves as a centralized hub for project management and collaboration, ensuring all team members stay informed about tasks, deadlines, and priorities. This platform will be accessible to the City at no cost, further promoting transparency and efficiency in project-related activities and communications. Refer to **Figure 1**.

WORK PROPOSAL



FIGURE 1: SAMPLE MONDAY.COM

Phase 1 - Data gathering, Analysis & Assessments

Task	Person	Status	Timeline	Files
Compile relevant plans, reports, policies document		Done	Apr 3	
Populate the Climate Tracker 4		Done	Apr 2 - 9	
Draft framework/categories for final SCAP		Done	Apr 10 - 17	
Final framework/categories for final SCAP		Done	Apr 17	
Access to 2022 GHG inventory	SS	Done	Apr 10 - 17	
Review and update GHG inventory (as needed)	SS	Done	Apr 18 - 25	
Review data/reports/documents/regulations to inform forecasts	SS	Done	Apr 12 - 19	
Provide historical/projected levels of GHG emissions 2	SS	Done	Apr 16	
GHG Inventory & Forecasts Report	SS	Working on it	Apr 30	
Provide Potential GHG Reduction Targets (Tool: Target Matrix)	SS	Done	Apr 30	
Finalize GHG reduction targets (short- & long-term targets	SS	Working on it	Jun 4	
+ Add task				
			Apr 2 - Jun 4	+4

INTER-GOVERNMENTAL COORDINATION: Blue Strike recognizes that our team must play a pivotal role in fostering intergovernmental coordination, working closely with ReGen, Monterey Bay Air Resources District, Central Coast Community Energy, California Coastal Commission, and others to ensure the successful development and implementation of the CAAP. This coordination will be essential throughout the duration of the cooperative agreement, facilitating seamless communication and collaboration among all involved parties.

COMMUNICATION STRATEGY: Blue Strike will develop a detailed communication strategy outlining the frequency and methods of communication with stakeholders at the outset of the project.

WORK PROPOSAL



PROJECT SUMMARY

AREA 1. GHG INVENTORY

- Task 1.1 GHG Emissions Forecast

AREA 2. VULNERABILITY ASSESSMENT

- Task 2.1 Vulnerability Assessment

AREA 3. GHG REDUCTION TARGETS

- Task 3.1 Existing Conditions Assessment
- Task 3.2 Target Setting

AREA 4. GHG GOALS, STRATEGIES, AND ACTIONS PLANNING ELEMENTS

- Task 4.1 Climate Tracker (User Guide)
- Task 4.2 Prioritization Methodology
- Task 4.3 Funding Mechanisms
- Task 4.4 Implementation Plan

AREA 5. MITIGATION, CLIMATE ADAPTATION AND RESILIENCE STRATEGIES

- Task 5.1 Framework Selection
- Task 5.2 Guiding Principles
- Task 5.3 List of Strategies & Actions
- Task 5.4 Adaptation and Resilience Policies & Strategies

AREA 6. COMMUNITY ENGAGEMENT

- Task 6.1 Community Survey
- Task 6.2 Community and Stakeholder Engagement Plan
- Task 6.3 Develop Outreach Materials
- Task 6.4 Community Workshops
- Task 6.5 Stakeholder Engagement Report
- Task 6.6 Presentations to the City Council
- Task 6.7 Presentations to the Planning Commission

AREA 7. DRAFT AND FINAL CLIMATE ACTION AND ADAPTATION PLAN

- Task 7.1 Draft Plan
- Task 7.2 Review & Feedback Integration
- Task 7.3 Final Plan
- Task 7.4 Progress Reporting Template

WORK PROPOSAL



TIMELINE

		2025							
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Task Description									
Project Management									
Area 1. GHG Inventory									
Task 1.1	GHG Emissions Forecast								
Area 2. Vulnerability Assessment									
Task 2.1	Vulnerability Assessment								
Area 3. GHG Reduction Targets									
Task 3.1	Existing Conditions Assessment								
Task 3.2	Target Setting								
Area 4. GHG Goals, Strategies, and Actions Planning Elements									
Task 4.1	Climate Action Tracker								
Task 4.2	Prioritization Methodology								
Task 4.3	Funding Mechanisms								
Task 4.4	Implementation Plan								
Area 5. Mitigation, Climate Adaptation and Resilience Strategies									
Task 5.1	Framework Selection								
Task 5.2	Guiding Principles								
Task 5.3	Mitigation Policies & Strategies								
Task 5.4	Adaptation and Resilience Policies & Strategies								
Area 6. Community Engagement									
Task 6.1	Community Survey								
Task 6.2	Community and Stakeholder Engagement Plan								
Task 6.3	Develop Outreach Materials								
Task 6.4	Community Workshop								
Task 6.5	Stakeholder Engagement Report								
Task 6.6	Presentations to the City Council								
Task 6.7	Presentations to the Planning Commission								
Area 7. Draft and Final Climate Action and Adaptation Plan									
Task 7.1	Draft Plan								
Task 7.2	Review & Feedback Integration								
Task 7.3	Final Plan								

AREA 1: GHG INVENTORY



- ➜ **SCOPE 1:** Direct, on-site burning of fossil fuels, such as natural gas consumption
- ➜ **SCOPE 2:** Emissions from purchased electricity
- ➜ **SCOPE 3:** Indirect emissions over which the city may have limited control

The City has taken steps toward reducing its impact on the environment by calculating its 2005 baseline GHG emissions and updating the inventory every few years. In doing so, the City can confirm that it has met the AB 32 2020 GHG emissions reduction targets. This updated municipal and community-wide inventory will create emission reduction targets that align with new SB 32 legislation: 40% below 1990 levels by 2030; 80% below 1990 levels by 2050.

TASK 1.1 GHG EMISSIONS FORECAST

Blue Strike will forecast projected levels of using 2020 GHG emissions through 2050. This process will yield a comprehensive Business-as-Usual (BAU) scenario, depicted in **Figure 2**, and an Adjusted Business-as-Usual (ABAU) scenario, illustrated in **Figure 3**. This scenario will encompass the impacts of relevant legislative and executive actions at local, regional, and state levels, allowing for in-depth analysis and strategic planning. Blue Strike has completed dozens of GHG Inventories and projections for cities throughout California so we are familiar with State targets, regulations, and resources including the California Air Resources Board (CARB), the California Climate Action Registry (CCAR), and The Climate Registry (TCR).

FIGURE 2: BUSINESS-AS-USUAL FORECAST

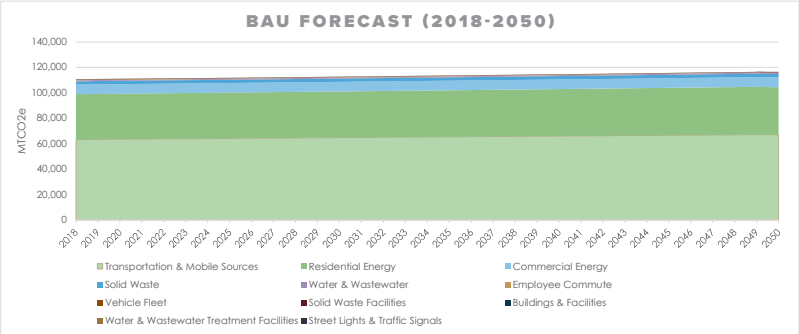
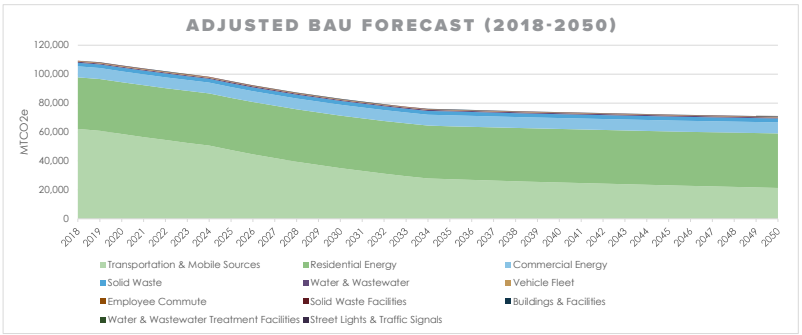
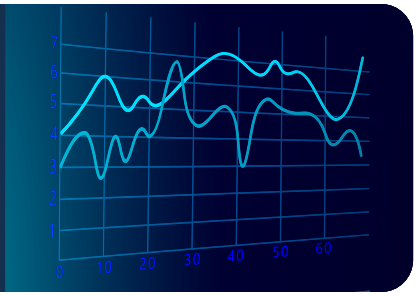


FIGURE 3: ADJUSTED BUSINESS-AS-USUAL FORECAST



WORK PROPOSAL

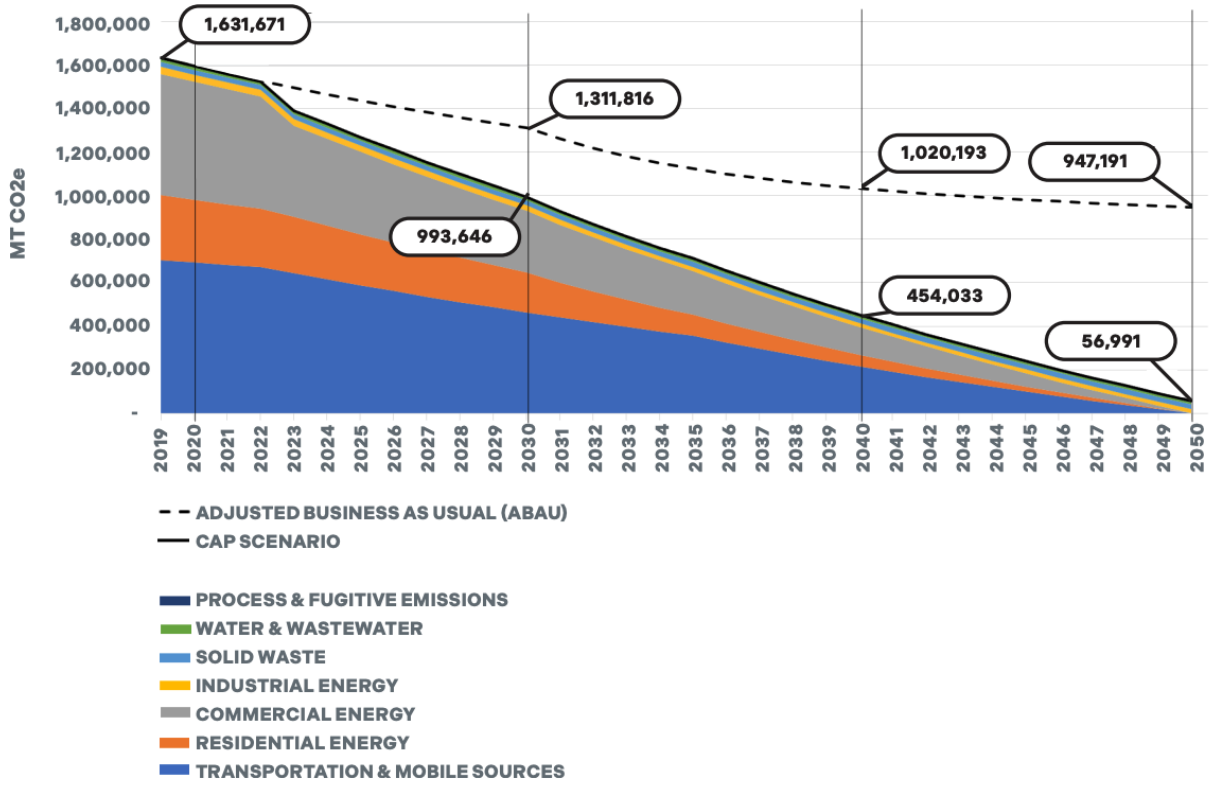
AREA 1: GHG INVENTORY



In collaboration with the City, Blue Strike will evaluate and discuss additional future emissions scenarios that are pertinent to the City's context and goals. An exploration of the City's Science-Based Target (SBT) could provide insights into the City's role in mitigating global temperature increases to less than 1.5 degrees Celsius.

Using the ABAU forecasted emissions estimated for the anticipated years 2030, 2045, and 2050, alongside the selected reduction targets, Blue Strike will assess the emissions gap that the City will need to address to achieve the specified targets. This assessment will inform the development of a reduction scenario aimed at meeting or surpassing the GHG reduction targets. The resulting analysis will demonstrate project emissions reductions by sector and scope. A visual representation similar to **Figure 4** will be produced to illustrate our analysis.

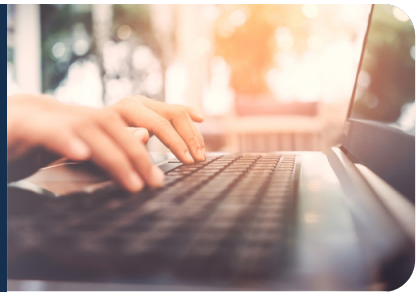
FIGURE 4: EMISSION REDUCTION BY FOCUS AREA



AREA 1 DELIVERABLES:

✔ GHG Inventory Forecasts

AREA 2: VULNERABILITY ASSESSMENT



Our climate and adaptation planning approach is deeply rooted in collaborative work with local governments, where we assess current assets, identify vulnerabilities to climate change, and forecast future impacts to develop tailored adaptation frameworks. This experience empowers us to integrate cutting-edge innovation and technology with established best practices, effectively meeting the unique needs of the Pacific Grove community. In doing so, our overarching vision is to bridge the gap between high-level sustainability and climate action planning and the local communities directly impacted by these plans. We strive for an effective alignment of planning goals with the genuine priorities of the community, which, in the context of Pacific Grove, means respecting its unique demographic, economic, and environmental diversity. Among many others, we've had success implementing this approach for Cities like Los Altos, CA and La Cañada Flintridge, CA.

TASK 2.1 ASSESS VULNERABILITY

With both the previously identified and newly added risks, our team will conduct a comprehensive Vulnerability Assessment for the City. Our analysis will address any disproportionate impacts that climate change may have on vulnerable populations across the City, particularly seniors, children, low-income residents, and persons with disabilities. Our approach will utilize the framework outlined in the U.S. Climate Resilience Toolkit.

We will dive deeper to assess the critical issues and evaluate their likelihood and total impact potential. We will consider a variety of impact areas for each risk identified including those listed in **Figure 5**.

FIGURE 5: IMPACT AREAS FOR PACIFIC GROVE'S VULNERABILITY ASSESSMENT

IMPACT AREAS	EXAMPLE IMPACTS
Disadvantaged Communities	Increased public health and safety risks including air and water quality, and natural disasters
Weather-Resistant and Resilient Infrastructure	Transportation, utilities/energy, water, buildings/facilities
Natural Resources	Environmental resources, natural habitat, recreation and open spaces
Socioeconomic Resources	Public health, economy, cultural resources, social systems/human services

AREA 2: VULNERABILITY ASSESSMENT



We will then prioritize and rank risks using the Risk Matrix approach (**Figure 6**). This approach considers the anticipated frequency of the risk occurring combined with its potential impact on vulnerable populations, the local economy, natural resources, City infrastructure, and more. Resources such as the County's Local Hazard Mitigation Plan and the vulnerability assessment previously conducted for the Safety Element of the City's General Plan can be used to quantify risks, assigning them a monetary value, and allow the Team to consider the cost of inaction. Additionally Blue Strike has tools to offer the City to calculate figures such as the social cost of carbon emissions, impacts on public health, and more.

