NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING AGENDA

Wednesday, September 17, 2025, 5:00 P.M.

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

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

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

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

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

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

AGENDA

CALL TO ORDER

APPROVAL OF THE AGENDA

SPECIAL MEETING

PUBLIC COMMENT ON SPECIAL MEETING MATTERS

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

A. Conference with Real Property Negotiators (Government Code § 54956.8)
Property: Point Pinos Grill, 79 Asilomar Blvd, Pacific Grove
Agency Negotiator(s): Matthew Mogensen, City Manager; Brian Pierik, City Attorney; Dan Gho, Public Works Director/Deputy City Manager; Nicholas Cina, Financial Management Analyst
Negotiating Party(ies): Tamie Aceves
Under negotiation: Price and terms of payment of lease.

ADJOURNMENT

NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, September 17, 2025, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

Appearing Remotely Via Zoom:
Councilmember Walkingstick
3450 Cahuenga Boulevard West
Los Angeles, CA 90068

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. Public comments received through this email address by noon on the day of the meeting will be posted with the corresponding agenda item.

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**

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 September 3, 2025 City Council Special and Regular Meetings **PG 10**
   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

7. **ORDINANCES**

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

A. Second Reading of Ordinance Repealing Ordinance No. 25-007 Increasing the Compensation of the Mayor and City Councilmembers **PG 17**

Reference: Brian Pierik, City Attorney

Recommended Action: Hold second reading and adopt an Ordinance Repealing Ordinance No. 25-007 Increasing the Compensation of the Mayor and City Councilmembers.

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

B. Second Read of an Ordinance Regarding Central, Grand & Fountain Avenue Street Improvements Project **PG 21**

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

Recommended Action: Hold second reading of the Proposed Ordinance Amending the Operating and Capital Projects Budget for FY25/26

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

8. **REPORTS – INFORMATION ONLY**

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

A. Check Register and Core Fund Summary - August 2025 **PG 26**

Reference: Nicholas Cina, Finance Management Analyst

Recommended Action:

1. Receive the Check Register and Core Fund Summary.
2. Alternatively, discuss and take other action related to this item.

CEQA:

B. Fourth Quarter FY 24/25 Capital Project Report & Update **PG 46**

Reference: Kimberly Shehorn, Accountant

Recommended Action:

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

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

C. Fourth Quarter Treasurer's Quarterly Report **PG 56**

Reference: Kim Shehorn, Accountant

Recommended Action:

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

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

D. Fourth Quarter 24-25 Interim Financial Statements **PG 75**

Reference: Fred Marsh, Administrative Services Director

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

E. Report on the August 25, 2025 City/PGUSD Joint Subcommittee Meeting **PG 88**

Reference: Matthew Mogensen, City Manager

Recommended Action: Receive and File Report on the August 25, 2025 City/PGUSD Joint Subcommittee Meeting

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

F. Monterey Salinas Transit Meeting Minutes for August 11, 2025 **PG 91**

Reference: Joe Amelio, Mayor Pro Tem

Recommended Action: Receive minutes.

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

9. **REPORTS – REQUIRING ACTION**

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

A. Waste Hauler Franchise Agreement Matters Memorandum of Understanding with ReGen Monterey and Participating Member Agencies **PG 97**

Reference: George Fuerst, Environmental Program Manager

Recommended Action:

1. Approve the Memorandum of Understanding with ReGen Monterey and participating member agencies regarding assistance with franchise agreement matters; and
2. Authorize the Mayor to sign the MOU on behalf of the City of Pacific Grove.

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

B. Designation of Official City Newspapers **PG 116**

Reference: Sandra Kandell, City Clerk

Recommended Action: Authorize the City Manager to award the designation of 2025-2026 Official Newspaper to the Monterey Herald, the Monterey County Weekly, and the Carmel Pine Cone.

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. Architectural Review Board Meeting Minutes: August 12, 2025. **PG 124**

Reference: Anna Bornstein, Associate Planner

Recommended Action: Receive the minutes.

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

REGULAR AGENDA

11. **PUBLIC HEARINGS**

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

A. Proposed Ordinance Regarding Code Enforcement Adding Chapter 1.17, Amending Chapter 1.18, Repealing and Replacing Chapter 1.19, Repealing and Reserving Chapter 3.30, Amending Chapter 6.09, Amending Chapter 7.40, and Amending Chapter 9.17 **PG 128**

Reference: Brian Pierik, City Attorney

Recommended Action:

1. Discuss Proposed Ordinance Regarding Code Enforcement Adding Chapter 1.17, Amending Chapter 1.18, Repealing and Replacing Chapter 1.19, Repealing and Reserving Chapter 3.30, Amending Chapter 6.09, Amending Chapter 7.40, and Amending Chapter 9.17. If the Council wishes to proceed with the Proposed Ordinance, then the following actions are recommended.
2. Request the City Attorney to read the title of the Ordinance Regarding Code Enforcement By Adding Chapter 1.17, and Amending Chapter 1.18, and Repealing and Replacing Chapter 1.19, Repealing and Reserving Chapter 3.30, Amending Chapter

6.09, Amending Chapter 7.40, and Amending Chapter 9.17.
3. Motion to waive further reading of the Ordinance.
4. Introduce and hold the first reading of an Ordinance Regarding Code Enforcement Adding Chapter 1.17, and Amending Chapter 1.18, Repealing and Replacing Chapter 1.19, Repealing and Reserving Chapter 3.30, Amending Chapter 6.09, Amending Chapter 7.40, and Amending Chapter 9.17.
5. Direct that publication of the Ordinance will be satisfied by publication of a summary approved by the City Attorney.

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

12. UNFINISHED AND ONGOING BUSINESS

A. Cedar, Sunset & Congress Intersection Improvements Project **PG 192**

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

Recommended Action:

1. Authorize staff to begin working with the Transportation Agency for Monterey County (TAMC) to amend the funding agreement for the Cedar, Sunset and Congress Intersection Project, requesting a funding increase of $137,961, to continue with the Design Engineering Evaluation Report, for a Round-a-Bout at the intersection.
2. Bring back the TAMC funding agreement and GHD amendment at a future Council meeting for consideration.
3. Alternatively, discuss and take other action related to this item.

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

13. NEW BUSINESS

A. Responsibilities and Authority of the Historic Resources Committee **PG 246**

Reference: Cynthia Garfield, Councilmember

Recommended Action: Direct staff to bring back to council a conceptual model that addresses two areas of concern discussed below.

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

14. FULL PRESENTATIONS

A. Hopkins Marine Station Update **PG 248**

Reference: Bill Sherrod, Associate Director Stanford University | Oceans Department | Hopkins Marine Station

Recommended Action: Receive presentation.

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

15. **CLOSED SESSION**

ADJOURNMENT

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

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: September 17, 2025

SUBJECT: Minutes of the September 3, 2025 City Council 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

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING

Wednesday, September 3, 2025, 5:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

CALL TO ORDER
Mayor Pro Tem Amelio called the meeting to order at 5:00 p.m. Present in Chamber: Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, Rau and Walkingstick. Councilmember Poduri arrived at the meeting at 5:05 p.m. Absent: Mayor Smith.

APPROVAL OF THE AGENDA
Upon motion by Councilmember Rau and seconded by Councilmember McDonnell, Council voted 5-0-2, Mayor Smith and Councilmember Poduri absent, to approve the Special Meeting Agenda.

SPECIAL MEETING

PUBLIC COMMENT ON SPECIAL MEETING MATTERS
No public comment received.

A. Conference with Real Property Negotiators (Government Code § 54956.8)
Property: 77 Asilomar, Pacific Grove (Pacific Grove Golf Links)
Agency Negotiator(s): Matthew Mogensen, City Manager; Brian Pierik, City Attorney; Nicholas Cina, Finance Management Analyst
Negotiating Party(ies): Michael Sharp, PGA, President/CEO, CourseCo Inc.
Under negotiation: Price and terms of payment

B. Conference with Real Property Negotiators (Government Code § 54956.8)
Property: Point Pinos Grill, 79 Asilomar Blvd, Pacific Grove
Agency Negotiator(s): Matthew Mogensen, City Manager; Brian Pierik, City Attorney; Nicholas Cina, Finance Management Analyst
Negotiating Party(ies): Tamie Aceves
Under negotiation: Price and terms of payment.

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING

Wednesday, September 3, 2025, 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 Pro Tem Amelio called the meeting to order at 6:15 p.m. Present in Chamber: Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, Poduri, Rau and Walkingstick. Absent: Mayor Smith.

PLEDGE OF ALLEGIANCE:
Mayor Pro Tem Amelio led the pledge of allegiance.

1. **APPROVAL OF AGENDA**
Upon motion by Councilmember Rau and seconded by Councilmember Walkingstick, Council voted 6-0-1, Mayor Smith absent, to approve the Regular Meeting Agenda (as modified).

2. **PRESENTATIONS**

A. Mayor's Proclamation: Jacob's Heart
Action: Presented proclamation.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Mayor's Proclamation: Hispanic Heritage Month
Action: Presented proclamation.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

C. Mayor's Proclamation: National Voter Registration Day
Action: Presented proclamation.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

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

A. Report on Closed Session by City Attorney

Conference with Real Property Negotiators (Government Code § 54956.8)
Property: 77 Asilomar, Pacific Grove (Pacific Grove Golf Links)
Agency Negotiator(s): Matthew Mogensen, City Manager; Brian Pierik, City Attorney; Nicholas Cina, Finance Management Analyst

Negotiating Party(ies): Michael Sharp, PGA, President/CEO, CourseCo Inc.
Under negotiation: Price and terms of payment

Conference with Real Property Negotiators (Government Code § 54956.8)
Property: Point Pinos Grill, 79 Asilomar Blvd, Pacific Grove
Agency Negotiator(s): Matthew Mogensen, City Manager; Brian Pierik, City Attorney; Nicholas Cina, Finance Management Analyst
Negotiating Party(ies): Tamie Aceves
Under negotiation: Price and terms of payment.

City Attorney Pierik reported no action was taken as to both items.

B. Council and staff made general announcements.

4. **GENERAL PUBLIC COMMENT**
General public comment received from Susan Goldbeck, Jasmine Venegas, Sharon Miller, Inge Lorentzen Daumer, Anthony Ciani, Lisa Ciani, Jane Haines, and Carol Marquart.

A. Written General Public Comment

CONSENT AGENDA

Action: Upon motion by Councilmember Poduri and seconded by Councilmember Walkingstick, Council voted 6-0-1, Mayor Smith absent, to approve the Consent Agenda.

Action: The motion to approve the consent agenda was withdrawn to see if the public needed to pull the item. Carol Marquart did not wish to pull an item but provided public comment.

Action: Upon motion by Councilmember Rau and seconded by Councilmember Poduri, Council voted 6-0-1, Mayor Smith absent, to approve the Consent Agenda.

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

A. Minutes of the August 20, 2025 City Council Special and Regular Meetings
Action: Approved the minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

6. **RESOLUTIONS**

7. **ORDINANCES**

8. **REPORTS – INFORMATION ONLY**

9. **REPORTS – REQUIRING ACTION**

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

A. Architectural Review Board Minutes: April 8, 2025, May 13, 2025, June 10, 2025, July 8, 2025
Action: Received the minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines

Section 15378

REGULAR AGENDA

11. **PUBLIC HEARINGS**

A. Central, Grand & Fountain Avenue Street Improvements Project
Public comment received from Susan Goldbeck, Inge Lorentzen Daumer, and Lisa Ciani.

Action: Councilmember McDonnell requested the City Attorney to read the title of the Proposed Ordinance.

Action: Upon motion by Councilmember McDonnell and seconded by Councilmember Rau, Council voted 6-0-1, Mayor Smith absent to approve the remaining items:

2. Waive further reading of the ordinance;
3. Introduce and hold the first reading of the Proposed Ordinance Amending the Operating and Capital Projects Budget for FY25/26; and
4. Direct a summary of a proposed Ordinance to be published as approved by the City Attorney.
5. Accept payment by Kimpton Hotel Developers in an amount of $86,976.12, per condition #11 of the Architectural and Use Permit to be harnessed for the street improvements.
6. Authorize Agreement with Monterey Peninsula Engineering (MPE) for the Central, Grand and Fountain Avenue Street Improvement Project for an amount not to exceed $657,634 plus a 10% contingency.

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

B. Resolution amending Resolution No. 25-020 for dates of circulation of Referendum Petition and First Reading of Ordinance Repealing Ordinance No. 25-007 Increasing the Compensation of the Mayor and City Councilmembers
No public comment received.

Action: Upon motion by Councilmember Poduri and seconded by Councilmember Rau, Council voted to Adopt Resolution No. 25-021 Amending Resolution No. 25-020 Accepting the Certification of Sufficiency of the Referendum Against Ordinance No. 25-007 Increasing the Compensation of the Mayor and City Councilmembers.

Action: Councilmember Poduri requested the City Attorney to read the title of the Ordinance Repealing Ordinance No. 25-007 Increasing the Compensation of the Mayor and City Councilmembers.

Action: Upon motion by Councilmember Poduri and seconded by Council Rau, Council voted 6-0-1, Mayor Smith absent, to approve the remaining items:

3. Waive further reading of the Ordinance;
4. Introduce and hold the first reading of an Ordinance Repealing Ordinance No. 25-007 Increasing the Compensation of the Mayor and City Councilmembers.
5. Direct that publication of the Ordinance will be satisfied by publication of a summary

approved by the City Attorney.

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

12. **UNFINISHED AND ONGOING BUSINESS**

A. Artificial Intelligence (AI) Framework and Policy ***This item was continued from the Council's August 20, 2025 Regular Meeting Agenda.***
Public comment received from Lisa Ciani and Inge Lorentzen Daumer.

Action: Upon motion by Councilmember Rau and seconded by Councilmember Walkingstick, Council voted 6-0-1, Mayor Smith absent, to direct the City Manager to initiate the development of a comprehensive City-wide Artificial Intelligence (AI) Framework and Policy, for Council review and adoption.

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

B. "Dancing Monarchs" Art Donation Location Selection
Public comment received from Susan Goldbeck, Sally Moore, Jan Stewart, Inge Lorentzen Daumer, Lisa Ciani, and Sharon Miller.

Action: Upon motion by Councilmember Rau and seconded by Councilmember Walkingstick, Council voted 6-0-1, Mayor Smith absent, to direct staff to return to Council with information regarding the site selection for the sculpture at Lover's Point and the Oceanview paved circle.

CEQA: Categorical Exemption, CEQA Guidelines Section 15304, Class 4, Minor Alterations to Land

13. **NEW BUSINESS**

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

Action: Upon motion by Councilmember Rau and seconded by Mayor Pro Tem Amelio, Council discussed, designated, and adopted by Resolution No. 25-022 voting delegate Mayor Smith and alternates Mayor Pro Tem Amelio and Councilmember Poduri to represent the City on policy matters at the League of California Cities (LoCC) Annual Conference on October 8-10 in Long Beach, California.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

14. **FULL PRESENTATIONS**

A. 3CE Presentation by Community Relations Manager Sophia Schwirzke
Public comment received from Lisa Ciani.

Action: Council received the presentation.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

15. **CLOSED SESSION**

ADJOURNMENT
Council adjourned the regular meeting at 9:11 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor: _____Date_____

Attest by City Manager: _____Date_____

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Brian Pierik, City Attorney
MEETING DATE:	September 17, 2025
SUBJECT:	Second Reading of Ordinance Repealing Ordinance No. 25-007 Increasing the Compensation of the Mayor and City Councilmembers
CEQA:	Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Hold second reading and adopt an Ordinance Repealing Ordinance No. 25-007 Increasing the Compensation of the Mayor and City Councilmembers.

DISCUSSION

On September 3, 2025, the City Council held a first reading and introduced an Ordinance to repeal Ordinance No. 25-007 Increasing the Salary of the Mayor and City Councilmembers.

This Agenda item presents to the City Council for second reading an Ordinance to repeal Ordinance No. 25-007 (Attachment 1).

There were no substantive changes between the first and second readings of this ordinance.

The City Clerk caused a summary of ordinance to be published on September 11, 2025.

OPTIONS

Take other action related to the subject of this Agenda item.

FINANCIAL IMPACT:

There is no fiscal impact for this agenda item.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Proposed Ordinance

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE REPEALING ORDINANCE NO. 25-007 INCREASING THE COMPENSATION OF THE MAYOR AND CITY COUNCILMEMBERS

FACTS

1. On May 7, 2025, the Council considered and discussed a potential ordinance increasing the compensation of the Mayor and City Councilmembers and providing medical benefits as available to City Management Employees. The issue of medical benefits was tabled and the Council introduced and held first reading of an Ordinance of the City Council of the City of Pacific Grove Increasing the Compensation of the Mayor and City Councilmembers.

2. On May 21, 2025, the Council held second reading and adopted an Ordinance of the City Council of the City of Pacific Grove Increasing the Compensation of the Mayor and City Councilmembers.

3. Absent the Referendum, Ordinance No. 25-007 would have become effective 30 days after adoption (Friday, June 20, 2025).