FIGURE 6: RISK MATRIX APPROACH

		IMPACT			
		None	Small	Moderate	High
FREQUENCY	Very High		High	Very High	Very High
	High		Moderate	High	Very High
	Moderate		Low	Moderate	High
	Low		Low	Low	Moderate
	None	No Risk			

Information and data collected throughout this task will be cataloged and used to complete later work including the development and prioritization of goals, strategies and actions in the CAAP. Our Team will work to integrate ideas and information from the GHG inventory and the vulnerability assessment when appropriate to create a thoughtful and impactful CAAP for the Pacific Grove community.

AREA 2: VULNERABILITY ASSESSMENT



INVESTIGATE OPTIONS

Given that we have thoroughly identified and analyzed the City's risks and vulnerabilities, we will investigate options for adaptation, mitigation, and improved resilience. Our Team will leverage our experience, online tools, and key stakeholder knowledge to develop a menu of solutions. We will consider action taken by neighboring jurisdictions, the State, and guidance from federal agencies.

PRIORITIZE PLAN

Using the list of solutions created in Step Three, we will prioritize solutions based on potential for risk exposure and impacts on vulnerable populations. Solutions will be addressed at both the community and government operations levels. We will work closely with The City and reference tools such as FEMA's National Risk Index Tool, U.S. Census data, and the EPA's ARC-X tool to identify climate resilience priorities.

TAKE ACTION

Step Five will be completed as part of the implementation of the CAAP. Our Team will ensure the City is equipped with resources, tools, and detailed plans to take action and make the City more resilient to climate change with special consideration for the community's vulnerable populations.

AREA 2 DELIVERABLES:

✔ Vulnerability Assessment

- Includes an update and further identification of hazards, narrative explaining the risk and sensitivity of each hazard, and how the identified risks impact vulnerable populations of Pacific Grove.

AREA 3: GHG REDUCTION TARGETS



TASK 3.1 EXISTING CONDITIONS ASSESSMENT

Blue Strike will undertake comprehensive research and data collection in various areas crucial for the development of the CAAP. Our approach involves a thorough review of existing City General Plans, codes, policies, programs, and commitments to environmental sustainability and climate resiliency. We will meticulously analyze these documents to extract pertinent information and recommendations related to the development of the CAAP and GHG emissions reductions. Furthermore, to ensure the CAAP is well-rounded and informed by successful precedents, we will study best practices from cities comparable to Pacific Grove in terms of size, scale, and physical context. This will involve analyzing effective climate action plans, mitigation, adaptation measures, financing mechanisms, and community outreach techniques from these cities. Our research will not only cover local and municipal strategies but will also extend to state guidelines, ensuring our strategies align with higher-level directives. Our review will include but not be limited to the following documents:

CITY PLANS:

- Land Use Plan and Implementing Ordinances
- Local Coastal Program Land Use Plan
- Forest Hill Specific Plan
- 1984 General Plan
- 2014 Local Water Impact Report
- 2015 Vulnerability Assessment
- 2023 Housing Element Update

REGIONAL PLANS:

- Pending Monterey County CCAAP
- 2016 City of Monterey CAP
- 2021 Monterey One Water CAAP
- 2023 City of Salinas CAP
- 2022 City of Carmel-by-the-Sea CAP
- 2030 City of Santa Cruz CAP

BLUE STRIKE BEST PRACTICE:
INTEGRATED PLANS

Your plan will be integrated. Integration ensures that every initiative complements and enhances your existing planning efforts and avoids duplicating efforts. It also ensures alignment with regional and state level planning for climate-related activities. By creating a cohesive approach, our climate action and adaptation plan works in harmony with your overall development goals, amplifying impact and efficiency.

AREA 3: GHG REDUCTION TARGETS



STATE LEGISLATION:

- 2022 State of California Building Codes
- Governor Newsom's California Climate Commitment
- CARB's 2022 Scoping Plan for Achieving Carbon Neutrality
- AB 32 Global Warming Solutions Act of 2006
- California Senate Bill 32
- California's SB 379
- California's SB 100, The 100 Percent Clean Energy Act of 2018
- California Executive Order B-55-18

TASK 3.2 TARGET SETTING

Given the results of the GHG inventory completed in Area 1, Blue Strike will assist the City in determining emission reduction targets for community-wide and municipal emissions that are both ambitious and achievable. Targets will be set for 2030, 2045, and 2050. This process will begin with a review of existing federal, state and city legislation in addition to targets set by comparable communities. This information, along with the GHG inventory will be used to inform the targets. Blue Strike will ensure that all targets are in alignment and are compliant with state and federal regulations as shown in **Figure 7**.

FIGURE 7: REDUCTION TARGET COMPARISON TABLE

	2025	2030	2035	2040	2045	2050
Paris Agreement						Net Zero Carbon
Science Based Targets		50% baseline reduction				Net Zero Carbon
United States		50%-52% reduction from 2005 levels				
State of California		40% reduction from 1990 levels			85% reduction from 1990 levels	
City of Carmel		40% reduction from 1990 levels			Carbon Neutrality	
City of Santa Cruz		40% reduction from 1990 levels	Carbon Neutrality			

AREA 3 DELIVERABLES:

- ✔ Existing Conditions Assessment
- ✔ GHG emissions reduction targets

WORK PROPOSAL

AREA 4: GHG GOALS, STRATEGIES, AND ACTIONS PLANNING ELEMENTS



TASK 4.1 CLIMATE ACTION TRACKER (USER GUIDE)

A critical component of our methodology is the development of a Climate Action Tracker, a comprehensive, online, Excel-based tracker that will centralize and summarize the prior plans, knowledge, and ongoing initiatives that may be relevant to this project as shown in **Figure 8**. We will utilize this innovative interactive simulation tool, to identify the most cost efficient and feasible set of strategies for reaching the carbon neutrality targets, and other goals, under different investments and assumptions. This tool will be used throughout the planning process and will be accessible to the City, serving as a collaborative platform—a shared digital workspace for both the City Project Team and Blue Strike. It will evolve as a foundational document, subject to revisions as additional review and analysis occurs, providing a consolidated overview of the City's climate action journey.

THE CLIMATE TRACKER'S FUNCTIONS INCLUDE:

Review Data: The findings of the existing conditions assessment will be systematically recorded in the Climate Action Tracker to establish a baseline for future assessments.

Strategy Formulation: Using the existing conditions assessment as a baseline, we will develop potential goals and strategies for the final CAAP, which will be documented in the Climate Action Tracker.

Collaboration & Feedback: The Climate Action Tracker will be shared with the City Project Team, encouraging real-time feedback and ideas on draft goals and strategies, making it a collaborative tool.

Monitoring & Tracking: The Climate Action Tracker will store the Implementation Plan (Task 4.4), serving as a strategic blueprint for monitoring, tracking, and reporting the plan's progress.

FIGURE 8: FORMAT OF THE CLIMATE ACTION TRACKER

CLIMATE ACTION PROGRESS	OBJECTIVES	STRATEGIES	GOAL TYPE	METRICS	GROUPS INVOLVED
ENERGY & EMISSIONS	**DEVELOP CAP/ACHIEVE NEUTRALITY BY 2035**				
Develop GHG emission inventory reporting protocol	Expand GHG accounting to include the entire institute	Collect and report resultant GHG emissions for domestic regional leased facilities	Contingent	Emissions using CESA	Sustainability, HR, Regional
		Collect & report GHG emissions for all leased facilities	Future	Emissions using CESA	Sustainability, HR, Regional
Reduce Scope 1 & 2 emissions by 25% by 2025	Established a Green Revolving Fund	Create Internal Financial Structure	Future	$ awarded/planned	Sustainability
		Create application & distribution procedure & schedule	Contingent		
		Identify staff oversight/governance structure	Future		
	Consider Renewable Energy Procurement	Purchase premium renewable energy products in all domestic offices	Current	MTCO2 avoided, $	
		Purchase utility partners & Identify cost of premium	Future	MTCO2 avoided, $	
5% reduction in natural gas from 2019 levels by 2022	Consider heat pumps as a replacement option		Current	0	
	Consider switching to renewable natural gas		Current	0	
5% reduction of electricity from 2019 levels by 2022	Increase Energy Efficiency projects	Perform energy audit on X campus	Current	MTCO2 avoided, $	
	Install 1 MW solar on main campus by 2025	Solar PC fitting survey	Current	0	
BUILT ENVIRONMENT					
Identify one sustainable building material			Current	0	Eng.
Incorporate reporting and certification structures			Current	0	Eng.

AREA 4: GHG GOALS, STRATEGIES, AND ACTIONS PLANNING ELEMENTS



TASK 4.2 PRIORITIZATION METHODOLOGY

Once the menu of strategies is identified, our team will collaborate with the City to prioritize each strategy. This process typically involves ranking a range of factors relevant to and selected by the City using a Prioritization Matrix. Strategies are then analyzed across the range of factors selected. The analysis will utilize the best available information provided by the City, or other sources where necessary. The analysis is intended to provide a high-level review of the potential costs, related GHG reductions and co-benefits, etc. for each strategy. It is designed for context and screening-level measure selection rather than an in-depth evaluation. Scoring factors may include:

- **Greenhouse gas reduction potential –**
  How effective is this strategy in meeting the City's greenhouse gas reduction target(s)?
- **Potential cost & benefits –**
  Does the strategy offer a low, medium, or high return on investment?
- **Implementation feasibility –** How easy or challenging is it to implement this strategy?
- **Funding availability –**
  Is it likely to secure funding for this strategy?
- **Co-benefits –**
  Does this strategy offer additional benefits like health, cleaner air, or economic growth for example?
- **Alignment with existing initiatives –**
  Does this strategy align well with the City's existing policies and initiatives?
- **Equity –**
  Does this strategy benefit vulnerable or disadvantaged communities within the City?

This type of scoring and ranking process will allow the City to determine the most relevant strategies and measures to meet its unique goals and characteristics and align with its priorities. **Figure 9** shows an example of a high-level analysis of a Prioritization Matrix.

FIGURE 9: PRIORITIZATION MATRIX SAMPLE

STRATEGIES	ECONOMIC RESILIENCE (low/medium/high)	QUALITY OF LIFE (yes/no)	CLIMATE EQUITY (yes/no)	GHG REDUCTION (low/medium/high)	COST (low/medium/high)	PRIORITY SCORE
2.1 A - Implement a comprehensive City Electric Vehicle (EV) Transition Plan, focusing on integrating EVs into existing fleets and expanding charging infrastructure.	Low	No	No	High	High	1
3.1 A - Enhance green spaces and outdoor recreational facilities within the community to promote environmental sustainability and improve the quality of life for residents.	High	Yes	Yes	Low	Medium	2

AREA 4: GHG GOALS, STRATEGIES, AND ACTIONS PLANNING ELEMENTS



TASK 4.3 FUNDING MECHANISMS

Blue Strike will compile a list of funding mechanisms and match each to a reduction measure. The funding mechanisms will include local, state, and federal grants, rebate and incentive programs, and internal funding mechanisms (bonds, taxes, fees, funds, etc.).

Our recent experience in conducting a comprehensive analysis of funding sources for the implementation for the City of Orange County, NC's CAAP, in addition to our extensive work with other agencies and plans, has equipped us with a deep understanding of state and federal funding opportunities, emerging private capital solutions, and many other options. We will leverage this expertise to provide funding strategies that are tailored to each project. As a possible additional service, our team, which includes experts in climate finance, can assist with creating terms sheets, grant proposals, and financial models to support fund acquisition.

A snapshot of Orange County, NC's CAAP Funding Plan is shown as **Figure 10**.

BLUE STRIKE BEST PRACTICE:
FUNDED PLANS

Your plan will be funded. While we cannot directly finance your strategies - we wish we could! - we can provide you with state and federal funding options that specifically match each one. Further, we can help design creative internal financing mechanisms, such as revolving funds, public-private partnerships, and revenue-based approaches, among others. Matching climate projects with specific funding mechanisms helps overcome a significant implementation hurdle.

AREA 4: GHG GOALS, STRATEGIES, AND ACTIONS PLANNING ELEMENTS



FIGURE 10: SNAPSHOT OF FUNDING PLAN

STRATEGY	IMPLEMENTATION YEAR	ESTIMATED COST	LEAD	COST ASSUMPTION	POSSIBLE FUNDING SOURCE(S)	POTENTIAL PARTNERS
2024						
T 1.2 Transition to smaller, energy-efficient buses or vans during peak hours, providing efficient and reliable services	2024	$300,000	Transportation	$100k for developing and implementing a transition plan. $200k for adjusting off-peak schedules.	FTA/DOT programs Low interest loans Operating and Capital budgets	Orange County Transportation
T 1.3 Explore innovative public transportation options	2024	$170,000	Transportation	$50k for comprehensive study. $20k for stakeholder engagement. $100k to expand MOD, including vehicles and other operational costs.	DOT programs	TDM Coordinator, Orange County Transportation; EVs for Orange; "TransLoc." rideshare app features
T 2.1 Initiate pilot marketing campaigns that use innovative means/ methods to inform community about public transportation options/programs/ incentives	2024	$20,000	Transportation	$10k for marketing campaigns (development and deployment). $10k for partnering activities and program participation incentives.	Operating and Capital budgets	TDM Coordinator, Orange County Transportation; PIO office to come up with a "Just the Bus" or similar campaign(s), distribute through communication networks
T 2.2 Partner with chamber networks and the Regional Transportation Alliance to develop education programs around the Orange County Commuter Options program and similar multimodal transportation solutions for private businesses	2024	$7,000	Transportation	0.1 FTE for program development and coordination.	Operating and Capital budgets	Hillsborough-Orange County Chamber of Commerce, Chapel Hill-Carrboro Chamber of Commerce

AREA 4: GHG GOALS, STRATEGIES, AND ACTIONS PLANNING ELEMENTS



TASK 4.4 IMPLEMENTATION PLAN

Blue Strike aims to deliver a cost-effective, living plan that includes iterative steps for evaluating implementation and investment costs at key points. We will gather information, case studies, and costs of each reduction strategy to determine budgetary impacts and goal achievement. By mapping goals onto phases, the CAAP will be an interconnected document with strategies building upon each other. Our Implementation Plan is envisioned to be a living and adaptive roadmap, characterized by evaluative steps and refined processes that scrutinize both implementation and investment costs at crucial junctures. This CAAP will serve as a strategic blueprint, detailing lead agencies, partners, implementation costs, timeframe, and funding mechanisms, ensuring a coordinated approach in executing each measure.

Timeframe. Establishing goals and timelines for each initiative will allow the City to monitor progress, allocate resources, and understand implementation requirements. Our team is skilled in establishing goals and timelines tailored to each City's circumstances, and we will work closely with the City to develop appropriate ones. Additionally, we will consider the availability of funding resources and schedule implementation at strategic times to maximize funding opportunities.

Metrics. Establishing a comprehensive set of metrics and performance tracking indicators to evaluate the success and impact of each strategy. These indicators will enable effective monitoring of climate action and adaptation efforts, providing valuable insights for ongoing evaluation. Possible metrics include vehicle miles traveled, energy use, transportation mode shifts, kW installed, EV adoption, gallons of fuel, and more.

BLUE STRIKE BEST PRACTICE:
ACTIONABLE PLANS

Your plan will be actionable. The goals developed through the engagement can be realized through crowd-pleasing strategies that provide benefits to everyone in your community. But we go one step further by deriving action steps to support every strategy. These steps have dates for completion, assign responsible departments, and include metrics to recognize success.

Lead Department. City lead department or personnel responsible for spearheading and overseeing the implementation efforts will be identified, fostering accountability, and propelling effective coordination throughout every phase. This is pivotal in ensuring synchronized efforts and alignments with the various stakeholders, avoiding overlaps, and ensuring the realization of each measure in the envisaged timeframe.

Potential Partners. In collaboration with the City, We will identify potential partners who can collaborate with the City to enhance the effectiveness and impact of the proposed initiatives. We will leverage our extensive network and expertise to recommend suitable partners for collaborative efforts.

AREA 4 DELIVERABLES:

- ✔ Climate Action Tracker
- ✔ Prioritization Matrix
- ✔ Funding Plan
- ✔ Implementation Plan

WORK PROPOSAL

AREA 5: MITIGATION, CLIMATE ADAPTATION AND RESILIENCE STRATEGIES



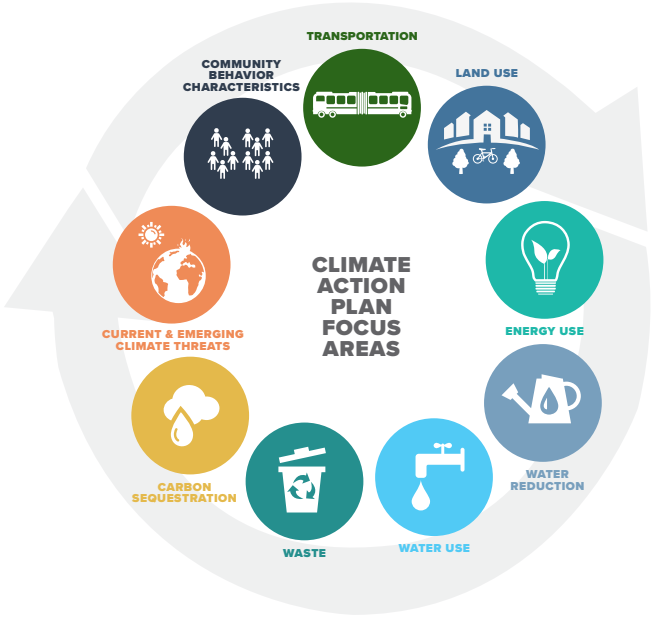
TASK 5.1 FRAMEWORK SELECTION

Following the completion of the GHG inventory, Blue Strike and the City will discuss a strategic framework for the CAAP and its GHG emission reduction strategies. Blue Strike has found that establishing this framework early on in the project can keep our discussion focused and within scope.

We will begin by creating a broad framework to communicate focus areas: Mitigation, Adaptation, and Resilience Next, we will choose resource and service areas that will serve as a secondary framework for the final CAAP document. Current resource and service areas to consider include transportation, land use, energy use, water reduction, water use, waste, carbon sequestration, current and emerging climate threats and community behavior characteristics. We will work closely with the City to determine the most appropriate framework topics given the priorities and needs of the City.

TASK 5.2 GUIDING PRINCIPLES

Once a broad framework of communication is established, Blue Strike will establish Guiding Principles within Mitigation, Adaptation, and Resilience focus areas. As an example, Las Vegas Convention Center committed to a pledge of carbon neutrality; however, we identified eight (8) Guiding Principles to uphold the implementation of the CAP in its entirety. The Principles were also used to convey the Convention Center's priorities to stakeholders.



8 GUIDING PRINCIPLES OF THE CAP

1. Reach overarching GHG Goals: Achieve a 50% reduction in Scopes 1 and 2 by 2030 and 100% by 2050 using a 2022 baseline; begin tracking Scope 3 data as available.
2. Reach water usage reduction goals: Reduce water consumption annually per square foot.
3. Reach waste diversion goals: Achieve 75% diversion by 2027, and 90% by 2035.
4. Establish governance: Strengthen internal and external management and accountability structures to ensure the LVCVA achieves the goals outlined in the CAP.
5. Communicate: Build a community engagement strategy to integrate communication and reporting protocols across the facility and event partners.
6. Develop resilience: Be prepared for climate emergencies.
7. Provide resources: Be purposeful in understanding and prioritizing the funding needed to implement this CAP.
8. Partner: Partner with facility and destination stakeholders.

WORK PROPOSAL

AREA 5: MITIGATION, CLIMATE ADAPTATION AND RESILIENCE STRATEGIES

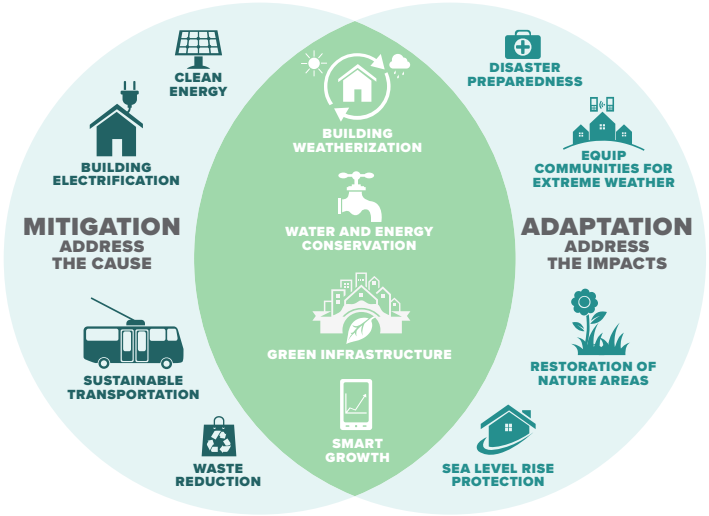


TASK 5.3 MITIGATION POLICIES & STRATEGIES

Blue Strike will collaborate closely with the City to devise and refine an array of goals, strategies and actions tailored towards reducing GHG emissions through the reduction targets selected in Area 3.1, considering factors such as GHG emissions reduction potential, feasibility, metrics, milestones, co-programming opportunities, and regulatory and technical considerations.

The non-exhaustive list of areas we will consider to develop the menu of strategies and actions includes, but is not limited to:

- Building electrification
- Streamlining of retrofitting permit process
- Development of a Net Zero pledge
- Fuel switching programs for vehicles and buildings
- Residential solar and solar + storage programs
- Programs to speed up EV adoption
- Programs to promote alternative means of transportation
- Expansion in the number of EV charging stations
- Development of community resiliency centers at schools, fire stations, and community centers for use in times of Public Safety Power Shutoff (PSPS) or climate emergency.
- The potential for microgrid/community resiliency projects



TASK 5.4 ADAPTATION AND RESILIENCE POLICIES & STRATEGIES

Blue Strike will follow the same approach used for mitigation and establish strategies and actions within each of the framework topics that will increase resilience and adaptation for the City. We will work closely with the City to refine these strategies, ensuring they are detailed and impactful. It is critical that feedback received from Task 6 be incorporated as well to establish an approach that will focus on the City's most vulnerable communities and regions.

WORK PROPOSAL

AREA 5: MITIGATION, CLIMATE ADAPTATION AND RESILIENCE STRATEGIES



The process of all strategy development will be guided by:

1. Alignment with the City's ongoing initiatives, plans, and future aspirations (as outlined in Task 3.1)
2. Input and insights gathered through community and stakeholder engagement processes (as outlined in Area 6)
3. Incorporation of best practices observed in similar initiatives undertaken by other municipalities
4. Analysis of GHG inventories to identify major emission sources, typically found in on-road transportation, buildings, and energy sectors (as outlined in Task 1)

Figure 11 provides an example of a goal, strategy, and action as a sample transportation section, including a priority score and co-benefits for each action.

FIGURE 11: SAMPLE TRANSPORTATION SECTION

GOAL 1 Reduce City-Wide Vehicle Miles Traveled by 25% by 2035

TRANSPORTATION



STRATEGY 1.1 CREATE A WALKABLE AND BIKEABLE CITY

	ACTION		
1.1 A	**Create a pedestrian-friendly Downtown and other community and commercial spaces throughout the city**	Establish Car-Free zones and one-way traffic Downtown and in other commercial and community areas to encourage non-vehicular travel. Expand sidewalk space and dedicate specific streets for pedestrian and cycling use only. Create safe, sheltered, outdoor areas for pedestrians and increase the number of bicycle racks for cyclists. Base development on 15-minute city principles.	PRIORITY: 1 CO-BENEFITS:
1.1 B	**Develop and implement a new Parking Management Plan that supports strategic VMT reduction**	Develop and implement a community-wide Parking Management Plan that reduces minimum requirements and sets upper limits on parking spaces for new development. Ensure the strategy is based on three principles: increasing dedicated EV and handicapped parking spaces in key commercial areas, reducing the parking footprint (turn into green space), and add specific drop-off and pick up zones at strategic locations. Plan for street and parking lot changes to accommodate conversion to passenger pick-up and drop-off stops at commercial and other public land use locations.	PRIORITY: 1 CO-BENEFITS:

CO-BENEFITS KEY

- COST EFFECTIVENESS
- COMMUNITY BENEFITS
- ECONOMIC BENEFITS
- ALIGNS WITH STATE AND LOCAL POLICIES
- PROMOTES EQUITY & CLIMATE JUSTICE

AREA 5 DELIVERABLES:

- ✔ Planning Framework
- ✔ Guiding Principles
- ✔ Set of goals, strategies and actions

AREA 6: COMMUNITY ENGAGEMENT



Successful climate action depends on broad community engagement. Our strategy involves four key steps: Inviting all stakeholders, listening actively and empathetically, mobilizing insights into practical actions, and collaborating to build strong partnerships. This approach highlights the importance of community-led solutions, especially including those often overlooked in planning. Our goal is to develop a CAAP that represents the collective vision and needs of Pacific Grove's community, aiming for impactful results.



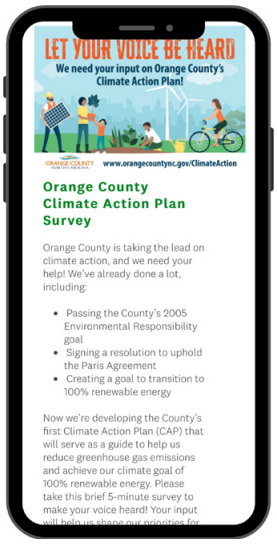
TASK 6.1 COMMUNITY SURVEY

Early in the process, Blue Strike will develop and host one online community survey to solicit broader input in the development of the CAAP. The community can provide input on their climate-related concerns, goals, and potential actions for a more sustainable and resilient Pacific Grove. The community survey will be marketed (via a weblink and QR code) on the City's website and other outreach materials, and feedback from the survey will be incorporated into the Draft CAAP. Depending on the project's needs, Blue Strike is equipped to create a tailored survey using well-established platforms like Survey Monkey or Qualtrics. Our experience includes creating and evaluating similar surveys for recent initiatives in Orange County, NC, La Canada Flintridge, CA, Dalton, NC, and Fairfield, OH.

TASK 6.2 COMMUNITY AND STAKEHOLDER ENGAGEMENT PLAN

In collaboration with the City, Blue Strike will develop a Community and Stakeholder Engagement Plan to guide Area 6. We will leverage the City's past initiatives to ensure meaningful interactions with both internal and external stakeholder groups. The Plan will be carefully designed to surface the community's viewpoints, evaluate effective strategies, and uncover opportunities for refinement, making certain that it encapsulates the shared aspirations and visions of the community, guaranteeing that the resulting CAAP resonates and is locally relevant. The Community and Stakeholder Engagement Plan will include:

- **Goals:** In collaboration with the City, we will set overarching goals for stakeholder engagement which will direct the entire engagement process. They might range from increasing stakeholder perceptions related to the CAAP to fostering support and awareness for the strategy's final plans and execution.



AREA 6: COMMUNITY ENGAGEMENT



- **Stakeholder Identification:** Climate action can only be achieved with community-wide support and action. We envision the City's CAAP initiatives to be carried out by three categories of stakeholders: 1) community and representative organizations, 2) businesses/corporations, and 3) city/agencies/public facilities. Therefore, a series of three public workshops will be held that cover a cross-section of these stakeholders. Blue Strike will manage all presentation, outreach materials, and registration process. In developing a Community and Stakeholder Engagement Plan, our team is committed to a process that will:
  - Ensure the community feels ownership over the CAAP's development
  - Prioritize solutions and input that community offers to shape the plan
  - Engage with members of the community who have not typically been involved in planning processes in the past.

With organized groups, we can distribute meeting invites or other project communications to the group's leadership for distribution to their membership. On the community side, specific stakeholder groups will be identified in order to drill down into key issues. Key stakeholder groups invited to participate in workshops will include, but are not limited to:

- Sustainable Pacific Grove
- Save Our Shores
- Friends of the PG Library
- Surfrider Foundation
- Central Coast Community Energy
- Monterey Bay Air Resources District
- ReGen
- Pacific Grove Unified School District
- Pacific Grove Chamber of Commerce

Special consideration will be given to make sure traditionally underrepresented populations are engaged with and/or that their needs, priorities, and values are incorporated into updated CAAP measures. These groups may include:

- Meals on Wheels
- Low income senior housing facilities
- Canterbury Woods
- Heritage Society of Pacific Grove
- Rotary Club
- Pacific Grove High School Sustainability Club

AREA 6: COMMUNITY ENGAGEMENT



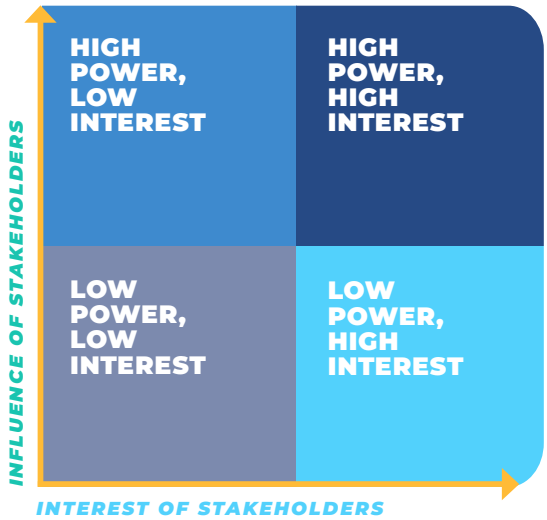
- **Stakeholder Level of Engagement:** Once stakeholders are identified, we select the right level of engagement (**Figure 12**) we aim for each stakeholder. For instance, for some groups, the goal may be to simply keep them informed, while for others, we might seek to actively collaborate. The decision on the level of engagement for each group will be based on an Interest + Influence Matrix (**Figure 13**), which will be filled in close collaboration with the City.

FIGURE 12: LEVELS OF ENGAGEMENT



- **Outreach Activities:** Detailed plans for various outreach methodologies will be laid out, including timing, objectives, format, key participants, potential agendas, and roles of the City and Blue Strike.
- **Overall Timeline:** We will develop a planned timeline for all engagement and outreach activities, ensuring that these events are strategically scheduled in alignment with the technical aspects of the project. This timeline will be designed to maintain consistent progress and build momentum among stakeholders.

FIGURE 13: INTEREST + INFLUENCE MATRIX



AREA 6: COMMUNITY ENGAGEMENT



TASK 6.3 DEVELOP OUTREACH MATERIALS

Blue Strike's in-house Graphic Designer will create simple, elegant, and compelling outreach materials. This could include hardcopy handouts and digital materials that can be shared on the City's website and social media. We acknowledge that these visuals and graphics will be powerful tools and will be used as public-facing materials for outreach activities.