4. Article 16 of the City Charter states, "The right of initiative and referendum is hereby preserved to the citizens of the City to be exercised in accordance with the procedures prescribed by the Constitution and General Laws of this State."

5. For a Referendum to appear on a ballot, a petition must be submitted within 30 days of Proponent's receipt of the City Attorney's approved Summary of Referendum and be signed by Pacific Grove voters equaling 10% or more of the voter registration last officially reported to the Secretary of State. On February 10, 2025, the County report of City voter registration to the State was 10,601. Ten percent of 10,601 is 1060.

6. On May 23, 2025, the Referendum proponent presented to the City Clerk's Office a Request for an Approved Summary of Referendum Against Ordinance 25-007.

7. On June 5, 2025, City Attorney transmitted an approved Summary of Referendum to the Proponent; commencing the period to circulate petitions on June 6, 2025 and concluding on July 7, 2025.

8. On July 1, 2025, a Referendum petition was submitted to the City Clerk. A prima facie count was conducted by the City Clerk's office and it was established that there were 1773 signatures received. At the point the Referendum was accepted, Ordinance No. 25-007 was suspended pursuant to Elections Code Section 9237.

9. On July 2, 2025, the Referendum petition was delivered to the Monterey County Elections Department and Registrar of Voters for review of the petition signatures.

10. The City's instructions to the County requested examination of signatures and 2 certification be accomplished by full check pursuant to Elections Code Section 9114.

11. On August 6, 2025, the Monterey County Registrar of Voters provided the City with its Certificate of Signature Verification resolving that the number of valid signatures on said petition exceeds 10% of the registered voters in the City of Pacific Grove.

12. On August 20, 2025, the City Council adopted Resolution No. 25-020 declaring the certification of sufficiency of the Referendum against Ordinance 25-007 increasing the compensation of the Mayor and City Councilmembers.

13. On August 20, 2025, the City Council approved a Motion to direct staff to return to the Council on September 3, 2025 with an ordinance repealing Ordinance No. 25-007 and to return to the Council at a future meeting for discussion of a possible ballot measure to be presented in 2026 for a public vote on an ordinance increasing the salary of the Mayor and City Councilmembers.

14. On September 3, 2025, the Council adopted Resolution No. xxx Amending Resolution No. 25-020 to correct the date of circulation of the Referendum petition to June 6, 2025 to July 7, 2025.

15. This action does not constitute a "Project" under California Environmental Quality Act (CEQA) Guidelines Section 15378.

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

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

SECTION 2. Ordinance No. 25-007 Increasing the Compensation of Mayor and City Councilmembers is hereby repealed.

SECTION 3. Severability. If any provision, section, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

Section 4. In accord with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following its passage and adoption.

PASSED AND ADOPTED BY THE `COUNCIL OF THE CITY OF PACIFIC GROVE this _____ day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
Nick Smith, Mayor

ATTEST:
DATED:_____

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

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

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Daniel Gho, Public Works Director/Deputy City Manager
MEETING DATE:	September 17, 2025
SUBJECT:	Second Read of an Ordinance Regarding Central, Grand & Fountain Avenue Street Improvements Project
CEQA:	Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

RECOMMENDATION
Hold second reading of the Proposed Ordinance Amending the Operating and Capital Projects Budget for FY25/26

DISCUSSION
No substantive changes were made between the first and second readings of this ordinance. The City Clerk caused a summary of the ordinance to be published on September 11, 2025.

BACKGROUND
The Kimpton Hotel, formerly Hotel Durell, will be a high-end lodging hotel with amenities including a restaurant, gym, spa, and meeting room. The hotel site is located between Central and Lighthouse Avenues, on the North and South, and Grand & Fountain Avenue on the West and East.

The Conditions of Approval for the hotel, approved by Resolution in September of 2018 and amended by Resolution in March of 2022 by the City Council, included various requirements. Condition of Approval 11 pertained specifically to the intersections adjacent to the project and states:

> *"Pedestrian safety. The Applicant shall pay for 25% of the cost for design and construction of the complete reconfiguration of the intersection of Central A venue and Fountain Avenue to provide an All-Way Stop intersection as identified in the Mitigation Measures of the Environmental Impact Report. The intersection redesign shall be consistent with the guidelines described in the "Pedestrian Safety Report" Prepared for the City by the Institute of Transportation Studies dated November dated November 2008.*
>
> *The Applicant shall pay 25% of the cost for design and construction of the reconfiguration of the intersection of Central Ave, and Grand Ave. to accommodate a new raised pavement crosswalk across the intersection on the south side of Central Ave. The final project landscape plan for landscaping within the public right-of-way shall be designed to incorporate the new raised pavement crosswalk."*

The final resolution, with the full list of the Conditions of Approval, can be found here.

ENGINEERING & DESIGN
In accordance with Condition 11, the City requested funding through the FY24/25 Capital Improvement Plan to begin evaluation of the intersections at Fountain & Central, and Grand and Central to enhance the vehicle and pedestrian safety. The City also commenced discussions related to the required improvements with the developer of the Kimpton Hotel.

Engineering is complete and the final plan set has been developed with the following scope.

- A complete reconfiguration of Fountain and Central, with the intent of implementing a 4-way stop.
- Construction of new curb ramps at all corners of the Fountain and Central Intersection (Curb ramp at Southwest corner of Fountain and Central is the responsibility of the hotel developer)
- Creation of a new driveway on the Northeast side of Central and Fountain adjacent to the Spiritual Center
- Installation of 1,650 S.F of sidewalk
- A bulb out on the southwest corner of Grand and Central and upgrade of all existing curb ramps (Curb ramp at Southeast corner of Grand and Central is the responsibility of the hotel developer)
- Improved stormwater controls will be installed
- Reconstruction of 14,500 S.F. of pavement on Central
- Reconstruction of 5,200 S.F of pavement on Grand
- 7,000 S.F. of asphalt overlay on Fountain
- New road markings and signage on all three road segments

City staff presented the project to the City Council at their June 4, 2025 meeting, at which time the Council accepted the plans to reconfigure the intersection and authorized staff to issue a call for bids for the project.

The City launched a Request for Proposals on July 3, 2025 and received four (4) bids on July 31, 2025.

CONTRACTOR	BID AMOUNT
Monterey Peninsula Engineering	$657,634.00
Kraemer Engineering	$696,561.80
Coastal Paving and Excavating	$849,849.00
Precision Grade, Inc	$850,426.00

Monterey Peninsula Engineering has qualified as the lowest responsible bidder.

AGREEMENT
If awarded, the City will use the standard construction contract approved by the City's insurer, California Joint Powers Insurance Authority (CJPIA).

NEXT STEPS
Once a contract is executed, the City will work with the contractor to develop a construction schedule.

KIMPTON HOTEL CONTRIBUTIONS
Per Condition of Approval #11 of the Architectural and Use Permit for the Kimpton Hotel, 25% of the design and construction of the intersection improvements at Fountain/Central and Grand/ Central are to be paid by the developer, along with $13,000 towards the roadway paving. To comply with Approval #11, the hotel developers are required to pay $86,976.12. The City will pave the remainder of the

surrounding roadways to address their deteriorated conditions. It is best to perform the paving work under one contract for coordination and quality control.

OPTIONS

Provide an alternative direction

FINANCIAL IMPACT:

The Central, Grand & Fountain Avenue Street Improvements Project (CIP25-03) was approved in the FY24/25 CIP with a budget of $270,000 derived from the General Fund (Fund 63). To date, $41,099.50 has been expended on engineering. There is a $533,523.50 delta needed to fund the full project.

To bridge the gap on the delta, Public Works has requested the disbursement of the City's fair share of Regional Surface Transportation Program (RSTP) funds, distributed through the Transportation Agency for Monterey County, in an amount of $315,811, which utilizes all of our RSTP balance. Approval of the attached ordinance will allow the City to increase the Revenues of Regional Surface Transportation (RSTP) Fair Share allocation by $315,811 and expend the RSTP allocation on the Central, Grand and Fountain Avenue Street Improvement Project (CIP25-03) by $315,811.

In addition to the RSTP funds, the developers of the Kimpton hotel will contribute $86,976.12 towards the project. With the two additional revenues, $315,811 from the RSTP and the $86,976.12 from the Kimpton Hotel, the project has a delta of $124,590.38 (includes contingency and construction engineering management).

The City's approved CIP includes $1.2 million of project funding, which has been earmarked for the FY 24/25 Street Rehabilitation Project. The City is still in the engineering phase for the Street Rehab project and minimal funding has been harnessed to date. The Central, Grand & Fountain Avenue Street Improvements Project funding delta ($124,590.38) could be addressed by transferring a portion of the $730,000 Measure X Fund (Fund 17) allocation earmarked for the Street Rehab project.

The purpose and intent of the Measure X funding allocations for both projects are similar and can be transferred from the Street Rehab project to the Central, Grand & Fountain Avenue Street Improvements Project internally. After the transfer, the City would still have $1.2 million that can be harnessed towards street rehab, including a portion of the General Fund allocation.

Performing this transfer to fully fund the Central, Grand & Fountain Avenue Street Improvements Project is prudent because completion of the project prior to the opening of the Kimpton Hotel will greatly improve pedestrian and vehicle safety.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Ordinance RSTP Allocation

ORDINANCE NO. 25-xxx

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING THE OPERATING AND CAPITAL PROJECTS BUDGET FOR THE FISCAL YEAR (FY) 2025-26

FACTS

1. The City Council approved the Fiscal Year 2025-26 Budget on June 18, 2025.

2. It is customary to amend the budget to adjust revenues and expenditures to reflect updated information since the adoption of the Fiscal Year 2025-26 Budget.

3. The City Manager is recommending amendments to the Fiscal Year 2025-26 Budget to reflect the City Council goals for the fiscal year budget.

4. The Council has determined it is appropriate to amend the approved budget for FY 2025-26 to increase the Revenues of Regional Surface Transportation (RSTP) Fair Share allocation of $315,811 and expend the RSTP allocation on the Central, Grand and Fountain Avenue Street Improvement Project (CIP25-03) by $315,811, allowing for the reconfiguration of the Central, Grand and Fountain Avenue intersections and rehabilitation of deteriorated roadways.

5. Pursuant to Charter Article 15, an amendment of the budget must be approved by ordinance.

6. A summary of the Ordinance, approved by the City Attorney, was published on _____.

7. In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq.

8. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) Guidelines Section 15378 because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

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

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

SECTION 2. The Revenues budget for the following funds is amended, as stated herein, which by this reference are incorporated as set forth in its entirety.

Revenues		Increase
20	Regional Surface Transportation Fund (TAMC)	$315,811

SECTION 3. The Fiscal Year 2025/26 estimated fund balances based on this adjustment, are referenced herein:

Fund	Beginning Fund Balance	Revenue FY 25/26	Expenditures FY 25/26	Preliminary Estimated Ending Fund Balance
20	0	$315,811	$315,811	$0

SECTION5. In accord with Article 15 of the City Charter, this ordinance shall become effective upon adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 3rd day of September 2025, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
NICK SMITH, Mayor

ATTEST:

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Nicholas Cina, Finance Management Analyst
MEETING DATE: September 17, 2025
SUBJECT: Check Register and Core Fund Summary - August 2025
CEQA:

RECOMMENDATION

1. Receive the Check Register and Core Fund Summary.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

In accordance with Article 23, a report including the monthly receipts, disbursements, and fund balances is attached.

In addition, a detailed listing of the check register is on the city's website.

The check register is an 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. Attached is the check register report for August 2025.

The Administrative Services Department produces Monthly Core Financial reports to assist in evaluating the City's fiscal condition. The attached report provides details on General Fund revenues as well as a summary related to its other funds.

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 Detailed) - August 2025

Check Register (By Fund) - August 2025
Core Fund Summary and GF Revenue

Check Register - Summary by Detail - August 2025

Fund	Check Date	Name	Description	Amount
01 - General Fund	8/5/25	Us Bank	D Delfino Invest Tr	$ 117.95
			K Clark Rec Uniform	120.18
			M Khasimi Dock Stat	185.60
			L Livian Calpelra M	390.00
			S Arriola Mayor Air	436.97
			Pd Trvl 5084 Animl	450.00
			M Khasimi Hp Printe	546.24
			M Khasimi Zoom Soft	702.15
			R Gaither Conf Lodg	1,252.12
			S Kandell Credit Tr	(318.96)
			M Khasimi Usb Adapt	7.38
			K Clark Staff Train	8.99
			S Arriola Travel In	29.45
			K Clark Elop Suppli	49.50
			Pd Trvl 5092 Ee Cak	57.50
		Us Bank	K Clark Volunteer	498.18
			D Gonzales Apa Mbrs	591.00
			F Marsh Dept Tshirt	1,316.08
			M Khasimi Laptop	1,593.96
			M Khasimi Cr Amazon	(1,092.48)
			C Day Hat Return	(300.00)
			M Khasimi Ms Pay Pe	1.01
			L Livian Office Sup	7.20
			M Mogensen Mty Herl	18.00
			K Clark Elop Suppli	23.66
			K Clark Trng Suppli	33.00
			D Gho Mty Herald	34.00
			F Marsh Csmfo Mtg	35.00
			F Marsh Gfoa Semina	50.00
			L Livian Ai Subscri	60.00
			S Kandell Mayor Mtg	65.00
			Pd Trvl 5084 Printi	71.34
			S Hoffman Tlo Searc	75.00
			K Clark Staff Trng	98.89
			S Arriola Cc Dinner	103.94
			A Canales Lib Suppl	111.18
			M Mogensen Mbep Sem	118.00
			L Frati Fy End Even	129.23
			F Marsh Misac Mbrsh	130.00
			L Livian Dept Mtg	137.96
			A Canales Lib Suppl	140.93
			C Day Jpia Conf Air	158.36
			M Mogensen Award	180.00
			S Arriola Ee Activi	307.62
			S Arriola Cmo Mbrsh	370.50
			M Khasimi Equip Rep	381.39
			Pd Trvl 5084 Traini	437.45
		Ca Dept Of Justice	Cmo Backgrnd Checks	301.00
		Hayward Lumber Comp	Street Supplies	70.79
			B&G Supplies	1,110.02
		Kimball Midwest	Streets Repair Stoc	175.94
			B&G Repair Unit 61	309.19
			Mech Stock	1,435.99
		O'Reilly Auto Enter	B&G Vehicle Repairs	135.88
			Fd Vehicle Repairs	174.71
			Street Vehicle Repa	7.42
		Pacific Grove Hardw	Fd Repair Supplies	48.65
			B&G Vehicle Repairs	6.54
			Fin Supplies	10.03
			Cdd Supplies	30.72
			Mech Supplies	44.96
			Rec Supplies	52.16
			Pd Repair Supplies	62.07

Fund	Check Date	Name	Description	Amount
			Rec Office Supplies	$ 74.09
			Pw Supplies	76.17
			B&G Sm Tools	116.61
			Museum Supplies	122.53
			Lib Repair Supplies	131.22
			Rec Pool Supplies	176.86
			Street Supplies	730.40
			B&G Maint Supplies	1,154.66
		Sentry Alarm System	Fy 24/25 Alarm Serv	250.00
			Fy 24/25 Alarm Serv	1,532.46
		Civicplus, Llc	Social Media Archiv	4,617.27
		Pacific Gas & Elect	Golf St Elec 3438-9	44.47
			Rec Electric 0956-9	4,426.72
	8/8/25	Aflac	Ded:5200 Aflac Prem	727.43
			Ded:5201 Aflac P/T	1,406.89
		Calif Law Enforcmen	Ded:3200 Ltd Pd	512.00
			Ded:3200 Ltd Pd	(512.00)
		Calpers Health	Ded:128 Health Emp	556.45
			Ded:2072 Health	1,109.00
			Ded:129 Health	1,134.79
			Ded:3053 Health Fam	1,446.77
			Ded:2071 Health	1,462.50
			Ded:126 Health	1,475.23
			Ded:111 Health	1,633.65
			Ded:108 Health	1,918.93
			Ded:104 Health	2,027.40
			Ded:112 Health	2,225.80
			Ded:3051 Health Emp	2,225.80
			Ded:116 Health	506.85
			Ded:124 Health	4,425.69
			Ded:103 Health	3,547.95
			Ded:4304 Hlth Retro	3,632.54
			Ded:106 Health	3,690.25
			Ded:123 Health	5,673.95
			Ded:105 Health	7,906.86
			Ded:2073 Health Fam	8,331.00
			Ded:122 Health	11,348.00
		City Of Pacific Gro	Ded:3301 Aflac Med	1,520.72
		Eft	Ded:*Fm Medicare	12,325.00
			Ded:*Sca State Tax	17,057.97
			Ded:*Ft Federal Tx	42,957.58
			Ded:*Fm Medicare	(12,325.00)
			Ded:*Sca State Tax	(17,057.97)
			Ded:*Ft Federal Tx	(42,957.58)
		Pacific Grove City	Ded:7000 Assoc Dues	909.50
		Mass Mutual (457 Pl	Ded:3999 Roth Ira	1,323.00
			Ded:4000 Def Comp	11,661.60
		Mtry County Dept Of	Ded:0023 Garnish	463.07
		Pacific Grove Manag	Ded:7203 Assoc Dues	40.00
		City Of Pacific Gro	Ded:1009 Work Comp	424.19
			Ded:1005 Work Comp	1,537.91
			Ded:1010 Work Comp	3,418.97
			Ded:1003 Work Comp	5,602.44
			Ded:1006 Work Comp	55.65
		City Of Pacific Gro	Ded:7510 Pers Reimb	41.15
		City Of Pacific Gro	Ded:2103 Dental Fam	1,559.90
			Ded:2101 Dentaleoee	978.98
			Ded:2102 Dental+1Ee	1,022.08
			Ded:200 Dentaleoer	303.17
		City Of Pacific Gro	Ded:0005 Suta	150.23
		Pers	Ded:2003 Pers Other	173.96
			Ded:0022 Pers Sp Ms	269.21
			Ded:08 Pers Other	348.83

Fund	Check Date	Name	Description	Amount
			Ded:0009 Pers Other	$ 491.03
			Ded:0018 Pers Sp Sf	492.98
			Ded:0002 Pers	2,821.00
			Ded:2001 Pers	2,193.46
			Ded:01 Pers	9,583.36
			Ded:07 Pers City	6,273.80
			Ded:0006 Pers City	6,868.24
			Ded:0017 Pers Rg Sf	7,054.56
			Ded:0011 Pers Er Sf	7,675.79
			Ded:2000 Pers Emply	3,784.48
			Ded:0021 Pers Reg M	15,388.82
			Ded:0020 Pers Er M3	16,082.31
			Ded:0016 Pers-Retro	68.57
			Ded:0004 Surv Ben	87.42
			Ded:0019 Pers Rt Sf	(3.44)
		Police Officers Ass	Ded:7204 Assoc Dues	8.00
			Ded:7205 Assoc Dues	652.54
		Legal Shield	Ded:6100 Legal Svc	31.75
		State Disability Ta	Ded:0026 Sdi	5,206.30
		Standard Insurance	Ded:3500 Life Ins	1,417.50
		Transamerica Employ	Ded:5202 Transameri	311.82
		Union Bank Of Calif	Ded:4005 Pars-457	3,116.02
		Vision Service Plan	Ded:2502 Visioneoee	205.84
			Ded:2503 Vision+1Ee	228.48
			Ded:2504 Vision Fam	228.48
			Ded:300 Visioneoer	66.40
		Calif Law Enforcmen	Aug Prem And Adj	256.00
		Pers	Ppe 7/19/25 Cont&Ad	80,748.37
		Vision Service Plan	Aug 2025 Supplement	6.34
			July 2025 Supplemen	19.63
		Eft	Pay Date 8.8.25	71,755.15
	8/15/25	Adrienne Cursio	Rfnd Cancel Pool	25.00
		Alexandra Beleche	Rfnd Cancel Pool	1.25
		Ali Davis	Rfnd Cancel Pool	25.00
		Alli Mayorga	Rfnd Cancel Pool	11.25
		Allison Brooks	Rfnd Cancel Pool	58.25
		Amanda Zaballos	Rfnd Cancel Pool	12.50
		Amelia Howerton	Rfnd Cancel Pool	25.00
		Amy Lamonska	Rfnd Cancel Pool	12.50
		Amy Salgado	Rfnd Cancel Pool	11.25
		Ana Meyer	Rfnd Cancel Pool	22.50
			Rfnd Requested	81.75
		Ashley Velasquez	Rfnd Cancel Pool	11.25
		Augusta Welty	Rfnd Cancel Pool	22.50
		Beau Jackson	Rfnd Cancel Pool	37.50
		Bridgett Dalke	Rfnd Cancel Pool	12.50
		Carolyn Snider	Rfnd Requested	81.75
		Chesli Manzo	Rfnd Cancel Pool	12.50
		Chloe Padgett	Rfnd Cancel Pool	11.25
		Corie Beer	Rfnd Cancel Pool	11.25
		Darina Pugacheva	Rfnd Cancel Pool	12.50
		David Lundgren	Rfnd Cancel Pool	11.25
		Elizabeth Glass	Rfnd Cancel Pool	25.00
		Eric Meyer	Rfnd Cancel Pool	22.50
		Erica Downs-Karai	Rfnd Cancel Pool	81.75
		Erin Aragon	Rfnd Cancel Pool	11.25
		Erin Drake-Prior	Rfnd Cancel Pool	12.50
		Esther Enea	Rfnd Cancel Pool	11.25
		Eva Asturi	Rfnd Cancel Pool	11.25
		Eva Sinotte	Rfnd Cancel Pool	11.25
		Falynn St Dennis	Rfnd Cancel Pool	11.25
		Fitriani Sani	Rfnd Cancel Pool	22.50
		Genee Cahill	Rfnd Cancel Pool	12.50

Check Register - Summary by Detail - August 2025

Fund	Check Date	Name	Description	Amount
		George W Fuerst	Rfnd Cancel Pool	$ 11.25
		Giacomo Paoletti	Rfnd Cancel Pool	11.25
		Gina Perrone	Rfnd Cancel Pool	11.25
		Gladys Rodriguez-Mo	Rfnd Requested	89.25
		Harumi Gunn	Rfnd Cancel Pool	11.25
		Kathleen Davies	Rfnd Cancel Pool	22.50
		Kendall Marsh	Rfnd Cancel Pool	11.25
		Kerrie Smith	Rfnd Cancel Pool	11.25
		Kristen Deis	Rfnd Cancel Pool	12.50
		Kristin Makowski	Rfnd Cancel Pool	11.25
		Laurie Heilbron	Rfnd Cancel Pool	11.25
		Lia Simmons	Rfnd Cancel Pool	11.25
		Margaret Masquelier	Rfnd Cancel Pool	25.00
		Maria Hauman	Rfnd Cancel Pool	25.00
		Matthew Logan	Rfnd Cancel Pool	11.25
		Maureen Boese	Rfnd Cancel Pool	22.50
		Monica Schmidt	Rfnd Cancel Pool	12.50
		Nicole Dotto	Rfnd Cancel Pool	22.50
		Nikki Hueffmeier	Rfnd Cancel Pool	12.50
		Patrick Perez	Rfnd Cancel Pool	25.00
		Quincey Brinker	Rfnd Cancel Pool	22.50
		Robin Pelc	Rfnd Cancel Pool	11.25
		Sa Vanna Baker Leyv	Rfnd Cancel Pool	11.25
		Samantha Fischer	Rfnd Cancel Pool	11.25
		Samantha Synold	Rfnd Cancel Pool	12.50
		Sophie Gates	Rfnd Cancel Pool	11.25
			Rfnd Cancel Pool	22.50
		Stephanie Paclot	Rfnd Cancel Pool	11.25
		Susan Stoddard	Rfnd Cancel Pool	12.50
		Sydney Lundy	Rfnd Cancel Pool	12.50
		Tara Kopec	Rfnd Cancel Pool	12.50
		Taylor Pike	Rfnd Cancel Pool	22.50
		Tracy Turpen	Rfnd Cancel Pool	33.75
		Amy Hunt	Rfnd Cancel Pool	11.25
		Anette Granberg	Rfnd Cancel Pool	22.50
		Anne Bauer-Civiello	Rfnd Cancel Pool	11.25
		Bonnie Post	Rfnd Cancel Pool	11.25
		Claire Dunsford	Rfnd Cancel Pool	22.50
		Florencia De La Pen	Rfnd Cancel Pool	58.25
		Frida Raasok	Rfnd Cancel Pool	12.50
		Heather Conner	Rfnd Cancel Pool	84.00
		Katie Barefoot	Rfnd Cancel Pool	22.50
		Katie Zerbe	Rfnd Cancel Pool	22.50
		Krista Knuffke	Rfnd Cancel Pool	12.50
		Leah Bernardini	Rfnd Cancel Pool	11.25
		Nicole Lucido	Rfnd Cancel Pool	42.00
		Robyn Hawkins	Rfnd Cancel Pool	11.25
		Shaminder Kler	Rfnd Cancel Pool	12.50
		Stacie Tarrant	Rfnd Cancel Pool	11.25
		Stephanie Deyerle	Rfnd Cancel Pool	42.00
		Tyler Thompson	Rfnd Cancel Pool	12.50
		Vanessa Anaya	Rfnd Cancel Pool	42.00
		Pacific Gas & Elect	Forest Centrl Spr	0.10
			17 Mi Dr Ballpark	0.16
			Caledonia Pk Lights	0.17
			117 Recreation Room	5.77
			Lovers Point	6.23
			Berwick Park	6.65
			Platt Pk Sprnklr	7.86
			17 Mi Dr Ballpark	8.11
			Forest Centrl Spr	9.75
			Caledonia Pk Lights	9.83
			168 16Th St	10.01

Fund	Check Date	Name	Description	Amount
			17 Mi Dr Ballpark	$ 10.36
			Corp Yard Dm & 5Th	13.58
			Parking Lot Light	14.78
			Corp Yard Sunset Dr	17.22
			117 Recreation Room	21.15
			Grand Av & Pk Pl	21.87
			Cor Melrose	15.61
			Lovers Point	22.87
			Phone Booth-Berwick	23.85
			Platt Pk Sprnklr	26.19
			Piedmont & Moreland	26.68
			1307 Forst Sinex Si	27.21
			1307 Forst Pine Sig	29.41
			300 16Th St.	48.02
			101 Ch-Cdd - 50%	51.68
			101 Ch-Fin - 50%	51.69
			Cor Melrose	41.45
			17 Mi Dr Ballpark	54.46
			Concession Stand	63.39
			1307 Forst Sinex Si	69.32
			1307 Forst Pine Sig	73.63
			162 16Th Street	89.13
			Oceanview & 17Th	94.99
			Chautauqua Hall	99.20
			City Council - 3%	99.41
			Recreation - 3%	99.41
			17 Mile Drive	122.55
			117 Community Ctr	127.37
			17Th St & Laurel	141.73
			City Council - 3%	77.69
			Recreation - 3%	77.69
			Finance - 7%	181.26
			Chautauqua Hall	187.17
			300 Forest Ave	202.43
			Beach Boat Storage	202.96
			Public Library	208.75
			Fire Dept	213.43
			Finance - 7%	231.98
			Forest 40 Ft E/O Lh	243.57
			165 Forest Ave	245.21
			Cedd - 9.5%	246.01
			City Manager - 9.5%	246.01
			117 Community Ctr	280.88
			Cedd - 9.5%	314.81
			City Manager - 9.5%	314.81
			Police Dept	414.93
			117 Community Ctr	433.08
			Forest 40 Ft E/O Lh	527.89
			Fire Dept - 24%	621.49
			Forest & Central Dr	637.76
			17Th St & Laurel	640.29
			550 Central Ave	768.08
			Fire Dept - 24%	795.31
			580 Pine Ave - Loan	1,046.81
			Police Dept - 43%	1,113.51
			Forest & Central Dr	1,235.15
			Police Dept - 43%	1,424.94
			Public Library	1,530.67
			620 Ocean View Pool	2,045.27
		Amazon Capital Serv	Pd Pio Equipment	1,091.41
			Pd Office Supplies	908.56
		American Red Cross	Rec Lifeguard Train	360.00
			Rec Lifegrd Trainin	188.00

Check Register - Summary by Detail - August 2025

Fund	Check Date	Name	Description	Amount
			Rec Cpr Certificate	$ 320.00
		Andrew Lipsig	Reimb Rec Snacks	30.63
		Arcpoint Labs Of Mo	Cmo Pre Employmt	330.00
		Blue Strike Environ	Agreement For Clima	3,164.00
		Bureau Veritas Tech	2025 Fcas - 10 Faci	16,596.21
		Burke, Williams & S	Legal Services	51,450.16
		Chicago Title Compa	Prof Services Fwmn	500.00
		Dell Marketing Lp	Microsoft 365 Licen	21,388.20
		Denise Duffy & Asso	Gw Park Mgmt	2,090.76
			Mnd Crespi Pond	872.50
		Gemma Peterson	Pmt For Yoga Classe	806.40
		Grove Market	Rec Prgm Supplies	38.92
			Rec Camp Supplies	14.36
			Rec Supplies	15.87
			Rec Traing Supplies	24.04
		Hdl Coren & Cone	Fy24/25 Acfr Stat P	795.00
		Monterey County Wee	Cty Cncl Bid Ad	96.00
			Cty Cncl Ph Fee Ad	144.00
			Cty Cncl 2Nd Read A	120.00
			Cty Cncl Salary Ad	120.00
		Monterey Peninsula	Cmo Fitness Assess	60.00
			Cmo Fitness Assess	(60.00)
		Original Watermen,	Rec Uniform Supplie	3,208.88
		Ups	Pd Shipping	79.29
			Pd Shipping	1.72
		Vestis Services, Ll	Pd Linen Services	182.31
		California Peace Of	Pd Cpoa Membership	895.00
		Accent Clean & Swee	Fy 25/26 Street Swe	18,810.00
		Amazon Capital Serv	Pd Office Supplies	58.91
			Pd Training Supplie	147.35
			Pd Office Supplies	584.40
			Lib Alarm Battery	187.34
		American Supply Com	Janitorial Supplies	9,484.33
		Arcpoint Labs Of Mo	Cm Pre Emply Screen	55.00
		At&T	Lh Internet 122.34	122.34
		At&T Calnet 3	Lib Internet 3343	444.65
			Admin Phone 3242	2,131.86
			Pd Data Lines 8120	1,053.09
			Admin Internet 3342	31.58
		Austin Hertel	Reimb Class B Lic	98.00
		Axon Enterprise, In	Pd Wiring Kit Unit	355.06
		Bound Tree Medical,	Pd First Aid Kits	303.38
		Caltronics Business	Rec Konica Copier L	12.91
		Carina Alexander	Wlle Training	318.00
		Carmel Pine Cone	Cty Cncl Bid Notice	87.75
		Centralsquare Techn	Fin Training Servic	1,080.00
		Wm.J. Clark Truckin	Decomposed Granite	6,032.05
			Decomposed Granite	6,032.06
		Comcast	City Hall Tv 003903	14.08
			Ch Internet 0085844	153.24
		Darryl Pang	Pd Polygraphs	750.00
		Fastrak	Fd Benz Toll Fee	8.00
		Fitzgerald Brown	Reimb Pd Vest	250.00
		Forest Hill Ace Har	Rec Supplies	19.64
			Rec Supplies	19.64
		Gachina Landscape M	Park Mowing Service	1,387.00
		Gardaworld	Aug Service Fees	99.29
		Granite Constructio	Streets Stock	472.09
		Granite Rock Compan	Street Stock Suppli	2,345.41
		Grove Market	Rec Camp Supplies	10.58
			Rec Program Supplie	62.89
		Hayward Lumber Comp	Street Supplies	250.52
			B&G Repair Supplies	1,169.26

Check Register - Summary by Detail - August 2025

Fund	Check Date	Name	Description	Amount
		Heihachiro Takarabe	Pmt For Tai Chi Cla	$ 84.00
		Jcg Technologies In	Ams Annual Renewal	12,776.00
		Jd Repairs Inc	Fd Repairs Unit 641	949.81
		Kimball Midwest	Street Repair Unit	42.04
			Mech Stock Supplies	1,072.15
		Secure Solutions	Pd Background Svcs	2,194.35
			Pd Background Svcs	400.00
			Pd Background Svc	2,050.30
		Language Line Servi	Pd Language Svcs	53.45
		Mccleoa	Membership Dues	500.00
		Michael Harvey Truc	Concrete Hauling	1,645.00
		Mission Linen Suppl	Fire Dept Linen Jul	332.12
		Mission Uniform Ser	Linen / Uniform Cle	126.66
			Linen / Uniform Cle	240.88
			Linen / Uniform Cle	516.95
			Linen / Uniform Cle	516.95
			Linen / Uniform Cle	516.95
		Monterey Bay Pest C	Rodent Control For	135.00
			Rodent Control For	175.00
			Rodent Control For	135.00
			Rodent Control For	180.00
			Rodent Control For	180.00
			Rodent Control For	490.00
			Rodent Control For	135.00
			Rodent Control For	175.00
		Monterey One Water	Pw Sewer Trmt	121.98
			Lib Sewer Trmt	121.98
			B&G Sewer Trmt	4,382.92
			Pd Sewer Trmt	853.86
			Museum Sewer Trmt	480.12
			Fd Sewer Trmt	487.92
			Rec Sewer Trmt	731.88
		Odp Business Soluti	Asd Office Supplies	331.84
		O'Reilly Auto Enter	B&G Repair Supplies	533.55
			Pw Repair Supplies	127.27
			Pd Repair Supplies	229.39
			Mech Repair Supplie	101.53
			Sewer Repair Suppli	28.39
		Orlando Perez	Vest Reimbursement	250.00
		Pacific West Water	Cdd Water System	42.85
			Asd Water System	42.85
		P.F. Pettibone & Co	Cty Cncl Office Sup	284.50
		Primo Brands	Pd Water Services	197.83
		Rhomar Industries,	Street Stock Suppli	1,504.08
		Dunnigan Psychologi	Pd Psych Evaluation	650.00
		Same Day Shred	Cmo Shred Services	50.00
		Sir Speedy	Cty Cncl Bus Cards	64.01
			Cdd Bus Cards	93.51
			Pw Bus Cards	93.95
			Pw Bus Cards	192.23
		Sj Permits	Reimb Permit Fees	935.63
		Speakwrite	Pd Transcriptn Svcs	25.78
		Spring City Electri	Street Lamp Parts	8,376.00
		The Monterey County	Cty Cncl Bid Ad	126.40
		Tope'S Tree Service	Contract Tree Servi	21,060.00
		Toro Petroleum Corp	Fd Diesel July	1,899.26
		Underground Service	Ca State Reg Cost	1,041.00
		Ups	Pd Shipping	7.85
		Vestis Services, Ll	Pd Linen Services	182.31
			Pd Linen Services	182.31
			Pd Linen Services	182.31
			Pd Linen Services	182.31
		Via Heart Project	Pd Aed Batteries	1,994.00