Below are some examples of graphics we have developed for clients:

EXAMPLE OF OUTREACH MATERIAL
BRANDING



EXAMPLE OF OUTREACH MATERIAL
INFOGRAPHICS



BLUE STRIKE BEST PRACTICE
BRANDED PLANS

Your plan will be branded. Branding the CAAP makes it instantly recognizable to the Pacific Grove community to foster a strong identity and sense of ownership. We can work with the City's marketing, or project team, to develop a unique graphic for the CAAP that aligns with existing City design and will help engage the community. All deliverables will be finalized using the City' unique CAAP branding, to strengthen the project's identity, connection within the community, and enhance its visibility.

AREA 6: COMMUNITY ENGAGEMENT



TASK 6.4 COMMUNITY WORKSHOPS

Blue Strike will design and facilitate two (2) community workshops, The first workshop would occur early-on in the project's progression to engage the broader public, foster collaborative discussions, and generate innovative ideas for climate action in Pacific Grove. This workshop will provide a platform for participants to share their expertise, experiences, and visions, with a variety of input opportunities and breakout sessions for focused discussions. We will work closely with the City to develop an invitee list and the most effective workshop agenda and materials. The second workshop would occur toward the end of the process when final draft goals, strategies, and actions are ready for review.



TASK 6.5 STAKEHOLDER ENGAGEMENT REPORT

The team will measure the efficacy of engagement efforts to achieve the City's goals and improve outreach and engagement practices. The team will develop a final engagement report that summarizes all engagement activities, including summaries of the community workshops, online survey, and online feedback and comments.

EQUITY CONSIDERATIONS IN SCHEDULED COMMUNITY ACTIVITIES

In formulating equitable community activities, our team prioritizes several key considerations:

Resource provision for ease of participation: Recognizing the diverse needs of community members, a special focus on alleviating participation barriers should be considered. This could include offering financial or technological assistance, transportation support, flexible scheduling, and childcare services.

Accessible planning and scheduling: Community events should be planned with accessibility as a core consideration, including the use of culturally appropriate materials in various relevant languages and providing necessary translation and interpretation services as needed.

Event timing and multiple engagement channels: Scheduling community events at times that are most convenient for the disadvantaged community, and offering multiple ways for people to contribute.

AREA 6: COMMUNITY ENGAGEMENT



TASK 6.6 PRESENTATIONS TO THE CITY COUNCIL



As representatives of the Pacific Grove's community, support and guidance from the City Council and Planning Commission is imperative for the success of this project. Our team will support City staff in presenting the finalized CAAP to the City Council and Planning Commission near the conclusion of the project term, allowing for any final feedback offered in these respective presentations to be incorporated into the CAAP ahead of adoption. At this City's discretion, this may entail the development of a Powerpoint presentation, summary memorandum, or any similar documents that will facilitate effective conveyance of CAAP contents. Should City staff be required to present on multiple occasions in order for the CAAP to be readily adopted, Blue Strike will provide support for each engagement.

Our team will assist City staff with the following tasks:

- ➜ **Presentation 1:** Introduce the CAAP project, present preliminary findings from the GHG inventory and plans for stakeholder engagement activities.
- ➜ **Presentation 2:** Present finalized CAAP to City Council for adoption.

TASK 6.7 PRESENTATIONS TO THE PLANNING COMMISSION

Blue Strike will provide three (3) presentations to the Pacific Grove Planning Commission throughout the progression of the project. The purpose of the proposed presentation is as follows:

- ➜ **Presentation 1:** Introduction to the project, outlining goals and expected outcomes.
- ➜ **Presentation 2:** Follow up on the project's progress and address takeaways from the GHG Inventory, emission reduction target setting, and stakeholder engagement activities.
- ➜ **Presentation 3:** Introduce the final CAAP and address questions and concerns.

Blue Strike will assemble slide decks for each presentation and take notes during the discussion.

TASK 6 DELIVERABLES:

- ✔ Communications and Stakeholder Engagement Plan
- ✔ Outreach materials, including:
  - › Logo
  - › Two (2) graphics
- ✔ Two (2) Community Workshops
- ✔ One (1) online community survey
- ✔ Three (3) presentations to the Planning Commission
- ✔ Two (2) presentations to the City Council
- ✔ Stakeholder Outreach Report

WORK PROPOSAL

AREA 7: DRAFT AND FINAL CLIMATE ACTION AND ADAPTATION PLAN



All recommendations, reports, and CAAP documents will first be presented to the City in preliminary draft format. The preliminary draft will be followed by an initial comment period from City staff, after which our team will incorporate all recommended changes. Following preliminary draft comment, a final draft version will be prepared incorporating comments and feedback. The final draft version will again be presented during a final comment period, after which edits and revisions will be incorporated into the completed final CAAP document. The final CAAP will be a cross-product of the aspirations of the City and its' residents (as identified through the City), as well as the gaps and opportunities identified during Task 4.

TASK 7.1 DRAFT PLAN

Following the completion of Tasks 1 through 6, Blue Strike will assemble a draft Climate Action Plan for the City. The CAAP will encapsulate all of the work completed in the previous tasks, as well as outline the near and long-term implementation plans, GHG reduction potential, progress metrics (KPIs), and responsible departments and agencies in charge of executing the CAAP. This strategic framework will further outline equity impacts, funding sources, and near-, mid-, and long-term goals for both municipal and community-wide action to allow for clear and precise implementation.

SECTIONS OF THE CAAP WILL INCLUDE, BUT ARE LIMITED TO:

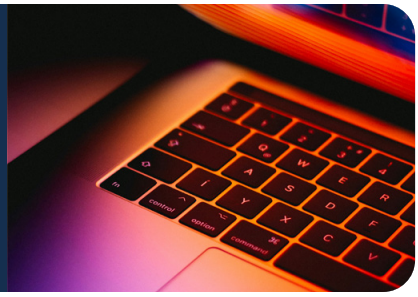
- Review of Local/Regional Plans and policies
- Inventory of GHG emissions
- Vulnerability Assessment
- Clear GHG emission reduction targets
- Goals, strategies, and actions to enable the City to achieve or exceed GHG reduction goals
- Climate adaptation and resilience strategies
- Community Engagement strategies

TASK 7.2 REVIEW & FEEDBACK INTEGRATION

The completion of the draft CAAP will be followed by a comment period of up to thirty (30) days for the City staff, community members and City Council to provide feedback. Following this review period, our team will incorporate all recommended changes. A record of all comments will be kept, and a description of how all comments have been addressed will be delivered to the City along with the final CAAP.

WORK PROPOSAL

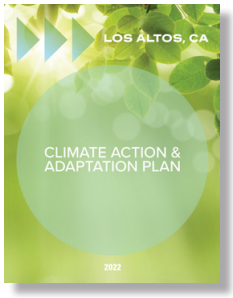
AREA 7: DRAFT AND FINAL CLIMATE ACTION AND ADAPTATION PLAN



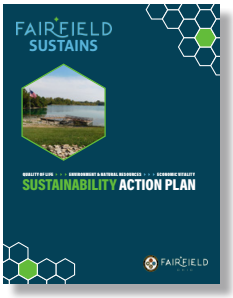
TASK 7.3 FINAL PLAN

Blue Strike will deliver a comprehensive and robust CAAP that relies on graphs, charts, infographics, and other data visualization tools to convey information rather than large blocks of text. Equipped with an in-house graphic designer, Blue Strike will ensure the final CAAP is visually engaging and effectively conveys the most important messages from our work. Rose Freidin, has more than 20 years of experience in graphic design and has been working with Blue Strike for several years. Rose has designed plans for numerous jurisdictions across the country. She understands how to portray the work conducted by Blue Strike and our partners while also presenting data in a way that is easy to understand and engaging. Rose will work with the City to ensure the final CAAP matches existing the City's branding and all infographics are concise and compelling.

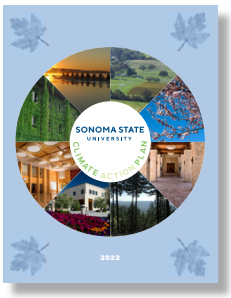
The CAAP will be accessible as a downloadable PDF report, to allow for both hard copy and digital consumption.

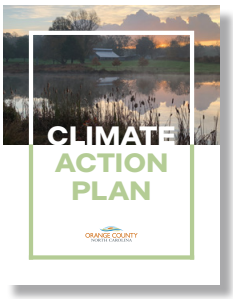


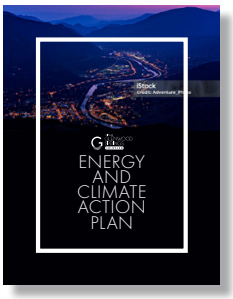


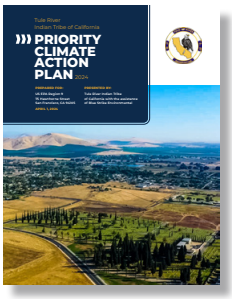












TASK 7 DELIVERABLES:

✔ Draft Climate Action Plan

✔ Review period of up to thirty (30) days

✔ Final Climate Action Plan

MINIMUM QUALIFICATIONS, PRIOR RELATED EXPERIENCE, AND REFERENCES



blue strike

BLUE STRIKE QUALIFICATIONS

Since 2007, Blue Strike Environmental has offered award-winning services in sustainability, climate change, and clean energy. Specializing in a broad spectrum of services, including sustainability planning, carbon accounting, and emission reduction strategizing, we have been at the forefront of delivering pioneering solutions in climate action and environmental resilience. We stand as a Woman-Owned Small Business Enterprise and a Certified Green Business, with our headquarters in Monterey, California, and satellite offices across the United States, dedicated to contributing sophisticated, innovative, and effective solutions to the multifaceted environmental challenges facing our communities today.

“THE BEST CONSULTANTS WE'VE EVER HIRED!”

- City Planning Manager

Our GHG inventory experience is long-standing and includes one of the first implementations of the International Council for Local Environmental Initiatives (ICLEI) U.S. Community Protocol using the ClearPath platform, which is designed for local governments and communities to manage and reduce greenhouse gas emissions. Our team is also capable of advanced energy analysis using data analytics. For example, we recently conducted an analysis of electricity consumption and peak demand in Glenwood Springs, examining energy use in megawatt-hours (MWh) and peak loads in megawatts (MW) to determine the best strategies for their local context.

Our commitment to inclusive stakeholder engagement ensures we articulate the technical elements of climate action through a robust, inclusive process that aligns planning goals with community priorities. Our approach is deeply rooted in principles of climate justice and resilience, emphasizing meaningful participation from a diverse spectrum of communities. From inception to implementation, we guide our clients through an engagement process that ensures their voices are heard and their needs are met. We have extensive experience developing a wide array of education and outreach strategies, including social media graphics, press releases, community surveys, and presentations to key stakeholders.

MINIMUM QUALIFICATIONS, PRIOR RELATED EXPERIENCE, AND REFERENCES



We strive to maintain open channels of communication, inviting people to have a voice and an active role in shaping decisions that affect their lives. This creates a stronger connection between planning goals and community needs, resulting in more functional, efficient, and effective design outcomes. Our experience includes multilingual public education campaigns, such as translating outreach materials and surveys into Spanish for Orange County, NC, and La Cañada Flintridge, CA, both in 2023. In addition, our Blue Strike staff come from diverse backgrounds and collectively speak five languages: English, Spanish, French, Russian, and Portuguese.

Our professionals are industry pioneers known for designing program activities, setting best practices, and innovating policy and reporting frameworks. We bring a wealth of knowledge and technical skills that enable us to conduct in-depth evaluations of sustainability initiatives, set achievable emission targets, and craft tailored strategies and policies in climate, sustainability, and resilience that align with the distinct needs and aspirations of each community we engage with. Our forefront industry insights allow us to transform these efforts into actionable and easily implementable plans that cast an ambitious but feasible vision for our clients.

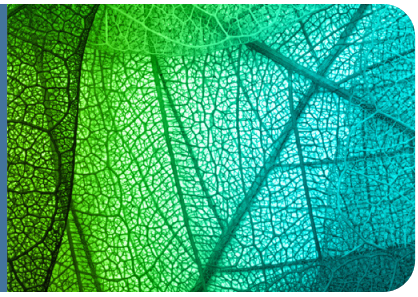
CERTIFICATIONS

- ISO 20121; Environmental Certifier
- Certified Green Business; California Green Business Network
- Women-Owned Business Enterprise; Women's Business Enterprise National Council
- Small Business Enterprise; US Small Business Administration
- Council for Responsible Sport; Environmental Certifier
- Sustainable Event Alliance; Environmental Certifier

AWARDS

- Clean Air Leadership Award presented by Monterey Air District
- California Resource Recovery Association Award for Best Practices for Events and Venues
- California Higher Education Sustainability Conference Sustainability Innovation Award
- Governor's Environmental and Economic Leadership Award
- Berta Cáceras Award for Environmental Justice by Romero Institute

MINIMUM QUALIFICATIONS, PRIOR RELATED EXPERIENCE, AND REFERENCES



STAFF

City of PACIFIC GROVE

blue strike



BRENNEN JENSEN
ENGAGEMENT LEAD



KRISTIN CUSHMAN
PROJECT MANAGER



RICH SWANSON
TECHNICAL LEAD



MARLEY DOOLING
PROJECT SUPPORT

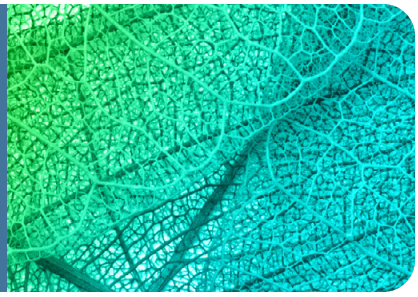


SOL SHEPHERD
GHG INVENTORY & FORECASTS LEAD



ROSE FREIDIN
MARKETING LEAD

MINIMUM QUALIFICATIONS, PRIOR RELATED EXPERIENCE, AND REFERENCES



KRISTIN CUSHMAN, CEO & PRESIDENT



EDUCATION: B.A. in French & Literature, University of Alabama; Tuscaloosa, AL

INDUSTRY EXPERIENCE: 17 years experience in developing and implementing sustainability and climate action programs

PROJECT ROLE: Project Manager **OFFICE LOCATION:** Monterey, CA

EXPERIENCE RELEVANT TO THE PROJECT:

Kristin Cushman is the founder and CEO for Blue Strike Environmental. Kristin's focus is to build climate mitigation strategies that combine community priorities with local greenhouse gas reduction strategies. She has worked for almost two decades driving climate and energy planning, while building public private partnerships to leverage resources and innovate programs. Her strength is to design environmental, social and governance frameworks which include setting performance indicators and developing efficient annual reporting platforms and she is able to weave in an insightful stakeholder engagement process to better understand community priorities and to ensure that there is authentic representation in the planning process. Kristin has led multi-faceted planning projects across the nation including the Las Vegas Convention and Visitors Authority, Orange County, NC, University of Colorado Boulder, and the Research Triangle Institute.