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Fund	Check Date	Name	Description	Amount
		Watsonville Ford	Street Repair Unit	$ 991.33
			Pd Repairs Unit 5	344.00
			Mech Repairs Unit 3	610.43
			Streets Repr Unit 1	47.87
		Brian Whitson	Monthly Museum Jani	2,100.00
		Sunnie Picaso	Reimb Per Diem Trai	215.00
	8/21/25	Robert Half	Finance Temp Accoun	6,955.57
		Home Depot Usa Inc.	Library Maintenance	22.00
		Robert Allen Kirvin	Pd Backgrounds	2,625.00
		Blue Star Investiga	Pd Backgrounds	1,600.00
	8/22/25	Pers	Aug 2025 Ual	395,585.00
		Aflac	Ded:5201 Aflac P/T	1,406.89
			Ded:5200 Aflac Prem	727.43
		Calpers Health	Ded:2072 Health	1,109.00
			Ded:129 Health	1,134.79
			Ded:3053 Health Fam	1,446.77
			Ded:116 Health	506.85
			Ded:128 Health Emp	556.45
			Ded:2071 Health	1,462.50
			Ded:126 Health	1,475.23
			Ded:4304 Hlth Retro	64.74
			Ded:111 Health	1,633.65
			Ded:108 Health	1,918.93
			Ded:104 Health	2,027.40
			Ded:112 Health	2,225.80
			Ded:3051 Health Emp	2,225.80
			Ded:103 Health	3,547.95
			Ded:106 Health	3,690.25
			Ded:123 Health	5,673.95
			Ded:124 Health	4,425.69
			Ded:105 Health	7,906.86
			Ded:2073 Health Fam	8,331.00
			Ded:122 Health	11,348.00
		City Of Pacific Gro	Ded:3301 Aflac Med	1,520.72
		Eft	Ded:*Fm Medicare	11,785.80
			Ded:*Sca State Tax	17,837.50
			Ded:*Ft Federal Tx	44,465.63
		Franchise Tax Board	Ded:7502 Wage Garn	1,368.78
		Pacific Grove City	Ded:7000 Assoc Dues	909.50
		Mass Mutual (457 Pl	Ded:3999 Roth Ira	1,323.00
			Ded:4000 Def Comp	11,661.60
		Mtry County Dept Of	Ded:0023 Garnish	463.07
		Pacific Grove Manag	Ded:7203 Assoc Dues	40.00
		City Of Pacific Gro	Ded:1006 Work Comp	55.78
			Ded:1005 Work Comp	1,540.53
			Ded:1010 Work Comp	3,694.55
			Ded:1009 Work Comp	181.68
			Ded:1003 Work Comp	5,716.83
		City Of Pacific Gro	Ded:7510 Pers Reimb	41.15
		City Of Pacific Gro	Ded:2103 Dental Fam	1,559.90
			Ded:2101 Dentaleoee	978.98
			Ded:2102 Dental+1Ee	1,022.08
			Ded:200 Dentaleoer	303.17
		City Of Pacific Gro	Ded:0005 Suta	143.47
		Pers	Ded:2003 Pers Other	173.96
			Ded:2000 Pers Emply	3,784.48
			Ded:2001 Pers	2,193.46
			Ded:15 Pers-Retro	(69.70)
			Ded:0019 Pers Rt Sf	(3.44)
			Ded:0004 Surv Ben	87.42
			Ded:07 Pers City	6,159.52
			Ded:0006 Pers City	6,710.34
			Ded:0017 Pers Rg Sf	7,054.56

Fund	Check Date	Name	Description	Amount
			Ded:0011 Pers Er Sf	$ 7,673.53
			Ded:01 Pers	9,475.28
			Ded:0021 Pers Reg M	15,421.32
			Ded:0020 Pers Er M3	16,116.30
			Ded:0002 Pers	2,821.00
			Ded:0022 Pers Sp Ms	269.78
			Ded:08 Pers Other	345.70
			Ded:0009 Pers Other	481.88
			Ded:0018 Pers Sp Sf	490.75
		Police Officers Ass	Ded:7205 Assoc Dues	652.54
		State Disability Ta	Ded:0026 Sdi	4,984.07
		Transamerica Employ	Ded:5202 Transameri	311.82
		Union Bank Of Calif	Ded:4005 Pars-457	821.34
		Vision Service Plan	Ded:2502 Visioneoee	205.84
			Ded:2504 Vision Fam	228.48
			Ded:2503 Vision+1Ee	228.48
			Ded:300 Visioneoer	66.40
			Ded:300 Visioneoer	(66.40)
			Ded:2502 Visioneoee	(205.84)
			Ded:2504 Vision Fam	(228.48)
			Ded:2503 Vision+1Ee	(228.48)
		Vision Service Plan	Sept 25 Cover Visio	671.78
	8/29/25	California American	643 Hydrants Hydt	45.30
			Mech 5%	49.87
			165 Forest-Museum	62.60
			Central 4 In Fire	62.60
			600 Pine Ave Fire	62.60
			300 Forest Ave	62.60
			2100 Sunset Drive	80.09
			582 Lighthse Irrig	80.09
			765 Lighthse Irrig	81.53
			800 Lighthse Plante	81.53
			792 Lighthse Irrig	81.53
			308 16Th St.	81.53
			748 Lighthse Irrg	81.53
			840 Lighthse Plante	81.53
			850 Lighthse Plante	81.53
			882 Lighthse Plante	81.53
			106 7Th St Park	81.53
			304 16Th St Fire	99.98
			B & G 15%	149.60
			611 Central Ave	163.11
			Sunset-Corpyard18%	179.52
			300 Forest Irrig	186.44
			139 Grand Ave	212.10
			585 Laurel	215.32
			130 Lighthouse Irri	219.17
			600 Pine	316.02
			165 Forest Ave Fir	358.92
			300 Forest Fire-50%	419.67
			300 Forest Fire-50%	419.67
			St Fund 50%	498.67
			300 Forest Ave	507.29
			100 Oceanvw Irrig	516.30
			196 Oceanvw Irrig	516.30
			515 Junipero	588.06
			580 Pine	626.95
			304 16Th St Bdom-Fr	883.66
			610 Oceanvw Irrigpk	1,088.26
			550 Central	1,203.28
			1051 Oceanview Irrg	1,308.68
			707 Oceanview-Naiad	1,471.07
			620 Oceanview/Bath	1,571.06

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Fund	Check Date	Name	Description	Amount
			1025 Morse-Platt Pk	$ 1,571.60
			711 Oceanview Irrg	2,108.24
			616 Oceanvw-Swim Pl	2,249.25
			863 Oceanview Irrg	2,277.21
			930 Sinex	2,411.45
			114 Caledonia Pk	2,427.60
			980 Piedmont Ball P	3,120.35
			230 17-Mile Drive	3,338.40
			616 Oceanview Irrg	3,539.34
			150 Forest-Jewell P	5,179.08
			391 Oceanvw-Berwick	8,939.27
		Drought Resistant N	Landscape Supplies	22.78
			Landscape Supplies	80.30
		Imperial County Off	Mrc Fy25 Apr-June Q	1,676.76
		Odp Business Soluti	Cdd Office Supplies	44.13
			Cdd Office Supplies	119.27
		Scholastic Inc.	Cmo Shred Svcs	50.00
		4Leaf	Building Dept Servi	5,236.70
		Admir Varajic	Rfnd Permit Fees	210.00
		Amazon Capital Serv	B&G Small Tools	211.93
			Pd Books Supplies	106.75
			Pd Office Supplies	122.29
			Cem Small Tools	91.66
			Pw Office Supplies	102.07
			Pd Office Supplies	17.29
			Pw Office Supplies	21.66
			Cdd Office Supplies	13.07
			Pd Office Supplies	22.94
			Pd Patrol Equipment	406.38
		At&T	Admin Phone 2539	31.54
			Rec Phone 0960	31.54
		At&T Calnet 3	Admin Internet 3342	31.16
			Ch Genrtr Alarm 325	31.71
		Baker & Taylor Comp	Books & Materials /	127.14
		Boot Barn Inc	Streets Safety Boot	247.10
			B&G Safety Boots	446.50
		Bound Tree Medical,	Pd Office Supplies	402.52
		Burke, Williams & S	City Atty Services	51,408.35
		Catherine Delbiaggi	Per Diem Training	318.00
		Centralsquare Techn	Finance Software Fy	5,211.10
		Chicago Title Compa	Escrow 525400689	118.00
		Christinea Monson	Rfnd Permit Fees	286.00
		Comcast	Pd Internet 0387836	151.24
			Pw Internet 0194117	228.74
			Pw Internet 0389527	106.24
			Rec Internet 021497	99.21
		County Of Monterey	Ceqa Noe Gw Park Ad	50.00
		Salinas Valley Tire	Pw Repair Unit Load	482.72
		Coast Counties Glas	Lib Glass Repair	487.00
		Demco Inc	Lib Office Supplies	168.78
		Doctors On Duty Med	Dmv Physical	150.00
		Dudek	Dudek Corp - 209 Ca	2,465.00
		Engineered Fire Sys	Fd Plan Review July	1,012.50
		Ewing Irrigation Pr	Irrigation Supplies	1,637.37
		Ferguson Enterprise	B&G Repair Supplies	657.37
			Fd Repair Supplies	358.52
		Field Of Dreams Des	B&G Crew Hats	283.37
			Streets Crew Hats	141.68
		Forest Hill Ace Har	Rec Supplies Balanc	63.37
		Gosby House Inn	Pd Storage Hearing	246.00
		Granite Constructio	Street Supplies	472.71
		C.C.O.I. Gate & Fen	B&G Gate Maintenanc	180.00
		Hdl Coren & Cone	July Fee Study	2,100.00

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Fund	Check Date	Name	Description	Amount
		Kevin Shum	Per Diem Training	$ 93.00
		Knowbe4, Inc	Security Software	4,441.50
		Liebert Cassidy Whi	Cty Atty Legal Svcs	2,619.00
			Cmo Legal Services	970.00
			Cmo Legal Services	388.00
			Cmo Legal Services	533.50
		Locc - Monterey Bay	Mb Division Meeting	200.00
		Monterey Bay Pest C	Rodent Control For	490.00
		Monterey County Dis	Dui Rev Contributio	1,044.23
		Monterey County Wee	Cdd Ph-115 Forest A	288.00
			Bid Notice Amend	96.00
		Quadient Finance Us	Postage	1,054.36
		Odp Business Soluti	Cdd Office Supplies	52.50
			Cdd Office Supplies	83.73
			Cdd Office Supplies	51.76
			Cdd Office Supplies	69.94
			Finance Chair	185.17
			Finance Office Chai	146.90
			Cdd Office Credit	(37.86)
			Cdd Office Supplies	21.84
			Cdd Office Supplies	6.54
			Cdd Office Supp Cre	(62.50)
			Cdd Office Supplies	31.67
			Cdd Office Supplies	25.68
		Pacific Gas & Elect	Rec Electric 4030-4	547.44
			Pw Admin Elec 5508-	1,662.46
		Pacific Products &	Street Supplies	609.67
		Pacific Smog Do Not	B&G Repairs Unit 51	(43.75)
			B&G Repairs Unit 51	43.75
		Page & Turnbull	Ch Hall Fed Registe	3,841.25
		Potter'S Electronic	B&G Clubhouse Suppl	10.90
			Ch Generator Repair	65.53
		Pure Water	Pw Water Svc Aug	29.20
			Mech Water Svc Aug	29.20
			B&G Water Svc Aug	29.20
			Street Water Svc Au	29.20
		Primo Brands	Rec Water Services	138.23
			Fd Water Services	245.31
		Rincon Consultants,	Rincon - Housing El	18,349.29
		Rydin Decal	Res Parking Permits	430.88
		Sentry Alarm System	Gc Alarm Maint	250.00
			Ch Fire Alarm Svc	250.00
			Ch Generator Svc Ca	250.00
		Sunnie Picaso	Per Diem Training	385.00
		Taylor Van Rossum	Pd Vehicle Release	246.00
		Trucksis Enterprise	Pd Bus Cards	54.60
			Pd Us Flags	370.39
		Ups	Ups Shipping	50.00
		Vestis Services, Ll	Pd Linen Services	182.31
			Pd Linen Services	182.31
		Vivian L. Valero	Per Diem Training	318.00
		Watsonville Chrysle	Pd Repairs Unit 7	230.91
			Pd Repairs Unit 7	95.70
		Wells Fargo Vendor	Konica Lease Fy25/2	169.21
			Konica Lease Fy25/2	195.01
			Konica Lease Fy25/2	216.78
			Konica Lease Fy25/2	216.80
			Konica Lease Fy25/2	216.80
			Konica Lease Fy25/2	216.80
			Konica Lease Fy25/2	232.67
		Brian Whitson	Ch Cleaning	380.00
			Ch Cleaning	380.00
		Pacific Smog	B&G Smog Unit 51	43.75

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Fund	Check Date	Name	Description	Amount
		Monterey Sports Cen	Cmo Fitness Assesmt	$ 60.00
06 - State Franchise Peg		Access Media Produc	Amp Contract Renewa	13,000.00
			Amp Contract Renewa	13,000.00
Museum Improvement I		Prime Flooring Co	Pacific Grove Museu	21,307.00
- Hospitality Imprvmt D	8/5/25	See Monterey	Mctid Apr-June 2025	61,389.54
		Pacific Grove Chamb	Hid Apr-June 2025	32,131.54
11 - Library Book Fund	8/15/25	Amazon Capital Serv	Lib Books & Materia	132.24
			Lib Books & Materia	7.64
			Lib Books & Materia	8.73
		Midwest Tape	Lib Books & Materia	158.79
			Lib Books & Materia	80.83
		Overdrive, Inc.	Lib Books & Materia	3,500.00
			Lib Books & Materia	2.99
			Lib Books & Materia	11.96
			Lib Books & Materia	23.92
	8/29/25	Amazon Capital Serv	Lib Books & Materia	100.58
			Lib Books & Materia	72.50
			Lib Books & Materia	17.69
			Lib Books & Materia	284.35
		Baker & Taylor Comp	Books & Materials /	1,435.46
		Midwest Tape	Lib Books & Materia	38.23
			Lib Books & Materia	258.87
' - Local Streets And Roa	8/15/25	Neill Engineers Cor	David Avenue Street	5,566.50
			David Avenue Street	10,042.50
			David Avenue Street	20,316.00
18 - Gas Tax Fund	8/5/25	Us Bank	D Gho Cadfta Maint	746.12
			D Gho Process Fee	17.16
	8/15/25	Pacific Gas & Elect	Forest Av Sunset Av	57.80
			Forest Ave Sunset A	51.87
			Forest Av Sunset Av	22.34
			Forest Ave Sunset A	23.54
			19Th & Sunset Dr.	15.52
		Caltrans	Signal Svc Apr-June	2,641.77
		Highco Builders	Sidewalk Dev Projec	23,841.00
	8/22/25	Pers	Aug 2025 Ual	2,373.42
	8/29/25	California American	Cem 4%	39.88
		Bear Electrical Sol	May Trffc Sign Main	250.00
		4Leaf	Fy 25/26 On-Call Tr	4,640.00
		Bear Electrical Sol	Jul Signal Maintena	250.00
		Pacific Gas & Elect	Pw Electric 4482-4	9,066.05
1 - Stillwell Children'S Po	8/15/25	American Supply Com	Pool Supplies	1,280.19
	8/29/25	Peninsula Pool Serv	Pool Supplies	75.35
- Recreation Donation Fu	8/21/25	Home Depot Usa Inc.	Rec Refrigerator	862.57
- Lighthouse Maint.& Im	8/5/25	Pacific Grove Hardw	Lh Repair Supplies	49.36
	8/15/25	Pacific Gas & Elect	Asilomar Blvd Pg Lh	142.94
			Asilomar Blvd Pg Lh	66.59
		Monterey One Water	Lh Sewer Trmt	121.98
		Ziga Media Llc	Lh Merchandise	940.00
	8/29/25	California American	90 Asilomar	170.28
		At&T Calnet 3	Lh Phone 3247	31.23
		Escarraga'S Luxury	Lh Cleaning	480.00
		Jennifer Langford	Lh Office Supplies	24.76
34 - Cdbg Grant Fund	8/28/25	Old Republic Title	Cdbg Loan 201202500	199,000.00
) - Poetry Promotion Fur	8/5/25	Us Bank	R Gaither Cancel Cr	(515.00)
		Us Bank	R Gaither Poetry Pr	140.17
	8/15/25	Hearfelt Creations	Lib Poetry Promotio	600.00
		Monterey One Water	Poetry Sewer Trmt	177.66
		Vali Marie Francis	Poetry Promo Sept	220.00
	8/29/25	Vali Marie Francis	Poetry Promotion	220.00
42 - Pub Safety Aug Func		County Of Monterey	Emergncy Dispatch	3,009.00
43 - Slesf Fund		Ca Dept Of Justice	Pd Livescans	592.00
- Capital Improv Proj Fu	8/15/25	Neill Engineers Cor	Streets Sidewalk Im	14,541.00
			Streets Sidewalk Im	12,134.50