RICH SWANSON, PHD, DIRECTOR OF CLIMATE OF ENERGY



EDUCATION:

- Ph.D. in Energy Economics and Finance, University of Colorado, Boulder; Boulder, CO
- M.A. in International Affairs, Tufts University Fletcher School of Law and Diplomacy; Boston, MA
- B.A. in Economics, University of Colorado, Boulder; Boulder, CO

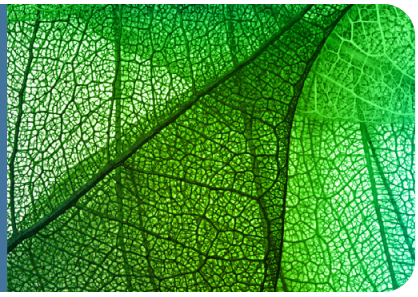
INDUSTRY EXPERIENCE: 20 years

PROJECT ROLE: Technical Lead **OFFICE LOCATION:** Boston, MA

EXPERIENCE RELEVANT TO THE PROJECT:

Rich is a leading provider of financial, economic analyses for energy and climate-related projects and policy. He has experience evaluating projects across the energy sector, from oil and gas to renewable energy. His economic experience includes policy evaluation, cost-benefit assessments (CBA), project optimization, and tariff/fee-setting recommendations. His financial experience includes financial modeling, blended finance, investment analysis, pro forma creation, due diligence, and risk assessments for utilities, developers, and infrastructure banks. Rich has performed power sector analyses, demand forecasting, sustainability strategies, and policy evaluations, GHG emissions inventory and carbon accounting experience with utilities and communities. Prior to joining Blue Strike, he worked as a senior energy economist and finance expert for World Bank projects. He is a part time professor of Finance and Economics at Northeastern University. Rich is an experienced communicator, maintains a Public-Private Partnership Certification, and has extensive experience with climate finance solutions.

MINIMUM QUALIFICATIONS, PRIOR RELATED EXPERIENCE, AND REFERENCES





BRENNEN JENSEN, M.S., ENGAGEMENT & RESILIENCE DIRECTOR

EDUCATION:

- M.S. in Biomimicry, Arizona State University; Tempe, AZ
- B.S. in Environmental Science Technology, Humboldt State University; Humboldt, CA
- B.A. in Spanish, Humboldt State University; Humboldt, CA

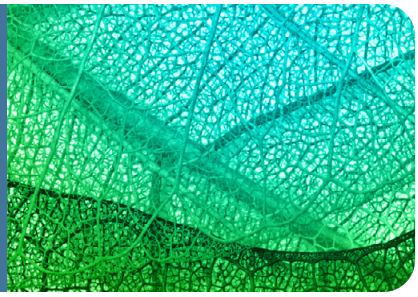
INDUSTRY EXPERIENCE: 20 years experience in climate-related and sustainability projects, with a focus on stakeholder engagement and consensus building.

PROJECT ROLE: Engagement Lead **OFFICE LOCATION:** Monterey, CA

EXPERIENCE RELEVANT TO THE PROJECT:

Brennen leads Blue Srike's stakeholder engagement, with a focus on diversity, equity, and inclusion. As a seasoned and trained facilitator in both virtual and in-person settings, she thoughtfully cultivates an environment where participants feel empowered to contribute meaningfully. Leveraging proven facilitation strategies, design thinking exercises, and multi-channel communications, Brennen ensures each engagement is productive and supportive. With expertise in environmental behavior change, Brennen collaborates with government agencies, businesses, and nonprofits to develop localized and scalable climate solutions. Her strategic approach has earned recognition from organizations such as the Department of Conservation and the California Air Resources Board. Renowned for her skill in navigating complex community policies, Brennen has successfully mobilized rural and urban communities, shifting perspectives from compliance to empowerment. She has led the development of impactful statewide conservation programs, including innovative efforts like the California Carpet Stewardship Program and Energy Upgrade California and the whole-house energy efficiency program, Energy Upgrade California. Brennen's leadership extends to Blue Strike's engagement initiatives, where she drives efforts focused on climate solutions, zero waste, extended producer responsibility, and circular economies.

MINIMUM QUALIFICATIONS, PRIOR RELATED EXPERIENCE, AND REFERENCES



MARLEY DOOLING, CLIMATE AND ENERGY ANALYST



EDUCATION:

- B.S. Biology with a concentration in Marine Science, Duke University; Durham, NC
- B.A. Environmental Science and Policy, Duke University; Durham, NC

INDUSTRY EXPERIENCE: 2 years

PROJECT ROLE: Project Support **OFFICE LOCATION:** Monterey, CA

EXPERIENCE RELEVANT TO THE PROJECT:

Marley brings a wealth of experience in client engagement, adeptly working with diverse teams and stakeholders. She has a proven track record in grant writing, which has empowered our clients to implement the necessary steps towards achieving their carbon neutrality objectives. Marley is also skilled in report writing, creating clear and compelling narratives that document our clients' progress in sustainability. Her capacity to build and sustain strong client relationships underscores her vital contribution to their success. During her time at Blue Strike, Marley has played a key role in projects for notable clients such as the Tule River Indian Tribe in California, the Las Vegas Convention and Visitor Authority, and the City of La Cañada Flintridge, among others.

SOL SHEPHERD, GREENHOUSE GAS AND EMISSION FORECASTING ANALYST



EDUCATION:

- B.A Environmental Studies, University of Colorado, Boulder; Boulder, CO

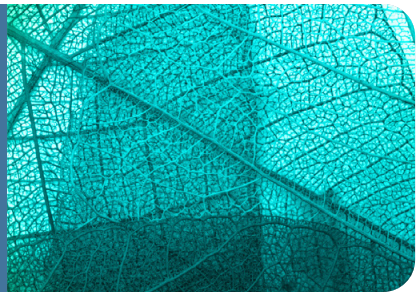
INDUSTRY EXPERIENCE: 3 years

PROJECT ROLE: GHG Inventory & Forecasts Lead **OFFICE LOCATION:** Monterey, CA

EXPERIENCE RELEVANT TO THE PROJECT:

Sol Shepherd is a Greenhouse Gas and Emission Forecasting Analyst at Blue Strike Environmental. Leveraging a blend of industry-leading tools and expertise, Sol has consistently delivered exceptional results in GHG inventories and emission forecasting for a diverse array of clients. With proficiency in programs such as ICLEI ClearPath, in-house Excel inventory tools, and Blue Strike Environmental's proprietary CESA (Climate and Energy Scenario Analysis) tool, Sol employs a multifaceted approach to provide clients with insights into their carbon footprint and emission trajectories. Having collaborated with clients including Orange County, NC, La Canada, CA, the University of Colorado, Boulder, Davidson, NC, Worcester, MA, San Diego State University, Kennesaw State University, Glenwood Springs, CO, and others, Sol has established a track record of excellence in the field. Sol's dedication to environmental stewardship, coupled with a commitment to innovation, enables clients to navigate complex sustainability challenges with confidence.

MINIMUM QUALIFICATIONS, PRIOR RELATED EXPERIENCE, AND REFERENCES



ROSE FREIDIN, MARKETING LEAD



EDUCATION::

B.A. Communication Design & Marketing, California State University, Monterey Bay

EXPERIENCE: 25 years

PROJECT ROLE: Graphic Design Lead **LOCATION:** Monterey, CA

EXPERIENCE RELEVANT TO THE PROJECT:

With over 25 years of design expertise gained from diverse roles in newspapers and magazines, Rose leads marketing, communication, and public awareness campaigns at Blue Strike, focusing on stakeholder education, engagement, and community buy-in. Her extensive client portfolio across the United States showcases her proficiency in communication plan development, graphic design, and community facilitation. Renowned for her deep-rooted community connections, Rose is a trusted partner to public sector organizations in California and beyond, delivering consistent, measurable results for city-wide projects. Her creativity and leadership shine through effective design concepts and comprehensive communication strategies. Notable highlights include her tenure at the *Monterey County Weekly*, excelling in print/web ad design, print production, website maintenance, and client marketing, along with collaboration with the Bay Area's MOCHA, underscoring her commitment to arts education through compelling promotional materials for educational programs.

CURRENT WORKLOAD



Quantity listed in hours per project duration.

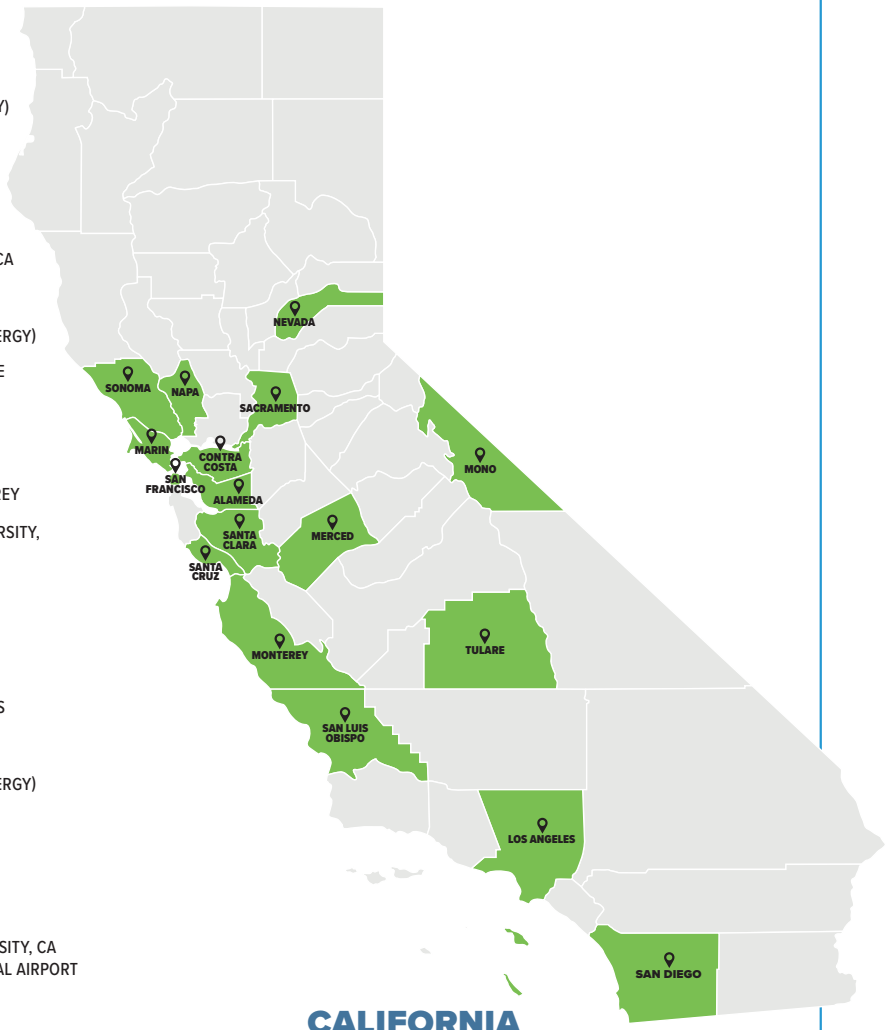
PROJECT	KRISTIN	RICH	BRENNEN	MARLEY	SOL	ROSE
CITY OF PACIFIC GROVE	194	165	111	373	125	42
CITY OF DALTON, MA		15			125	35
CITY OF CANTON, MA		15			125	35
CITY OF FAYETTEVILLE, NC						35
CITY OF LA, CA		36				
CITY OF SCRANTON, PA						35
CITY OF GLENWOOD SPRINGS, CO		25				35
GEORGE MASON UNIVERSITY			80			35
TULE RIVER INDIAN TRIBE				225		35
ASIAN DEVELOPMENT BANK		100				
TOTALS	**250**	**441**	**255**	**350**	**375**	**280**

See Appendix A for resumes.

EXPERIENCE ON SIMILAR WORK



CORRESPONDING COUNTY	ENTITIES WE'VE WORKED WITH
ALAMEDA COUNTY	• EAST BAY COMMUNITY ENERGY (AVA COMMUNITY ENERGY)
CONTRA COSTA COUNTY	• CITY OF RICHMOND, CA
LOS ANGELES COUNTY	• CALIFORNIA STATE UNIVERSITY, LONG BEACH • CITY OF LANCASTER, CA • LA CAÑADA FLINTRIDGE, CA • LOS ANGELES, CA
MARIN COUNTY	• MARIN CLEAN ENERGY (COMMUNITY CHOICE ENERGY)
MERCED COUNTY	• CALRECYCLE FOOD WASTE PREVENTION AND RESCUE GRANT
MONO COUNTY	• MONO COUNTY
MONTEREY COUNTY	• ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS • CALIFORNIA STATE UNIVERSITY, MONTEREY BAY, CA • CARMEL, CA • KING CITY, CA • MONTEREY, CA • PEBBLE BEACH, CA • REGEN MONTEREY • SALINAS, CA • SALINAS VALLEY RECYCLES • SOLEDAD, CA
NAPA COUNTY	• MARIN CLEAN ENERGY (COMMUNITY CHOICE ENERGY)
NEVADA COUNTY	• TRUCKEE, CA
SACRAMENTO COUNTY	• SACRAMENTO, CA
SAN DIEGO COUNTY	• SAN DIEGO, CA • SAN DIEGO STATE UNIVERSITY, CA • SAN DIEGO INTERNATIONAL AIRPORT • PETCO PARK
SAN FRANCISCO COUNTY	• SAN FRANCISCO INTERNATIONAL AIRPORT, CA
SAN LUIS OBISPO COUNTY	• CAL POLY SAN LUIS OBISPO, CA • PASO ROBLES, CA • SAN LUIS OBISPO, CA
SANTA CLARA COUNTY	• LOS ALTOS, CA • CITY OF MOUNTAIN VIEW, CA
SANTA CRUZ COUNTY	• CITY OF WATSONVILLE CA • SANTA CRUZ, CA • UNIVERSITY OF CALIFORNIA SANTA CRUZ
SONOMA COUNTY	• SONOMA, CA • SONOMA STATE UNIVERSITY, CA • MARIN CLEAN ENERGY (COMMUNITY CHOICE ENERGY)
TULARE COUNTY	• TULE RIVER INDIAN TRIBE, CA
STATEWIDE	• CALIFORNIA CARPET STEWARDSHIP PROGRAM



CALIFORNIA PORTFOLIO

Climate planning services is Blue Strike's expertise. We have served communities across the country and around the world for over 17 years. In California, specifically, our team has extensive local experience, having worked in 17 counties. We will apply our knowledge of regional regulations and best practices to Pacific Grove's Climate Action Plan.

EXPERIENCE ON SIMILAR WORK



Blue Strike has also previously worked with or is currently under contract with several clients in California. The table below highlights the most relevant projects to the Pacific Grove CAAP.