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Fund	Check Date	Name	Description	Amount
	8/21/25	City Of Monterey	Cip Prescott Ave Si	$ 113,101.66
	8/29/25	Green Valley Landsc	Monarch Butterfly S	18,765.42
		The Monterey County	Cip Legal Ads	421.98
70 - Emp Benefit Fund	8/8/25	Calpers Health	Aug2025 Ret & Chang	13,033.73
		Standard Insurance	Aug 2025 Premiums	3,084.90
			July 2025 Premiums	3,087.61
		Standard Insurance	July 2025 Dental	7,878.40
	8/15/25	Claremont Behaviora	Eap Aug Services	648.15
	8/22/25	Custom Equipment Co	Sept 2025 Life Prem	(3,086.79)
			Sept 2025 Life Prem	3,086.79
		Standard Insurance	Aug 2025 Dental	8,042.60
		Standard Insurance	Sept 2025 Life Prem	3,086.79
		Employment Developm	Ui Claim Pe 6.30.20	1,458.24
	8/29/25	Pars	Ars Pars June Fees	371.05
71 - Workers Comp Func	8/22/25	Pers	Aug 2025 Ual	1,000.83
72 - Liability Ins Fund	8/15/25	California Jpia	Pollution Liab Insu	5,445.00
	8/22/25	Pers	Aug 2025 Ual	890.00
74 - Local Water Project	8/5/25	Pacific Gas & Elect	Lwp Elec 0792-1	14,254.57
	8/15/25	Monterey One Water	Lwp Sewer Trmt	22,739.39
	8/29/25	California American	1313 Ocean View Blv	2,701.54
		Perc Water Corporat	Lwp O&M July Fy 26	50,682.50
75 - Cemetery Fund	8/5/25	Hayward Lumber Comp	Cemetery Supplies	71.06
		Pacific Grove Hardw	Cem Supplies	221.68
	8/15/25	Pacific Gas & Elect	Crest & Ripple	12.32
			Cemetery - 1%	33.14
			Cemetery	35.37
			Cemetery - 1%	25.90
		Hayward Lumber Comp	Cem Supplies	71.06
		Mission Uniform Ser	Linen / Uniform Cle	516.96
		O'Reilly Auto Enter	Cem Repair Supplies	119.74
	8/22/25	Pers	Aug 2025 Ual	4,105.92
	8/29/25	California American	1254 Delmontecem70%	607.31
			Sewer 8%	79.79
		Llorin-Velasquez Co	Fy 25/26 Cemetery J	2,700.00
			Fy 25/26 Cemetery A	2,700.00
76 - Sewer Fund	8/5/25	Pacific Gas & Elect	Pw Sewer True Up Ch	36,465.36
			Pw Sewer Elec 4175-	55.02
	8/15/25	Pacific Gas & Elect	Eardley Pump #1	173.56
			17Th & Ocnvw	84.42
			Pump Sunset Arena	203.08
			Pump 17Th & Ocnvw	204.06
			471 Ocean View Bl.	299.96
			O V 9Th Pump #2	954.41
			Pump Sunset Arena	434.00
			360 Ocean View Blvd	461.27
			Pump Station	25.49
			520 Ocean View Blvd	23.17
			Pump Russell Svc Ct	16.40
			1996 Sunset Dr.	68.94
			Eardley Pump #1	74.46
			Pump Russell Svc Ct	57.81
			471 Ocean View Bl.	142.92
			Oceanview Blvd & 8T	7.92
			Pump Sunset Arena	13.58
			1996 Sunset Dr.	22.02
			520 Ocean View Blvd	6.49
		California Marine S	Coral St Testing	276.80
		Monterey One Water	Fog / Storm Water P	31,237.29
		Wallace Group	Ssmp Annual Audit	366.26
			Ssmp Annual Audit	2,556.95
			Ssmp Annual Audit	5,457.50
			Scsmp 1, 6, 9 Cip24	10,411.08
		Mission Uniform Ser	Linen / Uniform Cle	516.95

Check Register - Summary by Detail - August 2025

Fund	Check Date	Name	Description		Amount
	8/21/25	Cal Oes	Fema De-Obligated P	$	11,748.00
	8/22/25	Pers	Aug 2025 Ual		12,774.67
	8/29/25	California American	1273 Crespi Pond 50		119.82
			100 Oceanvw Irrig		81.53
			263 Grove Acres		5,169.44
		Monterey One Water	Grease Storm Wtr Pr		2,305.66
			Lift Station Mainte		38,645.88
			Annual Mrswp 24/25		19,161.30
		Wallace Group	Scsmp 1, 6, 9 Cip24		5,923.41
		At&T	Pw Sewer Phone 0576		31.54
			Pw Sewer Phone 1261		31.54
			Pw Sewer Phone 1395		31.54
			Pw Sewer Phone 2931		31.54
		Boot Barn Inc	Sewer Safety Boots		247.10
		Capital One Public	Wastewater Interest		8,436.30
			Wastewater Principa		36,345.46
		Field Of Dreams Des	Sewer Crew Hats		141.68
		Pure Water	Sewer Water Svc Aug		29.20
		The Monterey County	Cip23-06 Legal Ads		137.58
77 - Golf Fund	8/15/25	Pacific Gas & Elect	1313 Ocean View Blv		100.87
			1313 Ocean View Blv		44.41
	8/29/25	California American	77 Asilomar Golf Hs		2,536.27
			1273 Crespi Pond 50		119.83
			1254 Delmontegolf30		260.27
			77 Asilomar Fire Sv		99.98
Grand Total				$	2,447,512.29

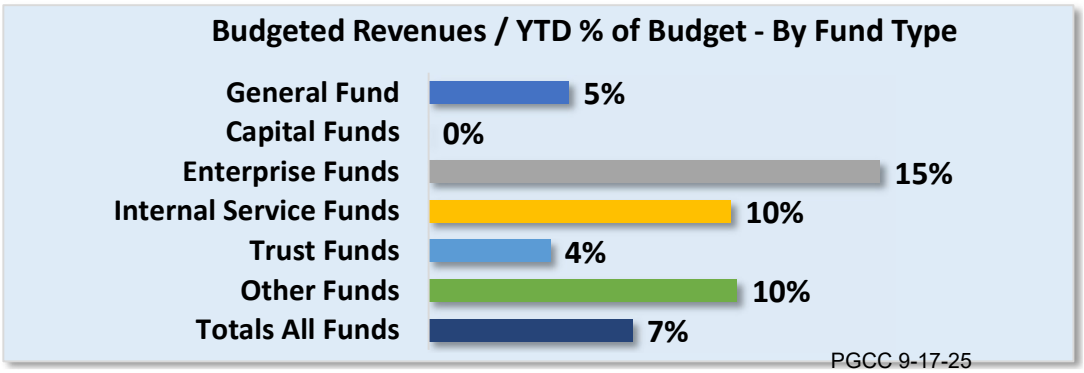
Check Register Report - Summary by Fund - August 2025

Fund		Amount
01 - General Fund Total	$	1,388,306.91
06 - State Franchise Peg Total		26,000.00
08 - Museum Improvement Fund Total		21,307.00
10 - Hospitality Imprvmt Dist. Total		93,521.08
11 - Library Book Fund Total		6,134.78
17 - Local Streets And Roads Total		35,925.00
18 - Gas Tax Fund Total		44,036.47
24 - Stillwell Children'S Pool Total		1,355.54
25 - Recreation Donation Fund Total		862.57
27 - Lighthouse Maint.& Impv. Total		2,027.14
34 - Cdbg Grant Fund Total		199,000.00
40 - Poetry Promotion Fund Total		842.83
42 - Pub Safety Aug Fund Total		3,009.00
43 - Slesf Fund Total		592.00
63 - Capital Improv Proj Fund Total		158,964.56
70 - Emp Benefit Fund Total		40,691.47
71 - Workers Comp Fund Total		1,000.83
72 - Liability Ins Fund Total		6,335.00
74 - Local Water Project Total		90,378.00
75 - Cemetery Fund Total		11,300.25
76 - Sewer Fund Total		232,010.36
77 - Golf Fund Total		3,161.63
Grand Total	$	2,366,762.42

Revenues by Fund - FY 2025-26 (Unaudited)
Through August 2025

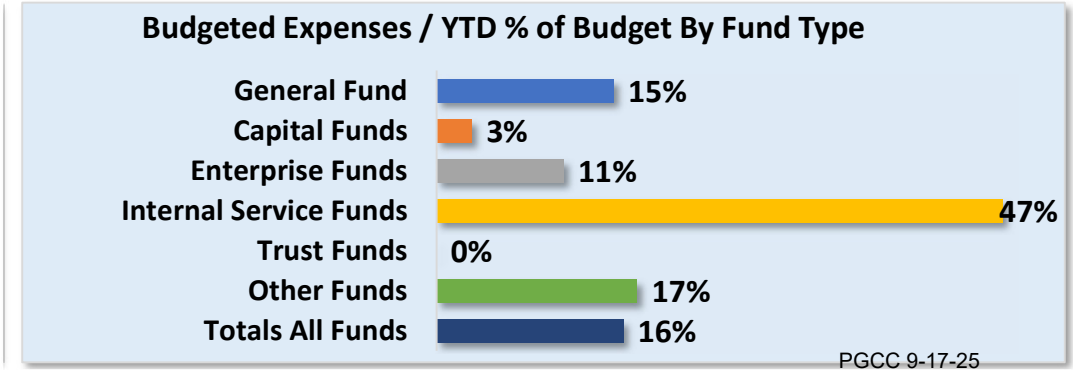
Fund	Revenues				Working Capital	
	Revised Budget	YTD	YTD % of Budget	Prior YTD	Projected Change for Fiscal Year	Projected Ending Reserves *
Main Fund - Fund 01	$ 32,729,400	$ 1,543,750	5%	$ 924,515	$ (1,969,722)	$ 13,251,660
Other Funds Included	1,027,610	-	0%	6,842	(110,640)	66,911
General Fund	**33,757,010**	**1,543,750**	**5%**	**931,357**	**(2,080,362)**	**13,318,571**
Capital Projects	$ 506,682	$ -	0%	$ -	(143,318)	2,175,613
Capital Funds	**506,682**	**-**	**0%**	**-**	**(143,318)**	**2,175,613**
Local Water Project	1,288,746	208,325	16%	194,146	263,641	(62,717)
Cemetery	580,902	64,589	11%	109,217	(267,207)	784,500
Sewer	4,099,809	662,402	16%	-	154,540	9,451,305
Golf	956,538	81,465	9%	49,082	(70,144)	902,000
Sewer Lateral Loans	3,908	-	0%	-	3,908	185,313
Enterprise Funds	**6,929,903**	**1,016,781**	**15%**	**352,445**	**84,738**	**11,260,401**
Employee Benefit	316,299	22,174	7%	18,223	3,599	67,759
Worker's Compensation	925,299	166,383	18%	62,330	8,351	217,926
Liability Insurance	753,944	7,690	1%	-	(128,223)	921,983
Internal Service Funds	**1,995,542**	**196,247**	**10%**	**80,553**	**(116,273)**	**1,207,668**
Library	13,141	-	0%	-	13,141	627,629
Cemetery	121,734	5,665	5%	11,463	121,734	2,476,436
Yount	8,000	-	0%	-	-	805,179
Trust Funds	**142,875**	**5,665**	**4%**	**11,463**	**134,875**	**3,909,244**
Library / Poetry	101,677	40,080	39%	46,627	14,277	332,843
Museum	8,073	-	0%	-	8,073	310,745
Public Safety	821,890	48,380	6%	-	(120,319)	404,779
Housing	48,956	9,290	19%	532	(107,927)	919,471
Streets	1,619,540	187,302	12%	39,584	(289,743)	1,304,923
Lighthouse	126,917	19,521	15%	23,164	(4,991)	225,791
Community Development/CDBG	41,957	2,464	6%	516	(241,444)	1,206,669
ARPA	-	-	0%	-	-	92,996
Downtown/Hospitality Districts	561,700	22,197	4%	28,455	-	57,737
Cable Franchise / Other	62,750	11,403	18%	66,919	(105,253)	156,473
Other Funds	**3,393,460**	**340,637**	**10%**	**205,797**	**(847,327)**	**5,012,427**
Totals All Funds	**$ 46,725,472**	**$ 3,103,080**	**7%**	**$ 1,581,615**	**$ (2,967,667)**	**$ 36,883,924**

* Excludes Proposed Adjustments and Rollovers



Expenses by Fund - FY 2025-26 (Unaudited)
Through August 2025

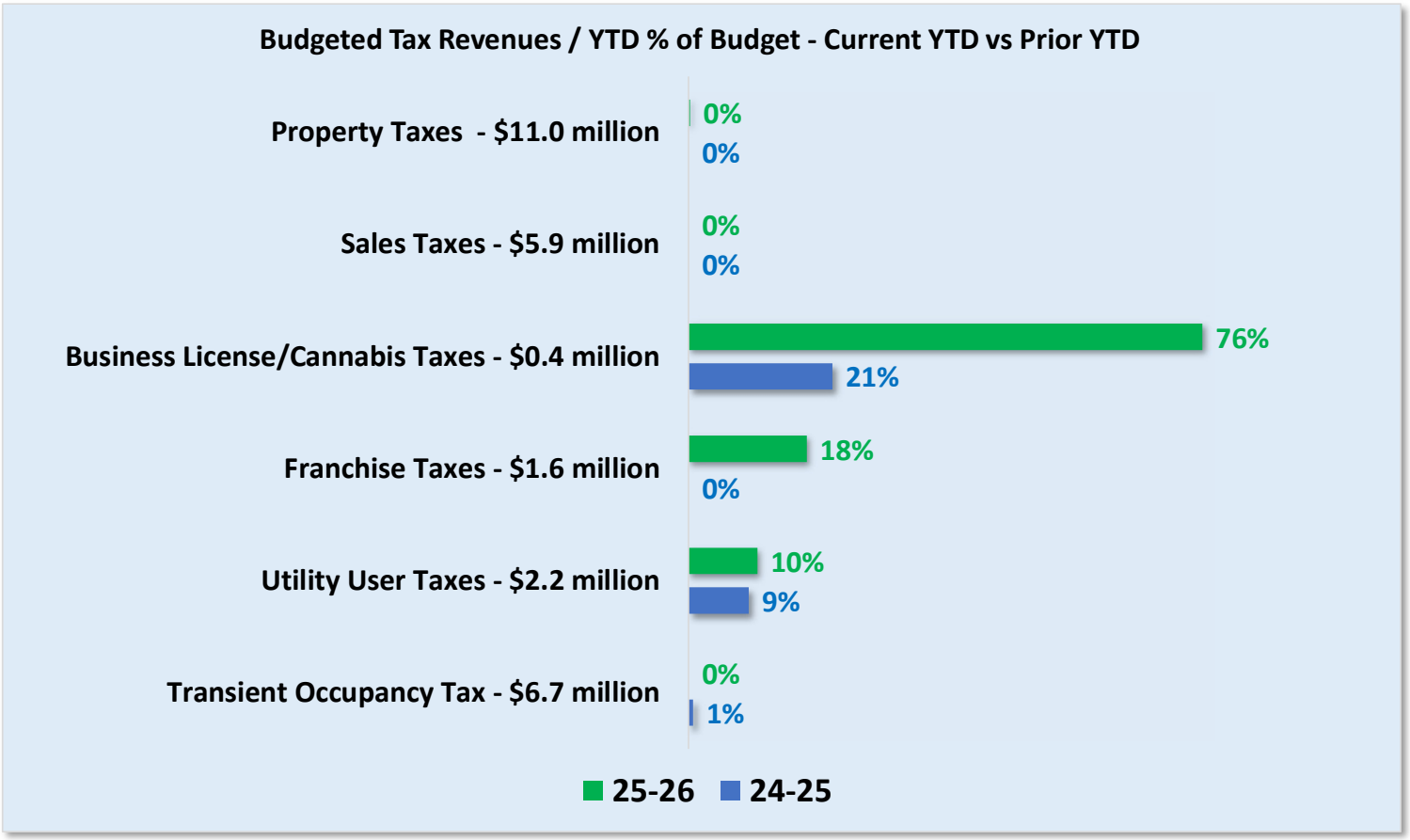
Fund	Expenses					
	Revised Budget	YTD	YTD % of Projected	Purchase Orders	YTD % with POs	Prior YTD
Main Fund - Fund 01	$ 34,699,122	$ 5,308,747	15%	$ 2,296,883	22%	$ 4,577,774
Other Funds Included	1,138,250	(6,073)	-1%	-	-1%	10,807
General Fund	**35,837,372**	**5,302,674**	**15%**	**2,296,883**	**21%**	**4,588,581**
Capital Projects	$ 650,000	$ 19,187	3%	$ -	3%	$ -
Capital Funds	**650,000**	**19,187**	**3%**	**-**	**3%**	**-**
Local Water Project	1,025,105	93,890	9%	449,317	53%	194,614
Cemetery	848,109	107,821	13%	31,583	16%	79,172
Sewer	3,945,269	229,361	6%	1,663,977	48%	191,257
Golf	1,026,682	296,097	29%	29,150	32%	139,117
Sewer Lateral Loans	-	-	0%	-	0%	-
Enterprise Funds	**6,845,165**	**727,169**	**11%**	**2,174,027**	**42%**	**604,160**
Employee Benefit	312,700	53,947	17%	-	17%	106,277
Worker's Compensation	916,948	360,223	39%	-	39%	386,245
Liability Insurance	882,167	583,775	66%	5,446	67%	566,291
Internal Service Funds	**2,111,815**	**997,945**	**47%**	**5,446**	**48%**	**1,058,813**
Library	-	-	0%	-	0%	-
Cemetery	-	-	0%	-	0%	-
Yount	8,000	-	0%	-	0%	-
Trust Funds	**8,000**	**-**	**0%**	**-**	**0%**	**-**
Library / Poetry	87,400	10,430	12%	18,264	33%	3,050
Museum	-	21,307	200%	-	200%	-
Public Safety	942,209	186,711	20%	347,851	57%	156,439
Housing	156,883	13,935	9%	-	9%	19,190
Streets	1,909,283	69,911	4%	65,360	7%	29,326
Lighthouse	131,908	14,502	11%	-	11%	14,900
Community Development/CDBG	283,401	394,408	139%	39,000	153%	1,064
ARPA	-	-	0%	-	0%	-
Downtown/Hospitality Districts	561,700	-	0%	-	0%	-
Cable Franchise / Other	168,003	-	0%	-	0%	15
Other Funds	**4,240,787**	**711,204**	**17%**	**470,475**	**28%**	**223,984**
Totals All Funds	**$ 49,693,139**	**$ 7,758,179**	**16%**	**$ 4,946,831**	**26%**	**$ 6,475,538**