CLIENTS	PROJECT
City of La Cañada Flintridge	Climate Action & Adaptation Plan to achieve carbon neutrality by 2045.
City of Los Angeles	Benefits analysis of municipal building decarbonization and workforce analysis.
City of Los Altos	Climate Action & Adaptation Plan to achieve carbon neutrality by 2045.
City of San Luis Obispo	Municipal Carbon Neutrality Plan to achieve net zero-emissions by 2030.
Mono County	Resource Efficiency Plan Update to serve as GHG reduction and climate action planning document.
Tule River Indian Tribe of California	EPA Climate Pollution Reduction Grants Priority Climate Action Plan (PCAP) and Comprehensive Climate Action Plan (CCAP).
City of Richmond	Richmond Advanced Energy Community, a community-based Distributed Energy Resource aggregation.
City of Lancaster	Lancaster Advanced Energy Community Project, including clean energy procurement and resiliency planning.
City of Santa Barbara	Strategic Energy Plan to reach its goal of 100% Renewable Energy by 2030.
San Francisco International Airport	Climate Action Plan, to support compliance reporting on emissions.
Beneficial State Bank	Greenhouse gas inventory, including data collection, GHG inventories, and emission reduction recommendations.
East Bay Community Energy	Local Development Business Plan to accelerate local distributed energy resource deployment.
Sonoma State University	Climate Action Plan to achieve carbon neutrality by 2045
Cal Poly San Luis Obispo	Carbon Neutrality Climate and Energy Analysis
San Diego State University	Climate Action Plan to achieve carbon neutrality by 2045
California State University Monterey Bay	Campus Sustainability and Energy Plan to reach carbon neutrality by 2030
University of California Santa Cruz	Climate and Energy Scenario Analysis
California State University, Long Beach	Clean Energy Master Plan to achieve carbon neutrality by 2030

EXPERIENCE ON SIMILAR WORK

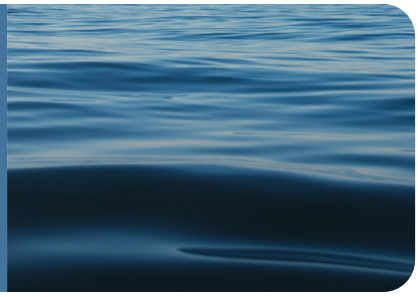


NATIONAL PORTFOLIO

At the national level, Blue Strike boasts a robust portfolio of projects directly relevant to the CAP, offering the ability to bring national best practices to local contexts. Our experiences includes the development of Climate Adaptation & Action Plans (CAAPs), Climate Action Plans (CAPs), Greenhouse Gas (GHG) inventories, and Sustainability Plans for the following clients:

City of Worcester, MA
Town of Dalton, MA
Town of Canton, MA
Orange County, NC
City of Fayetteville, NC
Durham County, NC
Town of Davidson, NC
City of Fairfield, OH
City of Scranton, PA
City of Glenwood Springs, CO
Las Vegas Convention & Visitors Authority, NV
Beneficial State Bank
George Mason University, VA
University of Colorado Boulder, CO
Kennesaw State University, GA
Research Triangle Institute, NC
LIV Golf - nationally
American Family Championship, WI
2024 U.S. Senior Open Golf Championship, RI
Boston Marathon, MA
City of Canton, WA
Travelers Championship, CT
Principal Charity Classic, IA
Zurich Classic, LA

PUBLIC OUTREACH

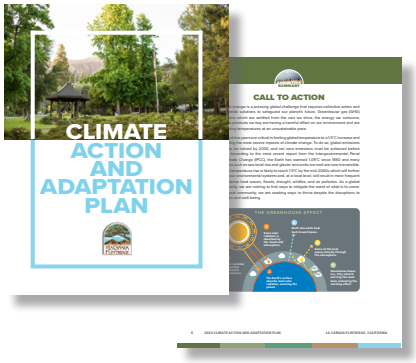


CITY OF LA CAÑADA FLINTRIDGE CLIMATE ACTION AND ADAPTATION PLAN (CEQA)

CLIENT: La Cañada Flintridge, CA **COMPLETION DATE:** 2023

RELEVANT SERVICES: GHG Inventory & Forecast, GHG reduction targets, GHG reduction measures, Vulnerability Assessment, Adaptation Strategies, Community Engagement, Advisory Body Engagement, Implementation Planning, Monitoring & Reporting Framework

Blue Strike, in collaboration with Fehr & Peers and Impact Sciences, developed a Climate Action & Adaptation Plan for the City of La Cañada Flintridge. This initiative was built upon the City's 2016 Climate Action Plan. Its primary objective was to identify community-wide climate mitigation and adaptation strategies to achieve a 50% reduction in greenhouse gas (GHG) emissions by 2030 and carbon neutrality by no later than 2045. In doing so, the aim was to elevate the quality of life at the local level and also leave a positive imprint on broader social and environmental networks. Significant emphasis was placed on stakeholder engagement, recognizing the indispensable value of community insights. The scope of work included an updated GHG inventory, a vulnerability assessment, clearly defined sector-specific goals, policies, and objectives, a public outreach strategy, implementation measures (including metrics) to ensure compliance with California's SB 379, a monitoring tool, and training.

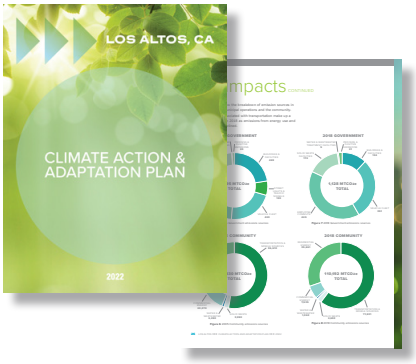


CLIMATE ACTION AND ADAPTATION PLAN (CAAP)

CLIENT: City of Los Altos, CA **COMPLETION DATE:** 2022

RELEVANT SERVICES: GHG Inventory & Forecast, GHG reduction targets, GHG reduction measures, Vulnerability Assessment, Adaptation Strategies, Community Engagement, Advisory Body Engagement, Implementation Planning, Monitoring & Reporting Framework

Blue Strike led the development of the CAAP for the City of Los Altos, CA. The goal was to develop a new forward-thinking, accelerated plan with achievable and actionable steps that the City can take to reduce greenhouse gas emissions related to climate change and set clear metrics to achieve these goals. Blue Strike incorporated state requirements that include review and updated safety elements to address climate adaptation and resilience strategies; vulnerability assessment; adaptation and resilience goals, policies and objectives; and feasible implementation measures. Our work involved evaluating the existing Los Altos 2013 Climate Action Plan, collecting and securing cost and emission data, and analyzing that data to suggest refinements and innovative measures to achieve a comprehensive update.



PUBLIC OUTREACH

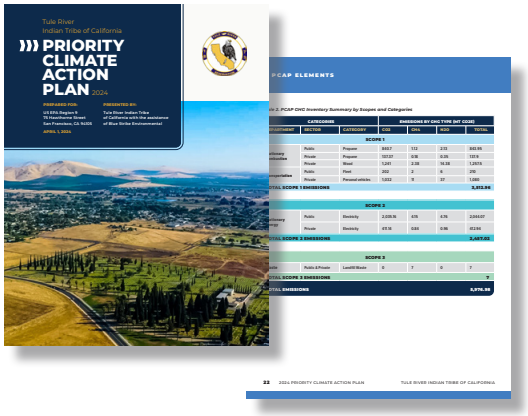


PRIORITY CLIMATE ACTION PLAN (PCAP)

CLIENT: Tule River Indian Tribe of California (TRITC) **COMPLETION DATE:** 2024

RELEVANT SERVICES: GHG Inventory & Forecast, Reduction targets, Scenario Modeling, GHG reduction measures, Implementation Plan, Stakeholder Engagement

Blue Strike is currently collaborating with the Tule River Indian Tribe of California to craft their Priority Climate Action Plan (PCAP) and Comprehensive Climate Action Plan (CCAP) as part of the EPA Climate Reduction Pollution Grant. The PCAP, submitted in early April 2024, serves as a strategic roadmap to address climate change challenges and advance TRITC's objectives for sustainable, resilient development. Focused on near-term, high-priority measures, the PCAP identifies actionable steps to reduce GHG pollution and analyzes potential emissions reductions. Our comprehensive approach encompasses GHG inventory and co-pollutant analysis, decarbonization planning, renewable energy initiatives, optimization of water usage, development of GHG reduction strategies, community benefits analysis, workforce study, and funding planning.



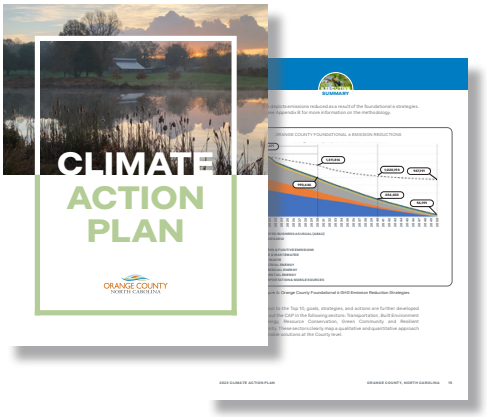
PUBLIC OUTREACH



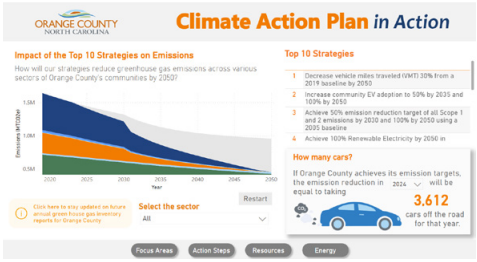
CLIMATE ACTION PLAN (CAP)

CLIENT: Orange County, NC **COMPLETION DATE:** 2023

RELEVANT SERVICES: GHG Inventory & Forecast, Reduction targets, Scenario Modeling, Adaptation Measures, GHG reduction measures, Implementation Plan, Community and Stakeholder Outreach



Blue Strike delivered a community driven Climate Action Plan for Orange County, NC. We worked closely with the County to set climate adaptation and greenhouse gas-reduction goals, and to develop strategic pathways including sector-specific targets and actions for the County to take. We also delivered a detailed implementation plan to ensure the CAP action steps are staffed, funded and completed in a timely fashion. Through this process, the County will move closer to becoming carbon neutral in alignment with IPCC targets, as well as preparing for the future impacts of climate change.



Our engagement included:

- Creating of community and municipal GHG inventories and forecasts
- Future year and interim GHG reduction targets
- A robust stakeholder engagement process including focus groups, community surveys, and a community symposium
- A detailed Funding Plan to help fund CAP actions
- A community-facing, online CAP Dashboard to communicate progress and metrics

PUBLIC OUTREACH



SUSTAINABILITY PLAN

CLIENT: City of Fairfield, OH

COMPLETION DATE: June 2024

Relevant services: GHG Inventory & Forecast, Reduction targets, Scenario Modeling, GHG reduction measures, Implementation Plan, Stakeholder Engagement



Blue Strike partnered with the City of Fairfield, OH, to create a comprehensive Sustainability Plan aimed at improving the quality of life for both residents and business owners. The plan will ensure that Fairfield maximizes its resources in a way that provides efficiency in city operations now and in the future. The project will proceed in two phases: initial data collection and analysis on sustainability metrics, followed by the development and execution of the plan itself.

The plan will examine energy usage in the community, open space preservation, resource protection, and economic sustainability initiatives. It will balance environmental, economic, and social equity considerations and will include clearly defined goals, execution strategies, tracking methodologies, and community engagement initiatives. To inform the plan, Blue Strike designed and is implementing a stakeholder engagement plan to gather input and feedback from city operations, elected officials, and the broader community, focusing on keeping Fairfield a great place to live. The stakeholder engagement includes interaction with City staff, City Council, and the Environmental Commission, as well as a Community Survey, Neighborhood Meeting Series, Community Focus Groups, Business Community Outreach, and Newsletter, Website, and Social Media Materials.

The final plan will align with existing city strategies and benchmark against 'best practices' from similar communities, covering areas such as the natural environment, transportation, waste management, the built environment, economic resiliency, and social equity.

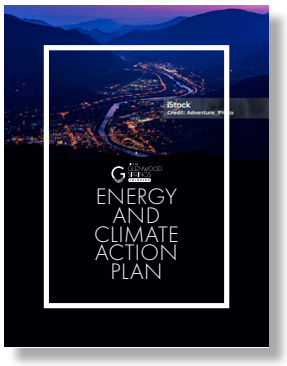
PUBLIC OUTREACH



ENERGY AND CLIMATE ACTION PLAN (ECAP)

CLIENT: Glenwood Springs, CO **COMPLETION DATE:** August 2024

RELEVANT SERVICES: GHG Inventory & Forecast, Reduction targets, Scenario Modeling, GHG reduction measures, Implementation Plan, Stakeholder Engagement



Blue Strike is working with the City of Glenwood Springs, CO, to deliver an Energy and Climate Action Plan (ECAP). Our effort is building on past energy and climate actions, establishing a comprehensive set of updated goals, targets, and strategies that will enhance the City's energy procurement and delivery, improve efficiency of operations, reduce greenhouse gas emissions, and motivate engagement of city staff in sustainability efforts. Our scope of work encompasses a thorough review of energy consumption, sourcing and tariff structures, potential efficiency gains at the operations level, existing ECAP and other regional strategies, a GHG Inventory, stakeholder engagement, and research to identify and prioritize new initiatives. We are committed to developing a logical and structured ECAP framework that includes an implementation plan with clear performance metrics for ongoing monitoring.

SUSTAINABILITY ACTION PLAN (SAP)

CLIENT: City of Fayetteville, NC

COMPLETION DATE: January 2025

RELEVANT SERVICES: GHG Inventory & Forecast, Reduction targets, Scenario Modeling, GHG reduction measures, Implementation Plan, Stakeholder Engagement

Blue Strike is collaborating with the City of Fayetteville on the development of a SAP. This project emphasizes community engagement and integrates strategies for greenhouse gas reduction, along with sustainability and climate adaptation activities. The objective is to outline a comprehensive series of equitable, sustainability actions, each with a detailed plan for implementation and accountability. These actions will guide the City's sustainability and climate related initiatives over the next 30 years, ensuring a strategic approach to becoming resilient, achieving carbon neutrality, and enhancing quality of life. The project involves extensive and active stakeholder engagement, including dialogues with stakeholder groups, City officials, and residents. We are in the process of creating a baseline inventory and formulating sustainability goals, strategies, and actions. An implementation plan is also being developed to support these efforts, leading to a final plan and a Microsoft Power BI dashboard for monitoring progress and enabling public reporting.

REFERENCES



Please find project descriptions under Public Outreach.

CLIENT: CITY OF LA CAÑADA FLINTRIDGE, CA

PRIMARY CONTACT: Kim Bowman, City Council Member

EMAIL: kbowman@lcf.ca.gov Phone: (818) 790-8880

Mailing Address: One Civic Center Drive, La Cañada Flintridge, CA 91011

CLIENT: ORANGE COUNTY, NC

Primary Contact: Amy Eckberg, Sustainability Program Manager, Orange County, NC

Email: aeckberg@orangecountync.gov / Phone: (919) 245-2626

Mailing Address: 300 West Tryon Street, P.O. Box 8181, Hillsborough, NC 27278

CLIENT: CITY OF FAIRFIELD, OH

Primary Contact: Erin Lynn, Planning Manager

Email: ELynn@fairfield-city.org / Phone: (513) 867-5345

Mailing Address: 5350 Pleasant Avenue, Fairfield, OH 45014

CLIENT: CITY OF FAYETTEVILLE, NC

Primary Contact: Brook Redding

Email: brookredding@fayettevillenc.gov / Phone: (910) 433-1329

Mailing Address: 433 Hay Street Fayetteville, NC 28301

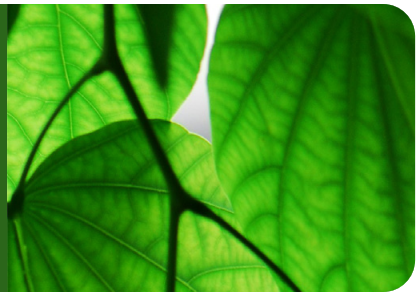
CLIENT: CITY OF GLENWOOD SPRINGS

Primary Contact: Jim Hardcastle, Long Range Principal Planner

Email: james.hardcastle@cogs.us Phone: (970) 384-6427

Mailing Address: 101 8th St, Glenwood Springs, CO 81601

COST PROPOSAL



	Blue Strike Environmental						TOTALS	
	Kristin Cushman Project Manager	**Rich Swanson** Finance Lead	**Brennen Jensen** Engagement Lead	**Sol Shepherd** Project Support	**Rose Freidin** Graphic Design Lead	**Sustainable PG**		
TASK	**$ 225**	**$ 225**	**$ 205**	**$ 185**	**$ 185**	**$ -**	**TOTAL HOURS**	**TOTAL FEE**
Project Management	34	0	0	30	8		**72**	**$14,680**
Area 1. GHG Inventory							**8**	**$1,480**
Task 1.1 GHG Emissions Forecast	0	0	0	8	0	0	**8**	**$1,480**
Area 2. Vulnerability Assessment							**32**	**$7,120**
Task 2.1 Vulnerability Assessment	30	0	0	0	2	0	**32**	**$7,120**
Area 3. GHG Reduction Targets							**24**	**$5,400**
Task 3.1 Existing Conditions Assessment	16	0	0	0	0	0	**16**	**$3,600**
Task 3.2 Target Setting	8	0	0	0	0	0	**8**	**$1,800**
Area 4. GHG Goals, Strategies, and Actions Planning Elements							**60**	**$13,500**
Task 4.1 Climate Action Tracker	18	0	0	0	0	0	**18**	**$4,050**
Task 4.2 Prioritization Methodology	0	0	0	0	0	0	**0**	**$0**
Task 4.3 Funding Mechanisms	0	42	0	0	0	0	**42**	**$9,450**
Task 4.4 Implementation Plan	0	0	0	0	0	0	**0**	**$0**
Area 5. Mitigation, Climate Adaptation and Resilience Strategies							**130**	**$27,050**
Task 5.1 Framework Selection	8	0	0	0	0	0	**8**	**$1,800**
Task 5.2 Guiding Principles	12	0	0	0	0	0	**12**	**$2,700**
Task 5.3 Mitigation Policies & Strategies	45	0	0	45	0	0	**90**	**$18,450**
Task 5.4 Adaptation and Resilience Policies & Strategies	10	0	0	10	0	0	**20**	**$4,100**
Area 6. Community Engagement							**138**	**$18,000**
Task 6.1 Community Survey						0	**0**	**$0**
Task 6.2 Community and Stakeholder Engagement Plan						8	**8**	**$0**
Task 6.3 Develop Outreach Materials						0	**0**	**$0**
Task 6.4 Two Community Workshop	8	0	20	20	0	40	**88**	**$9,600**
Task 6.5 Stakeholder Engagement Report						10	**10**	**$0**
Task 6.6 Presentations to the City Council	4	0	10	0	0	0	**14**	**$2,950**
Task 6.7 Presentations to the Planning Commission	6	0	20	0	0	0	**26**	**$5,450**
Area 7. Draft and Final Climate Action and Adaptation Plan							**61**	**$12,285**
Task 7.1 Draft Plan	20		0	20	0	0	**40**	**$8,200**
Task 7.2 Review & Feedback Integration	0	0	0	8	0	0	**8**	**$1,480**
Task 7.3 Final Plan	5	0	0	0	8	0	**13**	**$2,605**
	224	**42**	**50**	**141**	**18**	**58**	**475**	
	$50,400	**$9,450**	**$10,250**	**$26,085**	**$3,330**	**$0**		**$99,515**

APPENDIX A: RESUMES



KRISTIN CUSHMAN

CEO AND FOUNDER I BLUE STRIKE ENVIRONMENTAL

EDUCATION

B.A.,
English and French Literature
University of Alabama/Aix
Marseille University

AFFILIATIONS

Event Industry Council
ISO 20121

Golf Environmental Organization

Sports ETA

Green Sports Alliance

OFFICE LOCATION

Monterey, CA

PROFILE

linkedin.com/in
/kristin-cushman-aab32317

OVERVIEW

Kristin Cushman is the founder and CEO for Blue Strike Environmental. Kristin's focus is to build climate mitigation strategies that combine community priorities with local greenhouse gas reduction strategies. She has worked for over a decade driving climate and energy planning, while building public private partnerships to leverage resources and innovate programs. On the forefront, she designs environmental, social and governance frameworks which includes setting performance indicators and developing efficient annual reporting platforms. She is able to weave in an insightful stakeholder engagement process to better understand community priorities and to ensure that there is authentic representation in the planning process.

SELECTED WORK EXPERIENCE

Las Vegas Convention and Visitors Authority | June 2023 - Present

- Identified a Climate Policy that included 8 guiding principles for the entire facility
- Wrote a Climate Action Plan with a focus on carbon neutrality
- Managed the ISO 20211 and Event Industry Council certification

La Cañada Flintridge, CA | June 2022 - Present

- Co-authored a Climate Action and Plan that list the top 10 things the City could do to reach carbon neutrality by 2045
- Develop 68 strategies that were prioritized as Foundational, Supportive, or Complimentary.
- Used ICLEI Clearpath to set emissions forecast and track progress over time

Boston Marathon | July 2023 - Present

- Created sustainability management framework outlined in a Sustainability Plan
- Managed the inaugural Athletics for a Better World certification
- Calculated Scope 1,2, and 3 greenhouse gas (GHG) emission inventory

Orange County, NC | June 2022 - November 2023

- Wrote a Climate Action Plan that list the top 10 things the County could do to reach carbon neutrality by 2050
- Conducted dozens of meetings with key community stakeholders
- Create a Climate Tracker that functions like a workbook to show progress over time.

University of Colorado Boulder | October 2022 - December 2023

- Co- authored a Climate Action Plan that identified a SBTi target to carbon neutrality by 2045
- Conducted focus groups within various departments to help identify program gaps
- Designed a Climate Policy that included 10 Guiding Principles

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EDUCATION

Ph.D. in Civil Systems Engineering,
University of Colorado, Boulder

M.A. in International Affairs,
Tufts University, Fletcher School

B.A. in Economics,
University of Colorado, Boulder

ADDITIONAL SKILLS AND TRAINING

Financial / Economic Modeling:
Pro forma creation, NPV, project optimization, DCF, Real options, B/C analysis, Regression, Monte Carlo simulations, knowledge of Excel and R

PPIAF:
Certified Public-Private Partnership Professional (CP3P)

Published in:
Sustainability, Journal of Managerial Engineering, Renewable Energy Focus

NUMBER OF YEARS WITH THE FIRM

3 years

OFFICE LOCATION

Boston, MA

PROFILE

RICH SWANSON, PH.D.

DIRECTOR OF CLIMATE & ENERGY DIVISION

OVERVIEW

Rich Swanson, Ph.D., is a senior economist and GHG analyst specializing in energy and climate-related projects and policy. His significant expertise encompasses GHG inventories, policy design, cost-benefit assessments, scenario optimization, financial modeling, ROI analysis and climate finance for renewable energy. With a strong educational background that includes a Ph.D. in Civil Systems Engineering, an M.A. in International Affairs, and a B.A. in Economics, Rich combines technical, statistical, and analytical competency. Rich has extensive international experience with the World Bank, Asian and African Development Banks, Green Climate Fund, and National Association of Regulated Utility Commissioners (NARUC). Rich directs our Boston-based office and Blue Strike's Climate & Energy Division.

SELECTED WORK EXPERIENCE

Glenwood Springs, CO
Energy & Climate Action Plan Update | 2023 - Present

- Project Manager for city's Energy & Climate Action Plan update
- Coordinated timelines, city and community stakeholders, and led climate mitigation analysis
- Led energy analysis for City-owned utility, evaluating solar and other renewable energy potential

Fairfield, OH | Sustainability Plan | 2023 - Present

- GHG inventory and forecasting
- Economic and financial analysis of sustainability strategies, including cost savings and efficiency gains
- Scenario creation and evaluation of sustainability pathways

University of Boulder, CO | Climate Action Plan | 2022 - Present

- Managed all aspects of technical analysis
- GHG inventory and forecasting of Scopes 1, 2, and 3
- Economic and financial analysis of climate action strategies
- Scenario creation and evaluation of strategic pathways leading to carbon neutrality

City of San Luis Obispo, CA | Climate Action & Adaptation Plan | 2022 - 2023

- Performed City / Community GHG Inventories and forecasts, including economic and financial analysis

Mono County, CA | Resource Efficiency Plan | 2021 - 2022

- Lead community & municipal operations GHG Inventories & forecasts
- Supported vehicle miles traveled (VMT) analysis per CA SB 743
- Performed waste and landfill emissions assessments

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EDUCATION

M.S. in Biomimicry,
Arizona State University

B.S. in Environmental Science Technology,
Humboldt State University

ADDITIONAL SKILLS & TRAINING

Biomimicry Specialist

Zero Waste Professional

OFFICE LOCATION

Monterey, CA

PROFILE

BRENNEN JENSEN, M.S.

DIRECTOR OF ENGAGEMENT & RESILIENCE DIVISION

OVERVIEW

Over two decades of experience conceiving and implementing strategic environmental and community-based programs and initiatives that inspire action, change behavior, foster an appreciation for nature, and offer tangible climate solutions to the communities, local governments and business partners we serve. A background in government, private and non-profit organizations, Brennen has a cooperative facilitative approach that seeks to find creative solutions to complex problems, while expanding localized solutions for zero waste, energy and emissions reductions throughout California and beyond. Her work seeks to give rise to more sustainable, engaged and resilient communities, inspired by nature.

SELECTED WORK EXPERIENCE

Fairfield, OH | Sustainability Plan | 2023 - Present

- Project Manager for city's first Sustainability Plan
- Lead Stakeholder outreach including workshops and focus groups among City council members and community

Town of Davidson, NC | Climate Action Plan | 2023 - Present

- Project Manager for town's Climate Action Plan
- Lead Stakeholder outreach including workshops and surveys

Sonoma State University, CA
Climate Action & Carbon Neutrality Plan | 2020 - Present

- Led Stakeholder outreach including workshops and focus groups among President's Advisory Council, Provosts,
- Academic Senate and Cabinet.
- Performed baseline and gap analysis to inform 118 climate action goals, including scope 3 commuting/mass transit incentives and bike share programs.
- Developed internal Sustainability Tracker to align progress and reporting
- Wrote Communications & Engagement Strategy for campus climate action implementation

Research Triangle Institute, NC
Climate Action Plan & ESG Reporting | 2020 - Present

- Led Stakeholder outreach including workshops and focus groups among Executive Leadership Team, Technical Advisory Group and department managers and Senior VPs
- Performed baseline and gap analysis to inform 62 climate action goals

San Diego State University, CA
Carbon Neutrality Plan | 2020 - Present

- Support stakeholder outreach and presentation to the President's Advisory Council

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EDUCATION

B.A.
Environmental Studies,
University of Colorado, Boulder,
Magna Cum Laude

ADDITIONAL SKILLS & TRAINING

Advanced Excel user, including VBA

ICLEI ClearPath

Experience with CDP reporting

OFFICE LOCATION

Monterey, CA

PROFILE

SOL SHEPHERD

CLIMATE & ENERGY ANALYST

OVERVIEW

Originally from Salida, Colorado, Sol Shepherd serves as a Climate and Energy Analyst at Blue Strike Environmental. Specializing in greenhouse gas inventories for municipalities, universities, and businesses globally, Sol contributes to shaping effective climate action plans. Additionally, Sol oversees Climate and Energy Scenario Analysis (CESA) for select projects.

SELECTED WORK EXPERIENCE

Town of Davidson, NC | Climate Action Plan | 2023 - 2024

- Forecasted BAU, ABAU, and CAP scenarios, assisting with technical documentation for the Climate Action Plan.

University of Colorado, Boulder, CO | Climate Action Plan | 2022 - 2024

- Developed and applied a Climate and Energy Scenario Analysis tool that models campus-wide energy consumption.
- Conducted extensive emissions forecasting to identify effective carbon reduction strategies.
- Analyzed Scope 1, 2, and 3 emissions as part of the Greenhouse Gas inventory.

Orange County, NC | Climate Action Plan | 2022 - 2023

- Conducted GHG inventories for community and government operations using the ICLEI ClearPath US Community Protocol.
- Secured 2022 CDP reporting certification for Orange County
- Forecasted BAU, ABAU, and CAP scenarios, assisting with technical documentation for the Climate Action Plan.

La Cañada Flintridge, CA | Climate Action & Adaptation Plan | 2022 - 2023

- Performed GHG inventory for community and government operation emissions.
- Developed the forecast for the BAU, ABAU, and Climate Action Plan scenarios for emission targeting and projections.
- Assisted with the technical analysis for the Climate Action Plan report development and appendices.

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MARLEY DOOLING

CLIMATE & ENERGY ANALYST

EDUCATION

B.S.
Biology (Marine Science Concentration),
Duke University,
Graduation with Distinction

B.A.
Environmental Science & Policy,
Duke University

ADDITIONAL SKILLS & TRAINING

Proficient in R, Excel for data visualization and analysis

OFFICE LOCATION

Monterey, CA

PROFILE

OVERVIEW

Marley is a Climate & Energy Analyst for Blue Strike Environmental specializing in research, data analysis, and development of Climate Action, Sustainability, and ESG Reports. She holds a B.S. in Biology with a Marine Science Concentration and a B.A. in Environmental Science and Policy from Duke University. Marley has prior experience working with clients on a variety of topics including stakeholder engagement, ecological remediation, and long-term anthropogenic environmental impact research.

SELECTED WORK EXPERIENCE

Tule River Indian Tribe of California (TRITC)
CPRG Priority and Comprehensive Climate Action Plans (PCAP & CCAP)
2023 - Present

- Coordinated stakeholder engagement sessions, tribal council presentations, internal working group meetings, and additional project management tasks (memo writing, survey creation, etc.)
- Contributed to the formulation of GHG reduction strategies and written components of the PCAP
- Performed a detailed review and analysis of local City plans, policies, and programs, benchmarking them against best practices from similar tribes

Las Vegas Convention and Visitors Authority (LVCVA)
Climate Action Plan | 2023 - Present

- Conducted research on best practices for sustainability in convention centers
- Developed a tracker for local, state, and federal environmental regulations impacting the project and identified best practices in alignment with said regulations.

La Cañada Flintridge, CA | Climate Action & Adaptation Plan | 2022-2024

- Performed data analysis for stakeholder engagement survey
- Compiled comprehensive research on stakeholder and community priorities for CAP

University of Colorado, Boulder, CO
Climate Action Plan | 2022-2024

- Contributed to the formulation of energy efficiency recommendations
- Perform editing and revision services during the plan's drafting process.

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EDUCATION

Master of Environmental Management

Duke University, Nicholas School of the Environment

B.A. in Economics, Northwestern University

ADDITIONAL SKILLS AND TRAINING

Carbon Accounting

Greenhouse Gas Protocol (GHGP)

Science Based Targets initiative (SBTi)

RE100

Renewable Energy Certificates (RECs)

Carbon Credits

CDP

Cost-benefit Analysis

NUMBER OF YEARS WITH THE FIRM

1 year

OFFICE LOCATION

Wilmington, NC

PROFILE

CISCO TOMASINO

MANAGER; CLIMATE AND EVENTS

OVERVIEW

Cisco is a manager serving both the Climate & Energy division, as well as the Events & Venues division. Cisco focuses on helping his clients understand their sources of emissions and prioritize action to maximize emission reductions in an efficient manner. Through cost-benefit analysis and a deep understanding of his client's priorities, Cisco tailors decarbonization solutions to meet the goals of his clients in a cost-effective manner. With a background in building greenhouse gas (GHG) inventories, writing public facing sustainability reports, and designing decarbonization roadmaps, Cisco has contributed to his client's sustainability maturity at various levels.