General Fund Revenues - FY 2025-26 (Unaudited)
Through August 2025

Revenue Account	Revised Budget	YTD Revenues	YTD % of Budget	Year End Projection	Prior YTD Revenues	Prior YTD % of PY Budget
Property Taxes	$ 11,022,700	$ 22,577	0%	11,022,700	-	0%
Sales Taxes	5,945,600	-	0%	5,945,600	-	0%
Business License/Cannabis Taxes	416,000	317,352	76%	416,000	148,896	21%
Franchise Taxes	1,603,400	281,154	18%	1,603,400	-	0%
Utility User Taxes	2,183,500	223,149	10%	2,183,500	188,639	9%
Transient Occupancy Tax	6,713,700	-	0%	6,713,700	43,517	1%
Litter Abatement	210,000	52,731	25%	210,000	-	0%
Construction Permits	932,200	223,929	24%	932,200	145,912	12%
Zoning Enforcement	206,000	72,456	35%	206,000	22,982	11%
Plan Check Fees	606,700	110,028	18%	606,700	111,084	22%
Parking Meters	351,200	2,392	1%	351,200	77,542	23%
Water Entitlements	287,600	-	0%	287,600	115,526	20%
Interest Earned	350,000	-	0%	350,000	-	0%
Investment Market Value Gain/Loss	-	-	0%	-	(129,332)	-37%
Indirect Cost Reimbursement	578,600	-	0%	578,600	-	0%
Total Major Revenues	**31,407,200**	**1,305,768**	**4%**	**31,407,200**	**724,766**	**2%**
Total General Fund Revenues	**33,757,010**	**1,543,750**	**5%**	**33,758,000**	**924,519**	**3%**

FY 2023-24 Tax Revenues	Property Taxes	Sales Taxes	BL/Other	Franchise	Hotel Taxes	Utility
	10,135,764	5,975,031	697,772	1,635,968	6,730,240	2,118,068



CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Kimberly Shehorn, Accountant

MEETING DATE: September 17, 2025

SUBJECT: Fourth Quarter FY 24/25 Capital Project Report & Update

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

RECOMMENDATION

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

DISCUSSION

The attached file provides information on the Adopted and Amended Budgets for each capital improvement project, as well as expenditures. The Project Budget column references projects that were approved in the prior fiscal years but were not completed by June 30, 2025, as well as new project budget adjustments that have been approved by the City Council. The status column references the current phase of the project, as of June 30, 2025.

Out of the 38 Capital Improvement Plan projects, 23 have been successfully completed as of the 4th quarter. An additional 10 projects are currently in the "Construction/Work in Progress Phase" and are showing significant progress.

As of June 30, 2025, approximately 94% of the General CIP Fund Projects are expensed through the end of the Fourth Quarter FY 24/25.

While the financial report shows that 73% of the total collective CIP budgeted funds have been expended, this figure does not fully reflect the true progress of the CIP program or the individual projects. This expenditure figure is influenced by a few large-scale multi-year projects. Despite significant progress, these multi-year projects are more complex due to their scale, with expenditures expected to ramp up over time as engineering and design phases advance and construction commences.

OPTIONS

N/A - This is informational only.

FINANCIAL IMPACT:

There is no financial impact associated with receiving this report.

FOCUSED PRIORITY AREA: Not Applicable.

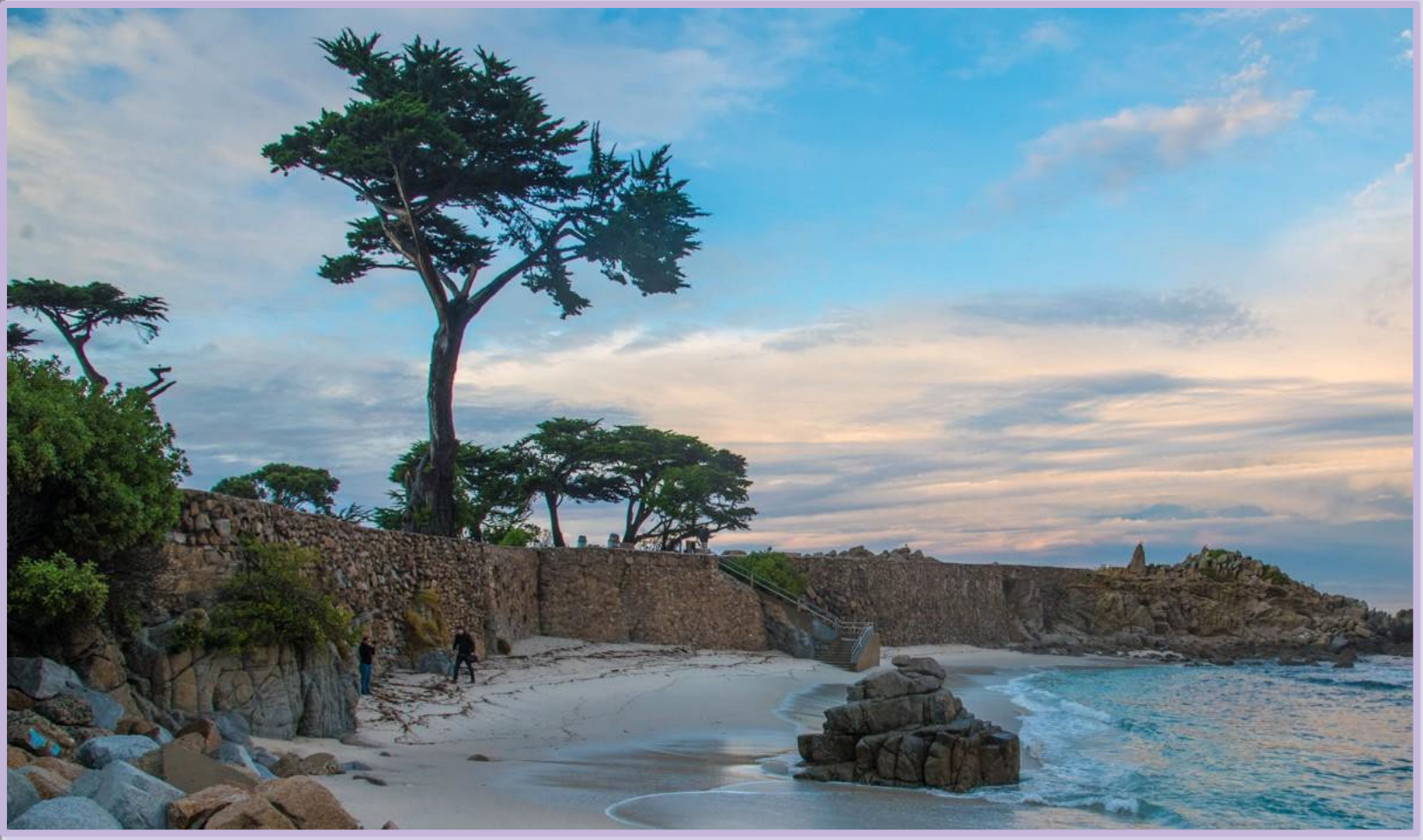
Attachments

Q4 CIP Full

City of Pacific Grove
California

Interim Capital Projects Report

For the Fiscal Year Ended June 30, 2025



City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
www.cityofpacificgrove.org

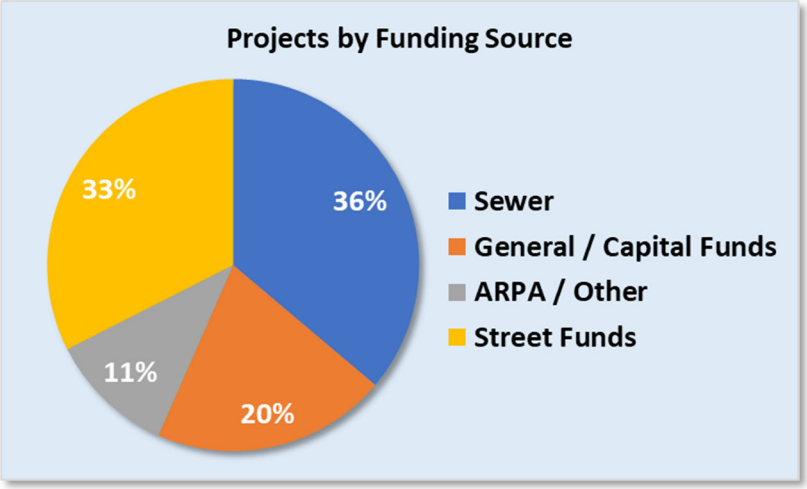
City of Pacific Grove – Capital Project Overview

Fiscal Year 2024-25 Total - $12 million (With PY Carryovers)

The City's capital improvement plan (CIP) is an integral part of the City's annual budget process. The CIP serves as a public relations and economic development tool and focuses on preserving infrastructure while ensuring efficient use of public funds. Council Policy 400-6 defines a Capital Improvement or asset as buildings, machinery, or equipment, with an original cost more than $5,000 and a useful life of three years or more. Items listed within this section reference capital projects that are related to facilities, streets, and infrastructure.

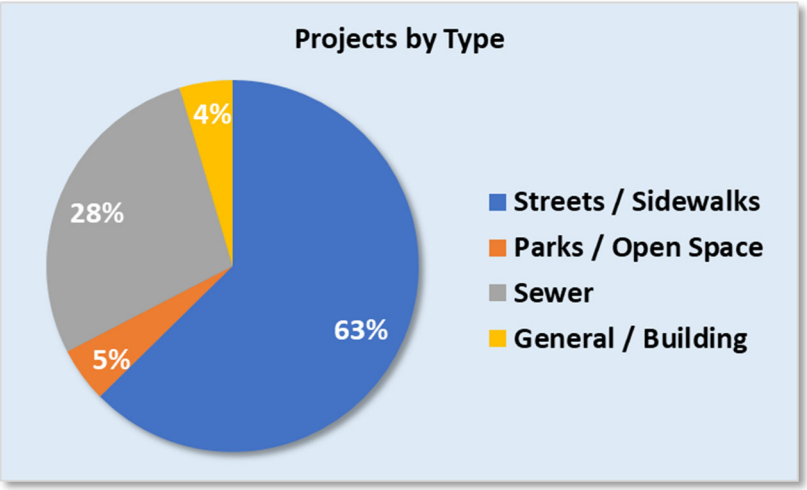
The City prepares a capital improvement plan to assist with the resiliency of public assets. This includes the following objectives:

- Capital projects / equipment purchases
- An implementation schedule
- Options for project financing
- Links to Council's strategic initiatives
- Budgetary information
- Project justification



As part of the annual budget process, City departments submit project requests to the Public Works Department. Projects are identified based on input received from the community, the Mayor and City Council, as well as City staff. The Staff identifies projects that are based on critical needs, including those due to safety issues or to comply with new mandates. Each project proposal is reviewed from a variety of approaches and is prioritized based on the following criteria:

- Greatest need
  (e.g. mandates and public safety)
- Meeting Council's Priority Areas
- Consequences of delay
  (ex: potential to incur increased costs, asset preservation)
- Readiness
- Opportunities to accomplish multiple goals or align timing with another project(s)
- Availability of funding (ex: grants)



Under the direction of the City Manager, the Public Works and Finance Departments reviewed the proposed projects and prepared the CIP for submittal to the Mayor and City Council. The proposed CIP is then presented, discussed, and acted upon by the City Council in public sessions during the budget hearings.

City of Pacific Grove

Capital Project (CIP) Descriptions

Project Carryovers from Prior Fiscal Years

General Building Improvements

Point Pinos Coastal Trail (CIP 18-46)
This project involves constructing a 5-foot-wide decomposed granite pedestrian coastal trail seaward of Ocean View Blvd. along Point Pinos.



Point Pinos Lighthouse Roof Repair (CIP 23-05)
This project would allow for the installation of a new roof at the historic Point Pinos Lighthouse.

Museum Mezzanine Upgrades (CIP 23-07)
This project will improve the staircase and mezzanine at the Pacific Grove Museum of Natural History and bring the structure into compliance with current standards including rail spacing and heights.

Museum Basement Moisture Control (CIP 23-08)
This project will aim to address the moisture control issues via improvements to the sump pump and exploring methods for preventing moisture from seeping through the east side wall of the building.

Fire Station Roof Repair (CIP 23-10)
This project will repair portions of the fire station roof, adjacent to the apparatus bay and eastern stair well.

Fire Dept. Bathroom & Shower Remodel (CIP 23-12)
This project will provide separation in the dorm side bathroom for male and female facilities; additionally, the project would entail replacement of appliances that are over twenty years old and are extremely worn.

Sewer System Improvements

Phase 9 Sewer Improvements (CIP 22-03)
This project will allow the City to make vital sewer infrastructure improvements. Segments for repair were identified based on videoing of the lines and maintenance logs. Original repair locations Included: Bently, Railroad Way, Areas between Sunset Ave and Asilomar Ave by Forest Ave and Del Monte Park.

Pump Station Replacement (CIP 23-06)
This project would allow for a full replacement of lift station 15.5, located at Crespi Pond. Per the 2021 Pump Station Condition Assessment, lift station 15.5 is in the worst condition of the City's seven lift stations.

Priority Stormwater Repair Project on Syida Drive (24-03)
The 12" corrugated steel stormwater pipe has deteriorated and resulted in several large sinkholes throughout the pipe segment that runs along the property line of 4 properties (Benito Court to Syida Dr). The scope of work includes installation of a fiberglass lining and installation of three stormwater access points.

Sewer Collection System Master Plan Projects 1 ,6 & 9 (CIP 24-04)

The Sewer Collection System Master Plan (SCSMP) identifies CIP projects and necessary upgrades to the collection system. Over the years the City has completed 6 of the 9 SCSMP near term CIP Projects. This multi-year project will allow the City to commence the remaining three (3) near term projects 1, 6 & 9.

Project Carryovers from Prior Fiscal Years (Continued)

Park, Open Space Improvements

Backstop Replacement Municipal Ball Park (CIP 22-13)
This project would facilitate a full replacement of the backstop at the Municipal Ball Park located at 230 17 Mile Drive. The existing backstop has significantly deteriorated and needs replacement.

Recreation Board's Park Inventory (CIP 23-22)
The Planning Commission supports the Recreation Board's inventory of improvements to park facilities. This project will allow for the implementation of some of the improvements noted in the park inventory.

Street, Sidewalk Improvements

Cedar, Sunset, & Congress Intersection (CIP23-03)
This multi-year project would allow for the design, permitting, environmental review, and construction of safety and multi-modal improvements at the Cedar, Sunset, and Congress intersection. This project was identified via the Highway 68 Corridor Study conducted in conjunction with the Transportation Agency of Monterey County (TAMC).



David Ave Street Rehabilitation (CIP 23-04)
This project will address David Ave from Divisadero Avenue to Forest Avenue. This segment of roadway is currently in "poor " condition with a Pavement Condition Index rating of 48.

Safety Lighting at Robert Down Elementary (CIP 23-16)
This project would allow for the installation of "Wig-Wag" lights to be added to both crosswalks in front of Robert Down School. The lights would be like those located adjacent to the Lovers Point Coastal Access Project at the corner of Ocean View Blvd and Forest Ave.

David Ave Sidewalk (CIP 23-21)
This multi-year project would entail engineering, design and construction of an ADA compliant sidewalk on David Avenue between Patterson Lane and Montecito Ave.

FY 23/24 Street Rehabilitation Project (CIP 24-01)

This project will address the aging road infrastructure network, increase the PCI on five road segments that are in "failed" condition, address underground aging infrastructure, and ensure the City meets Maintenance of Effort (MOE) requirements. This project will address these "failed" segments of roadway:

(1) Locust St, Sinex Ave to Junipero Ave (PCI 3)
(2) Willow St, Sinex Av e to Junipero Ave (PCI 7)
(3) Wood St, Sinex Ave to Junipero Ave (PCI 19)
(4) Grand Ave, Sinex Ave to Junipero Ave (PCI 10)
(5) Pearl St, 8th St to Monterey Ave (PCI 0)

FY 23/24 Crack & Slurry Seal Project (CIP 24-02)
Crack and Slurry sealing helps preserve the City's roads against rapid deterioration and potholes due to inclement weather. This is a cost effective maintenance treatment that helps ensure roads remain in good condition for years to come. Streets to receive the crack & slurry seal treatment are identified via the City's Pavement Management Program, maintenance logs, and in-field observations.

Design of Sidewalk Extension for Outside Dining Uses (CIP 24-06)
The curb and sidewalk on the south side of Lighthouse Ave on the eastbound approach to Fountain Ave is to be extended ten feet into the parking area, which had a parklet for outdoor dining.

New Capital Projects for Fiscal Year 2024-25

General Building Improvements



PG Museum Flooring Replacement (CIP 25-05)
The project will replace the deteriorated carpet at the Pacific Grove Museum of Natural History.

Museum Roof Repair - Storage Garage (CIP 25-06)
This project rectifies the leaking roof above the storage garage at the Museum of Natural History

Point Pinos Lighthouse Electrical Panel (CIP 25-07)
This project splits the Point Pinos Lighthouse property's electrical circuits from the US Coast Guard's meter.

Golf Course Water Heater (CIP 25-08)
This project installs a new water heater to ensure a dedicated hot water supply for the leased restaurant.

Library Door Repair (CIP 25-09)
The projects involve installing a new automatic belt drive door, featuring 1/4" clear tempered glass.

Recreation Trail Improvements - Esplanade Park (CIP 25-10)
This multi-year project addresses needed improvements on the Recreation Trail at this specific location.

Sewer System Improvements

Community Center Sewer Repairs (CIP 25-04)
The current cast iron sewer lateral line has deteriorated, resulting in reduced functionality and susceptibility to blockages due to its degraded condition. Replacement of the lateral line from the sewer main connection on Junipero to the facility is imperative to maintain uninterrupted operation of public restrooms and sinks.

Park, Open Space Improvements

Pico Ave & Crocker Ave Stormwater Improvements (CIP 25-11)
This project involves installing approximately 120 feet of rolled berm and adding a new drain inlet to connect to the underground storm drain system. This is necessary to address flooding and pooling water issues during rain events in the area.

Street, Sidewalk Improvements

FY 24/25 Street Rehabilitation Project (CIP 25-01)
This project aims to improve the aging road infrastructure network by enhancing the Pavement Condition Index (PCI) on two road segments currently in poor condition, addressing aging underground infrastructure, and ensuring compliance with Maintenance of Effort (MOE) requirements.

FY 24/25 Crack & Slurry Seal Project (CIP 25-02)
Crack and Slurry sealing is a vital maintenance activity that helps preserve the City's roads against rapid deterioration and potholes due to inclement weather. This is a cost effective maintenance treatment that helps ensure roads remain in good condition for years to come. Streets to receive crack & slurry seal treatment are identified via the City's Pavement Management Program, maintenance logs, and in-field observations.

Pedestrian Safety - Central Ave & Fountain Ave (CIP 25-03)
The project will reconfigure the intersection of Central Ave & Fountain Ave to provide an All-Way Stop intersection, as identified in the Environmental Impact Report (EIR) for the Pacific Grove Hotel. The Applicant shall pay 25% of the cost for design and construction of the reconfiguration of the intersection to accommodate a new raised pavement crosswalk across the intersection on the south side of Central Ave.

Capital Improvement Project Budget Report

4th Quarter - Fiscal Year 2024-25

Project	Project Name	Status of Project	Estimated Completion	Fund No.	Acct	Fund Name	Project Budget	Project LTD Expenses	PO Balances	Remaining Balance	% of Budget
	Street, Sidewalk Improvements (Object 6041)										
CIP23-03	Cedar, Sunset, & Congress Intersection	Work in Progress	FY 24-25	20	6041	RSTP (TAMC)	$ 1,000,000	$ 451,046	$ 352,711	$ 196,243	80%
CIP23-04	David Ave Street Rehabilitation	Work in Progress	FY 24-25	17	6041	Local Streets and Roads	266,157	120,434	1	145,722	45%
				76	6041	Sewer	156,000	-	-	156,000	0%
							422,157	120,434	1	301,722	29%
CIP23-16	Safety Lighting at Robert Down Elementary	Complete	FY 24-25	84	6041	ARPA	4,710	4,710	-	-	100%
CIP23-21	David Ave Sidewalk	Complete	FY 24-25	84	6041	ARPA	662,378	662,494	-	(116)	100%
CIP24-01	FY23/24 Street Rehabilitation Project	Complete	FY 24-25	17	6041	Local Streets and Roads	536,088	482,656	520	52,913	90%
				47	6041	RMRA SB1	505,049	318,517	-	186,533	63%
				63	6041	Capital Improvement	300,000	300,000	-	-	100%
				76	6051	Sewer	872,000	749,743	-	122,258	86%
							2,213,137	1,850,915	520	361,703	84%
CIP24-02	FY23/24 Crack & Slurry Seal Project	Complete	FY 24-25	17	6041	Local Streets and Roads	185,000	185,000	-	0	100%
				63	6041	Capital Improvement	200,000	200,000	-	-	100%
				84	6041	ARPA	15,290	14,400	-	890	94%
							400,290	399,400	-	890	100%
CIP24-06	Design of Sidewalk Extension for Outside Dining Uses	Complete	FY 24-25	63	6041	Capital Improvement	50,000	48,264	-	1,736	97%
CIP25-01	FY 24/25 Street Rehabilitation Project	Work in Progress	FY 25-26	63	6041	Capital Improvement	300,000	93,407	4,666	201,927	33%
				17	6041	Local Streets and Roads	730,000	-	-	730,000	0%
				47	6054	RMRA SB1	386,065	-	-	386,065	0%
				76	6051	Sewer	300,000	15,556	-	284,445	5%
							1,716,065	108,963	4,666	1,602,436	7%
CIP25-02	FY 24/25 Crack & Slurry Seal Project	Work in Progress	FY 24-25	17	6041	Local Streets and Roads	200,000	5,567	-	194,434	3%
				63	6041	Capital Improvement	200,000	-	-	200,000	0%
							400,000	5,567	-	394,434	1%
CIP25-03	Pedestrian Safety - Central Ave & Fountain Ave	Work in Progress	FY 24-25	63	6041	Capital Improvement	270,000	53,234	240	216,526	20%
CIP25-14	Sidewalk Ext at Lighthouse & Fountain	Complete	FY 24-25	63	6041	Capital Improvement	340,000	265,424	46,688	27,888	92%
CIP25-15	Sidewalk Projects at Sinex & Sunset	Work in Progress	FY 24-25	63	6041	Capital Improvement	175,000	37,429	-	137,571	21%
	Streets						**$ 7,653,737**	**$ 4,007,879**	**$ 404,826**	**$ 3,241,033**	**58%**

Capital Improvement Project Budget Report

4th Quarter - Fiscal Year 2024-25

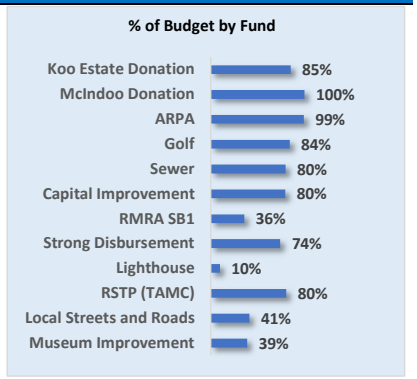
Project	Project Name	Status of Project	Estimated Completion	Fund No.	Acct	Fund Name	Project Budget	Project LTD Expenses	PO Balances	Remaining Balance	% of Budget
	Park, Open Space Improvements (Object 6031)										
CIP22-13	Backstop Replacement Municipal Ball Park	Complete	FY 24-25	84	6041	ARPA	25,736	25,736	-	-	100%
				92	6031	McIndoo Donation	17,529	17,529	-	-	100%
				93	6031	Koo Estate Donation	7,000	5,973	-	1,027	85%
				63	6031	Capital Improvement	96,000	90,681	-	5,319	94%
							146,265	139,919	-	6,346	96%
CIP22-21	GW Park Playground & ADA Compliant Playground	Complete	FY 24-25	63	6031	Capital Improvement	81,952	81,853	-	99	100%
				84	6031	ARPA	25,000	25,000	-	-	100%
							106,952	106,853	-	99	100%
CIP23-22	Recreation Board's Park Inventory	Complete	FY 24-25	84	6031	ARPA	25,071	25,071	-	-	100%
CIP24-05	George Washington Park (GWP) Enhancement Project	Complete	FY 24-25	63	6031	Capital Improvement	50,000	17,656	-	32,344	35%
CIP25-11	Pico Ave & Crocker Ave Stormwater Improvements	Complete	FY 24-25	46	6031	Strong Disbursement	45,000	41,371	-	3,629	92%
CIP25-16	Butterfly Sanctuary Fencing	Complete	FY 24-25	63	6031	Capital Improvement	75,000	-	-	75,000	0%
CIP25-17	GW Park Ball Field Drainage	Complete	FY 24-25	63	6031	Capital Improvement	50,000	22,065	-	27,935	44%
CIP25-18	Pickleball/Tennis Court Resurfacing & Sound Fencing	Contract	FY 24-25	63	6031	Capital Improvement	47,000	24,214	-	22,786	52%
CIP25-19	ADA Access at GW Park	Project Development	FY 24-25	63	6031	Capital Improvement	25,000	-	-	25,000	0%
	Parks/Open Space						**$ 570,288**	**$ 377,149**	**-**	**193,140**	**66%**
	General Building Improvements (Object 6021)										
CIP18-46	Tide Pool & Point Pinos	Complete	FY 24-25	63	6021	Capital Improvement	$ 2,875,205	$ 2,873,911	$ -	$ 1,294	100%
CIP23-05	Point Pinos Lighthouse Roof Repair	Work in Progress	FY 24-25	27	6021	Lighthouse	60,000	4,025	-	55,975	7%
CIP23-07	Museum Mezzanine Upgrades	Complete	FY 24-25	08	6021	Museum Improvement	75,000	33,768	5,065	36,166	52%
CIP23-08	Museum Basement Moisture Control	Complete	FY 24-25	08	6021	Museum Improvement	40,000	26,241	-	13,759	66%
CIP23-10	Fire Station Roof Repair	Complete	FY 24-25	84	6021	ARPA	59,476	59,476	-	-	100%
CIP23-12	Fire Dept. Bathroom & Shower Remodel	Complete	FY 24-25	84	6021	ARPA	152,277	145,360	-	6,917	95%
CIP25-05	PG Museum Flooring Replacement	Bids/RFP	FY 24-25	08	6021	Museum Improvement	35,000	-	-	35,000	0%
CIP25-06	Museum Roof Repair - Storage Garage	Project Development	FY 24-25	08	6021	Museum Improvement	17,000	-	-	17,000	0%
CIP25-07	Point Pinos Lighthouse Electrical Panel	Complete	FY 24-25	27	6021	Lighthouse	20,000	3,810	-	16,190	19%
CIP25-08	Golf Course Water Heater	Complete	FY 24-25	77	6021	Golf	20,000	16,850	-	3,150	84%
CIP25-09	Library Door Repair	Complete	FY 24-25	84	6021	ARPA	22,000	20,672	-	1,328	94%
CIP25-10	Recreation Trail Improvements - Esplanade Park	Work in Progress	FY 25-26	46	6021	Strong Disbursement	20,000	6,812	-	13,188	34%
	Building						**$ 3,395,958**	**$ 3,190,925**	**$ 5,065**	**199,967**	**94%**

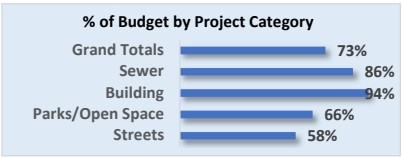
Capital Improvement Project Budget Report

4th Quarter - Fiscal Year 2024-25

Project	Project Name	Status of Project	Estimated Completion	Fund No.	Acct	Fund Name	Project Budget	Project LTD Expenses	PO Balances	Remaining Balance	% of Budget
	Sewer System Improvements (Object 6051)										
CIP22-03	Phase 9 Sewer Improvements	Complete	FY 24-25	76	6051	Sewer	$ 997,387	$ 901,588	$ 12,822	$ 82,977	92%
CIP23-06	Pump Station Replacement	Bids/RFP	FY 24-25	76	6051	Sewer	337,095	87,096	22,241	227,758	32%
CIP24-03	Priority Stormwater Repair Project on Syida Dr	Work in Progress	FY 24-25	63	6054	Capital Improvement	100,000	4,077	-	95,923	4%
CIP24-04	Sewer Collection System Master Plan Projects 1,6 & 9	Work in Progress	FY 24-25	76	6051	Sewer	1,800,000	183,953	1,591,066	24,981	99%
CIP25-04	Community Center Sewer Repairs	Complete	FY 24-25	76	6051	Sewer	50,000	32,246	-	17,754	64%
	Sewer						**3,284,482**	**1,208,960**	**1,626,129**	**449,393**	**86%**
	Grand Totals						**$ 14,904,465**	**$ 8,784,913**	**$ 2,036,020**	**$ 4,083,532**	**73%**

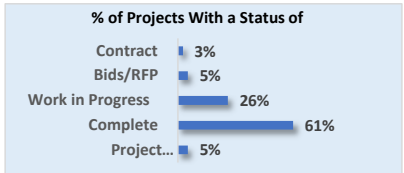
Fund No.	Fund Name	% of Budget Spent	Budget	YTD Exps	PO Balance	Balance	% Budget
8	Museum Improvement	36%	167,000	60,009	5,065	101,925	39%
17	Local Streets and Roads	41%	1,917,245	793,656	520	1,123,069	41%
20	RSTP (TAMC)	45%	1,000,000	451,046	352,711	196,243	80%
27	Lighthouse	10%	80,000	7,835	-	72,165	10%
46	Strong Disbursement	74%	65,000	48,183	-	16,817	74%
47	RMRA SB1	36%	891,114	318,517	-	572,598	36%
63	Capital Improvement	79%	5,235,157	4,112,214	51,595	1,071,348	80%
76	Sewer	44%	4,512,482	1,970,181	1,626,129	916,172	80%
77	Golf	84%	20,000	16,850	-	3,150	84%
84	ARPA	99%	991,938	982,919	-	9,019	99%
92	McIndoo Donation	100%	17,529	17,529	-	-	100%
93	Koo Estate Donation	85%	7,000	5,973	-	1,027	85%
		59%	**14,904,465**	**8,784,913**	**2,036,020**	**4,083,532**	**73%**





Project Count **38**

% of Projects with a Status of	% of Total	% of Total
Project Development	2	5%
Complete	23	61%
Work in Progress	10	26%
Bids/RFP	2	5%
Contract	1	3%
	38	**100%**



CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Kim Shehorn, Accountant

MEETING DATE: September 17, 2025

SUBJECT: Fourth Quarter Treasurer's Quarterly Report

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

RECOMMENDATION

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

DISCUSSION

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

This report reflects the City's balances as of June 30, 2025 and shows that cash and investments were held citywide, with a market value of $36.7 million. The average yield on the City's portfolio for the quarter is 3.68%. This represents a yield rate that is 0.20% more than the prior quarter and 0.42% more than the same quarter of the prior year. All investments are in government securities, certificates of deposit (CD), or other approved investment vehicles. The maturity dates are laddered, to ensure liquidity. Investments that have matured will be reinvested according to the cities' applicable policies. All bank balances are insured. The City does not actively trade either certificates of deposits or federal agency securities but holds investments in the portfolio for maturity. The table below shows the activity for the quarter.