SELECTED WORK EXPERIENCE

Town of Canton, MA
Climate Action Plan | 2024 - Present

- Benchmarked nearby towns and broader governing bodies to select appropriate climate target
- Used town's 2035 Master Plan to identify and categorize decarbonization strategies using verbiage and frameworks town leadership was familiar with
- Evaluated policy reform opportunities and impact on disadvantaged communities to ensure climate action plan addressed the entirety of the community's population

Professional Services Company *(Confidential Client)*
Greenhouse Gas Inventory | 2023

- Inventoried scopes 1, 2, and 3 greenhouse gas emissions for professional services company designed to provide extra detail on most actionable categories and be repeatable in less than 8 hours the following year
- Developed creative forms of estimation for small scale emission categories

Energy Supply Company *(Confidential Client)*
Decarbonization Roadmap and Goal Setting | 2023

- Forecasted GHG emissions through 2040
- Evaluated current GHG inventory for hotspots and provide high value solutions
- Recommended a number of emission reduction goals (both interim and long term) with varying levels of ambition
- Designed decarbonization roadmap to reach milestones of selected target

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EDUCATION

MENV in
Urban Resilience & Sustainability,
University of Colorado, Boulder

B.S.
Environmental Studies
& Sustainability,
Michigan State University

A.A.
Liberal Arts & Sciences,
Northwestern Michigan College

ADDITIONAL SKILLS & TRAINING

Deep familiarity with nature-based solutions, urban resilience techniques, and climate resiliency strategies

Familiarity with ESG reporting including GRI and SASB

Experience with sustainability certifications including ISO and the Event Industry Council (EIC)

Greenhouse Gas Accounting including a strong understanding of carbon accounting (GHG protocol) and frameworks and disclosures such as SBTi, CDP, and TCFD

Technical writing including proposal development

OFFICE LOCATION

Boulder, CO

PROFILE

ANDREA GREEN, MENV

CLIMATE & ENERGY ANALYST

OVERVIEW

Andrea Green is a Climate & Energy Analyst for Blue Strike Environmental specializing in climate adaptation, sustainable strategy development and technical writing. She holds a masters degree in Urban Resilience and Sustainability from the University of Colorado, Boulder and a B.S. in Environmental Studies and Sustainability from Michigan State University. Andrea has prior experience working with clients on a variety of sustainability topics including eco-friendly packaging, waste diversion, and equity in the outdoor recreation industry.

SELECTED WORK EXPERIENCE

City of Glenwood Springs, CO
Energy & Climate Action Plan | September 2023 - 2024

- Contributed to the formulation of GHG reduction strategies, and climate mitigation and adaptation approaches.
- Performed a detailed review and analysis of local City plans, policies, and programs, benchmarking them against best practices from similar cities.
- Co-led a series of five focus groups to gather feedback on sustainable strategies.

Las Vegas Convention and Visitors Authority (LVCVA)
Climate Action Plan | 2023 - 2024

- Collected and cataloged more than 200 documents as evidence for the EIC Sustainability Certification.
- Certified the Las Vegas Convention Center as a Platinum standard sustainable event space by the Event Industry Council.

City of Scranton, PA | Sustainability & Climate Action Plan | 2023 - 2024

- Collected and cataloged more than 200 documents as evidence for the EIC Sustainability Certification.
- Certified the Las Vegas Convention Center as a Platinum standard sustainable event space by the Event Industry Council.

Leave No Trace
Leave No Trace in Daily Life | February 2022 - December 2022

- Created Sustainability Engagement Toolkit for “Leave No Trace in Daily Life” – a facet of Leave No Trace, designed to communicate universal sustainability values
- Performed gap analysis, conducted extensive research, wrote several blog posts, and launched a social media campaign covering sustainability topics such as outdoor equity, waste diversion, alternative transportation, and energy reduction

blue strike



EDUCATION

M.S. Sustainability Science,
Columbia University

B.A. Psychology,
San Francisco State University,
California

ADDITIONAL SKILLS & TRAINING

Deep familiarity with
removal and offset mechanisms
such as RECs and
carbon credits,
strong understanding of carbon
accounting (GHG protocol)
and frameworks and
disclosures such as
SBTi, CDP, and TCFD

Python, Excel,
financial modeling,
data visualization and analytics

OFFICE LOCATION

Victor, ID

PROFILE

ANNA BUGANKOVA, M.S.

ENERGY & CARBON MARKETS PROGRAM MANAGER

OVERVIEW

Anna Bugankova is a versatile Energy & Carbon Markets Program Manager with a focus on renewable energy solutions, EV transition, and carbon markets. She graduated from Columbia University with a M.S. in Sustainability Science, completing carbon removal projects, decarbonization solutions, and building financial and implementation models for solar, EV, and sustainable development projects. Before consulting, she worked in carbon markets and proptech sectors, contributing to the creation of the world's first reforestation accelerator.

SELECTED WORK EXPERIENCE

Las Vegas Convention and Visitors Authority (LVCVA)
Climate Action Plan | 2023 – Present

- Conducted feasibility studies and solar energy models using Helioscope, built financial models, and incorporated the findings into clients' decarbonization scenarios
- Developed EV transition proposals including capital expenditure, emission reduction pathways, and policy regulations
- Performed Scope 3 analysis and proposed emission reduction strategies
- Data analysis including, GHG inventories, forecasts, and scenario planning

City of Glenwood Springs
Energy & Climate Action Plan | 2023 – Present

- Designed solar and landfill renewable energy feasibility studies incorporating financial and policy aspects into the client's decarbonization strategies
- Evaluated the city's fleet and conducted a proposal for EV replacements analyzing environmental and economic benefits, and emission reduction pathways

City of Fairfield, OH | Sustainability Plan | 2023 – Present

- Performed building efficiency analysis including equipment electrification and envelope projects to increase energy efficiency
- Created cost savings optimization through energy efficiency upgrades and designed fundings pathways integrating IRA tax incentives

Kennesaw State University
Energy & Climate Action Plan | 2023 – Present

- Evaluated Scope 3 emissions and designed GHG reduction strategies for procurement, employee commuting, and business travel

The International REC Standard
CDR Solutions, Co-Lead and Editor, Columbia University Consultancy
January – May 2023

- Evaluated Scope 3 emissions and designed GHG reduction strategies for procurement, employee commuting, and business travel

blue strike



EDUCATION

M.S.
Earth and Planetary Science,
Harvard University

M.S. Oceanography,
Texas A&M University

M.S. Geochemistry,
Universidade Federal do Rio Grande do Sul, Brazil

Bachelor's Degree
Exchange Program, Geology,
The University of Western Australia, Australia

Bachelor's Degree
Geology, Universidade Federal do Paraná, Brazil

ADDITIONAL SKILLS & TRAINING

Certified by Google Data Analytics

Proficient in
Python, R, MATLAB, SQL, Power BI, and git for advanced data analysis and visualization.

Multilingual:
Fluent in Portuguese, basic proficiency in German and Spanish.

Presented at
+10 international and national scientific conferences and published 5 peer reviewed-papers in journals of high impact within the scientific community.

At Blue Strike,
I co-authored successful RFP and RFQ proposals, as well as presentations, which were instrumental in our selection as the winning consultant

OFFICE LOCATION

Boston, MA

PROFILE

blue strike

DAIANNE STARR, M.S.

DATA & CLIMATE SCIENTIST

OVERVIEW

Daianne Starr, is a Climate & Data Scientist with Master's degrees in Earth Sciences and Oceanography from Harvard and Texas A&M, specializing in Python, R, MATLAB, and statistical modeling. At Blue Strike, she applies machine learning to forecast long-term energy demands, performs in-depth cost-benefit analyses for renewable energy projects, and compiles extensive GHG emission inventories and forecasts. Her prior academic role as a Research Assistant in biogeochemistry provided her with hands-on experience in CO2 sequestration and emissions, enhancing her ability to develop science-based climate solutions.

SELECTED WORK EXPERIENCE

City of Worcester, MA | GHG inventory | 2024 - Present

- Co-led project management responsibilities, including client meetings, timeline development, and other critical tasks.
- Supported the technical lead in the development of an Excel-based model using VBA for efficient GHG emission reporting.

George Mason University, VA | GHG inventory | 2023 - Present

- Managed the aggregation of data from SIMAP, surveys, and various miscellaneous sources to compile a comprehensive GHG emission inventory, encompassing Scope 1, 2, and 3 emissions.
- Utilized the CESA tool to conduct forecast analyses of GHG emissions, assessing the efficacy of customized reduction strategies.
- Wrangled and analyzed multi-year data spanning commuting and business travel for STAR Certification

Fairfield, OH | Sustainability Plan | 2023 - Present

- Gathered and organized comprehensive datasets encompassing residential, commercial, and industrial electric and gas consumption.
- Conducted GHG inventories for community and government operations using the ICLEI ClearPath US Community Protocol.
- Co-Lead stakeholder engagement initiatives, including the facilitation of focus groups, workshops, and surveys
- Prepared and delivered comprehensive KPI reports to stakeholders during biweekly meetings.
- Devised a range of GHG emission reduction strategies with defined targets and steps, focusing on simultaneously lowering emissions, improving quality of life, and enhancing economic vitality.

Las Vegas Convention and Visitors Authority (LVCVA)
Climate Action Plan | 2023 - Present

- Developed sophisticated statistical models for predicting energy consumption and demand patterns.
- Utilized advanced econometric models to assess the financial implications of integrating various renewable energy strategies, aimed at addressing peak energy demand periods.
- Enhanced the Excel structure and customized VBA scripts to update the CESA (Clean Energy Strategy Assessment) tool, thereby improving its functionality in analyzing feedback and impacts during different clean energy strategy implementation scenarios.

Orange County, NC | Climate Action Plan | 2022 - 2023

- Implemented a dynamic Power BI dashboard showcasing important graphical elements of the Climate Action Plan, specially the impact of key strategies in reducing the GHG emissions until 2050.
- Implemented Public Comment Period Portal for the Climate Action Plan developed by the Blue Strike.
- Revised the scientific content and language of graphs developed for the Climate Action Plan.



SANDRINE MALLET, M.S.

CLIMATE & ENERGY ANALYST

EDUCATION

M.S.
Economic Development,
Northeastern University

B.A.
International Studies,
Université Laval, Canada

A.A.
Communication & Marketing,
La Cité Collegial, Canada

ADDITIONAL SKILLS & TRAINING

Circular Economy and the 2030 Agenda

United Nations System Staff College (UNSSC)

Social & Behavioral Research
CITI Program

OFFICE LOCATION

Ontario, Canada

PROFILE

OVERVIEW

Originally from New Brunswick, Canada, Sandrine Mallet is a trilingual Climate & Energy Analyst with a Master's of Science in Commerce and Economic Development from Northeastern University. Specializing in climate action planning, Sandrine possesses a blend of expertise in stakeholder engagement, vulnerability assessment, and financial strategy within the climate and energy sectors. Her multidisciplinary background enables her to work effectively across public, private, and non-profit domains to facilitate meaningful changes in climate policy and action.

SELECTED WORK EXPERIENCE

Town of Davidson, NC | Climate Action Plan | 2023 - Present

- Co-Lead stakeholder engagement initiatives, including the facilitation of focus groups, workshops, and surveys
- Contribute to the formulation of climate mitigation and adaptation approaches
- Perform a detailed review and analysis of local City plans, policies, and programs, benchmarking them against best practices from similar cities.

University of Colorado Boulder, CO | Climate Action Plan | 2023 - Present

- Collaborate in crafting climate mitigation and adaptation plans
- Participate in the design of a Climate Action Tracker to monitor progress
- Conduct comprehensive research and formulate funding guidelines to support strategies and actions

Orange County, NC | Climate Action Plan | 2022 - Present

- Facilitate outreach programs targeting businesses, non-profits, and student communities
- Author the Stakeholder Engagement Report, encapsulating key insights and recommendations
- Develop a Climate Action Tracker to centralize, document, and assess both current and future emissions-reduction efforts across multiple sectors
- Investigate and compile a summary of funding opportunities from public and private sectors
- Assist in shaping climate mitigation and adaptation frameworks

La Cañada Flintridge, CA | Climate Action & Adaptation Plan | 2022 - Present

- Co-lead in the development and formulation of strategies for the Climate Action & Adaptation Plan
- Support comprehensive vulnerability assessment to determine climate-related threats and the city's response readiness
- Investigate and summarize summaries of funding opportunities from both public and private sectors
- Collaborate in crafting climate mitigation and adaptation frameworks

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EDUCATION

B.A., Communication Design and Marketing

California State University, Monterey Bay

ADDITIONAL SKILLS

Adobe Creative Suite
Microsoft Office
Google Workspace
Digital Prepress
Digital Photography
NFT Design and Onboarding
Freehand and Digital Illustrator
Basic Web Design
Website Maintenance
Marketing
Social Media Management

OFFICE LOCATION

Greater Sacramento, CA

PROFILE

ROSE FREIDIN

GRAPHIC DESIGN AND MARKETING LEAD

OVERVIEW

With over 25 years of design expertise gained from diverse roles in newspapers and magazines, Rose leads marketing, communication, and public awareness campaigns at Blue Strike, focusing on stakeholder education, engagement, and community buy-in. Her client portfolio across the United States showcases her proficiency in communication plan development, graphic design, and community facilitation. Renowned for her deep-rooted community connections, Rose is a trusted partner to public sector organizations in California and beyond, delivering consistent, measurable results for city-wide projects.

SELECTED WORK EXPERIENCE

Graphic Design and Marketing Lead
Blue Strike Environmental | June 2021 - Present

- Manages and designs for Blue Strike creating print and web media including marketing materials, brand management, website maintenance, social media management and page layout design for large-scale reports/projects.
- Some notable project highlights include Orange County, NC's Climate Action Plan, Sonoma State University's Climate Action Plan, the City of Los Altos Climate Action & Adaptation Plan, University of Boulder, CO's Climate Action Plan, the Town of Davidson, NC's Climate Action Plan, the Tule River Indian Tribe of California's Priority Climate Action Plan and the City of Fairfield, OH's Sustainability Action Plan.

Freelance Graphic Designer | 2008 - Present

- Print and Web Design services for a wide-range of clients including the Bay Area's MOCHA (Museum of Children's Art), Save Our Shores and the American Cetacean Society.
- Marketing services including consulting and Social Media Management

Graphic Designer, *Monterey County Weekly* | 2010 - 2017

- Designed for a fast-paced Monterey, CA newspaper creating print and web media including print/web ads, marketing campaigns, website maintenance, and digital prepress.

Graphic Artist, *ReD Report* | 2007 - 2008

- Launched a Henderson, NV real estate deal tracker magazine under the *Nevada Business magazine*, creating print media including print ads, billboards, marketing campaigns, and digital prepress.

Production Manager/Art Director, *The Otter Realm*,
California State University, Monterey Bay | 2006 - 2007

- Managed and designed the college newspaper creating magazine layout designs, print ads, performing digital prepress duties.
- Trained staff on basic design knowledge and program skills as well as maintaining a weekly production schedule and working closely with the printer to ensure timely printing.

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