Date	Description	Rate	Dollar Amt./ Face Value	Activity
1/31/2025	Manufacturers & Traders	4.50%	$244,000	Matured
1/31/2025	Merrick Bk South	4.50%	$249,000	Matured
2/18/2025	First Tech FED CR	4.85%	$249,000	Matured

4/24/2025	Flagstar BK Hicksville	5.25%	$243,000	Matured
6/7/2025	Discover Bnk Greenwood	4.90%	$249,000	Matured

OPTIONS

N/A – This is an informational report.

FINANCIAL IMPACT:

There is no fiscal impact. This is informational only.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Treasurers Report Q4 FY24-25

City of Pacific Grove
California

Interim Investment Report

For the Fiscal Year Ended June 30, 2025



City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
www.cityofpacificgrove.org

City of Pacific Grove Investment Report Fiscal Year 2024-25

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LAIF Pool Background.....4
Economic Trends.....5
Investment Summary and Details.....6

Long Term Investment Restrictions

Only debt reserve funds may be invested in securities exceeding five years without prior Council approval, so long as their maturities coincide with the expected use of funds.

Liquidity Objectives

The City's investments will remain liquid to enable it to meet all operating requirements which might be reasonably anticipated. Maturities of some investments for which there is limited opportunity for resale shall be staggered to maximize liquidity.

Safety Objectives

The City's investments shall be overseen in a manner to ensure preservation of capital in the portfolio. The City will diversify its funds among a variety of securities with varying maturities.

Additional Resources for Information

Website: cityofpacificgrove.org

Facebook: CityofPacificGrove

X/Twitter: @PacificGrove

Welcome Message From the City Manager

The City of Pacific Grove presents its investment report for the current fiscal year, including details on types of securities held and maturities of its investments, as well as reporting on compliance with the City's investment policy and recent market conditions.



Matthew Mogensen
City Manager

Cash Overview

The City pools its cash for investment purposes. Highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Certain restricted funds, held by outside firms through agreements with the City, are not pooled and reported as restricted cash.

Investment Reporting Standards

The City reports its investments in accordance with its investment policy, which has been adopted by the Council. The policy is designed to meet the standards of the Government Finance Officers Association (GFOA), California Municipal Treasurer's Association (CMTA) California Debt and Investment Advisory Committee (CDIAC) and the Association of Professional Treasurers of the United States and Canada (APTUSC).

Yield Objectives

The objective is to attain a established benchmark or an acceptable rate of return commensurate with the City's risk constraints identified in its investment policy and its cash flow requirements.

City of Pacific Grove, California
Investment Disclosures and Compliance Review

Overview of Investment Policy

The following provides a summary of the City's investment policy, which provides guidelines that City staff follow in placing investments. Investments of bond proceeds are governed by the debt issue covenants. Per the City investment policy, any investments temporarily in non-compliance will be addressed in subsequent months. The City is projected to have sufficient funds to meet its expenses for the next six months.

Investment Type	Maximum % or $ of Portfolio Or In One Issuer	Minimum Required Rating	Maximum Maturity	Agency in Compliance?
Demand Deposits	None	None	5 years	Yes
U.S. Treasuries	None	N/A	5 years	Yes
U.S. Agencies	None	N/A	5 years	Yes
Joint Powers Agency Pool	100% - CAMP/CalTrust	None	N/A	N/A
Money Market Funds	20%	AAA	N/A	No
Bankers Acceptances	40% (10% with one institution)	A1/P1	180 days	None Held
Commercial Paper	25% (10% with one firm)	A1/P1	270 days	None Held
Placement Service / Negotiable CDs	50% / 30% (10% with one bank)	A1 < 1 year A for 1-5 years	5 years	Yes
LAIF	Per State Statute $75 million per account	N/A	N/A	Yes
State / Local Agency Debt Issues	None	AA (except City bonds)	5 years	None Held
County Pool	100%	None	N/A	None Held

Overview of Investment Policy (Continued)
Additional information on the investments allowed under the City's investment policy is provided below, as described in the footnotes to the City's annual financial report:

• Certificates of Deposit - Non-Negotiable Certificates of Deposits will be made only in FDIC or FSLIC insured accounts. For deposits in excess of the insured maximum of $250,000, approved collateral shall be required in accordance with Government Code 53652 and/or 53651 (m) (1). Investment in these instruments shall be limited to financial institutions that, in the Treasurer's judgement, are of high quality, and shall not have a term exceeding five years from the date of purchase.

• Securities of the U.S. Government or its Agencies - Includes obligations issued by Federal Home Loan Banks, Government National Mortgage Association, Farm Credit System, the Federal Home Loan Bank, Federal Home Loan Mortgage Association, Federal National Mortgage Association, or obligations or other instruments of or issued by a federal agency or a United States Government sponsored enterprise.

• Treasury Bills and Notes - U.S. Treasury Bills, Notes, Bonds, or Certificates of Indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

• Local Agency Investment Fund (LAIF) - Investment of funds in the California LAIF which allows the State Treasurer to invest through the Pooled Money Investment Account (PMIA). Maximum investment is subject to state regulation. LAIF determines fair value on its investment portfolio based on market quotations for those securities where market quotations are readily available and based on amortized cost or best estimate for those securities where market value is not readily available. LAIF is reported at amortized cost, which approximates fair value.

Custodial Credit Risk
For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

Fair Value of Investments

The three levels of the fair value measurement hierarchy are described below:

Level 1 – Inputs are unadjusted, quoted prices for assets liabilities in active markets at the measurement date.

Level 2 – Inputs, observable for the assets through corroboration with market data at the measurement date.

Level 3 – Unobservable inputs reflecting the City's best estimate of market pricing at the measurement date.

Federal Agency Securities and corporate bonds categorized as Level 2 are valued based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuations for which all significant assumptions are observable or can be corroborated by observable market data.

PMIA/LAIF Performance Report as of 08/20/25

Quarterly Performance Quarter Ended 6/30/25

LAIF Apportionment Rate[2]:	4.40
LAIF Earnings Ratio[2]:	0.00012059828906715
LAIF Administrative Cost[1]*:	0.18
LAIF Fair Value Factor[1]:	1.001198310
PMIA Daily[1]:	4.26
PMIA Quarter to Date[1]:	4.27
PMIA Average Life[1]:	248

PMIA Average Monthly Effective Yields[1]

July	**4.258**
June	4.269
May	4.272
April	4.281
March	4.313
February	4.333

Pooled Money Investment Account Monthly Portfolio Composition [1] 7/31/25 $171.6 billion

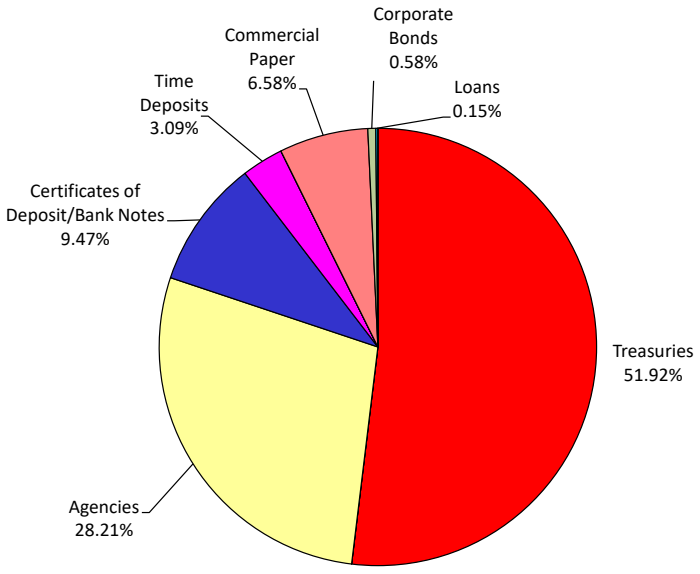


Chart does not include $1,037,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) .

**The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.*

Source:
[1] State of California, Office of the Treasurer
[2] State of California, Office of the Controller

Monthly Market Review

Fixed Income | August 2025

Information provided by CAMP's Program Administrator PFM Asset Management, a division of U.S. Bancorp Asset Management, Inc.

CAMP® CALIFORNIA ASSET MANAGEMENT PROGRAM

Next stop, September.

Economic Highlights

- As expected, the Federal Reserve (Fed) kept the target range for the overnight rate unchanged at 4.25% to 4.50% for the fifth consecutive time following the Federal Open Market Committee (FOMC) meeting on July 30. Notably, Governors Waller and Bowman both dissented, arguing instead for a 25-basis point (bp) rate cut.
- During the press conference, Fed Chair Jerome Powell continued to emphasize the importance of making sure the effects of tariffs are short-lived and do not spark a broader reflationary event elsewhere in the economy. He also noted the importance of the incoming data as the Fed attempts to balance downside risks to the labor market and inflation, which remains above its target.
- Trade deals with several key trading partners including Japan and the European Union were announced in advance of the August 1 deadline. President Trump has maintained a floor of 10% for the reciprocal tariff baseline, with expectations of the average effective tariff rate to be around 15%. Tariff negotiations remain a focus, though the market impact has notably diminished relative to earlier in the year.
- The tax and reconciliation bill was signed into law in early July. Significant longer-term budget concerns remain as the Congressional Budget Office (CBO) estimates the bill will add $3.4 trillion to the U.S. deficit over the next decade.
- The Consumer Price Index (CPI) increased to 2.7% on a year-over-year basis. Goods inflation, particularly in import-reliant subcategories such as household furnishings and recreation, are beginning to show evidence of upward price pressures. The full effect of tariffs have not been felt but are expected to materialize over the coming months.
- The first read of the second quarter GDP showed strong headline growth at 3.0%, mainly due to a sharp reversal in the trade which dragged down Q1 GDP. The headline figure masked underlying softness in demand and consumer spending.
- The July jobs report surprised to the downside with 73,000 new jobs created, and the unemployment rate rose to 4.2%. While the July jobs report was weaker than expected, the prior two months garnered greater attention with downside revisions of 258,000 less jobs in May and June versus previously reported figures. Following the report, the 2-yr Treasury was down 22 bps, and futures priced in an 83% chance for a 25-bp cut in September.

Bond Markets

- Yields on 3-month, 2-year, and 10-year U.S. Treasuries ended July at 4.34%, 3.96%, and 4.37%, representing increases of +4 bps, +24 bps, and +14 bps, respectively. The steepness of the yield curve as measured by the yield difference between 2- and 10-year maturities has now remained near 50 bps for three straight months despite interest rate volatility.
- Fixed income indices produced mixed returns for the month, as the short end of the curve outperformed longer tenors. The ICE BofA 3-month, 2-year, and 10-year U.S. Treasury indices returned +0.35%, -0.13%, and -0.67%, respectively.

Equity Markets

- Equities continued to rally and ended the month at new all-time highs. The S&P 500 Index is now up +7.6% year-to-date. For the month of July, the NASDAQ returned +3.7%, the S&P 500 Index +2.2%, and the Dow Jones Industrial Average just +0.1%.
- International equities, as measured by the MSCI ACWI ex U.S. Net Index, returned +0.4% for the month while the U.S. Dollar Index rallied from 3-year lows, and was up 3.3% for the month.

PFMAM Strategy Recap

- We expect to maintain portfolio durations at or slightly above 100% of benchmarks given the ongoing rate and policy uncertainty. We also maintain a curve steepening bias.
- Spreads on federal agencies and supranationals remain quite narrow. We do not anticipate any material changes to spreads or new issuance in the near-term and will continue to maintain low allocations in favor of other sectors. While no significant impact is expected over the foreseeable future, we will closely monitor progress around privatization efforts of Fannie Mae and Freddie Mac.
- Investment-grade (IG) corporate bond spreads narrowed in July, continuing the significant retracement following spread widening around Liberation Day. Risk-on sentiment remains strong as the economic outlook supports corporate fundamentals. Additionally, corporate bond technicals remain extremely strong given attractive overall yields and low net issuance. The strong pace of overall new issuance continues to create opportunities to selectively add allocations.
- Asset-backed securities (ABS) also narrowed over the month but seem to have stabilized for the short term. Credit metrics and consumer fundamentals remain strong while credit enhancements are robust. We expect spreads to remain volatile with a bias towards spread widening. New issuance continues to be met with robust demand, but supply forecasts have been revised downward from the start of the year.
- Agency-backed commercial MBS (CMBS) and Mortgage-backed securities (MBS) both posted positive excess returns in July. Longer-duration collateral (30-year mortgages) notably outperformed shorter-duration collateral (15-year mortgages). Waning bond volatility supported performance in mortgage-related sectors; however, we remain cautious as we expect heightened uncertainty to weigh on the sector over the near term.
- We expect the debt ceiling increase to put upward pressure on short-term Treasury yields as the Treasury increases issuance to replenish its cash account. This new issuance has generally been met with strong demand. Meanwhile, credit spreads on the short end of the curve have stabilized during the month, allowing selective attractive adds across tenors.

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U.S. Treasury Yields

Maturity	Jul 31, 2024	Jun 30, 2025	Jul 31, 2025	Monthly Change
3-Month	5.29%	4.30%	4.34%	0.04%
6-Month	5.09%	4.25%	4.28%	0.03%
2-Year	4.26%	3.72%	3.96%	0.24%
5-Year	3.91%	3.80%	3.97%	0.17%
10-Year	4.03%	4.23%	4.37%	0.14%
30-Year	4.30%	4.78%	4.90%	0.12%

Yields by Sector and Maturity

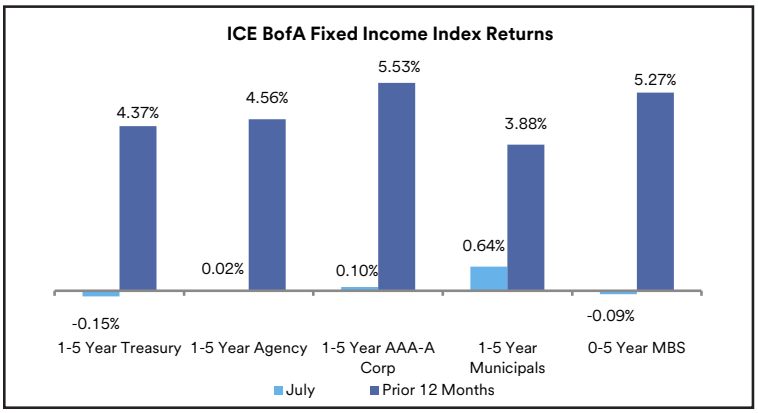
Maturity	U.S. Treasury	Federal Agency	Corporates-AA-A Industrials	AAA Municipals
3-Month	4.34%	4.35%	4.48%	-
6-Month	4.28%	4.28%	4.52%	-
2-Year	3.96%	3.97%	4.29%	2.44%
5-Year	3.97%	3.98%	4.50%	2.63%
10-Year	4.38%	4.44%	4.99%	3.46%
30-Year	4.90%	-	5.71%	4.46%

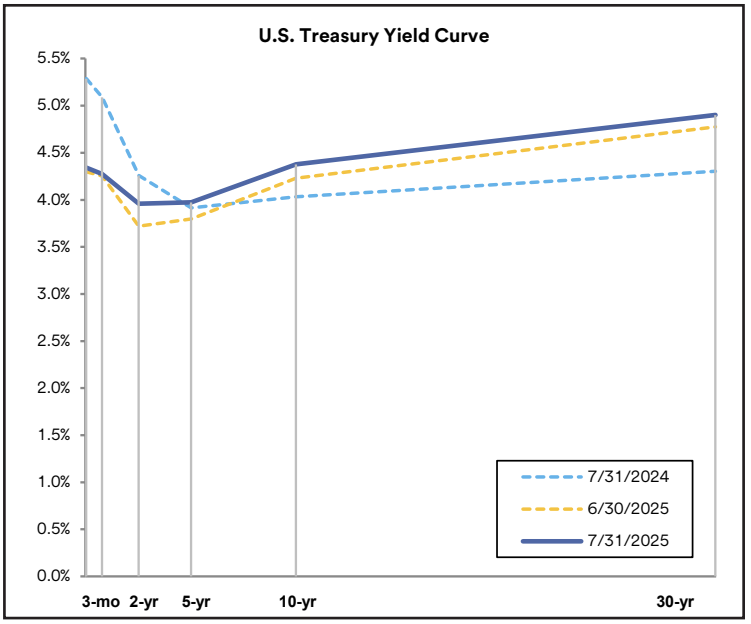
Spot Prices and Benchmark Rates

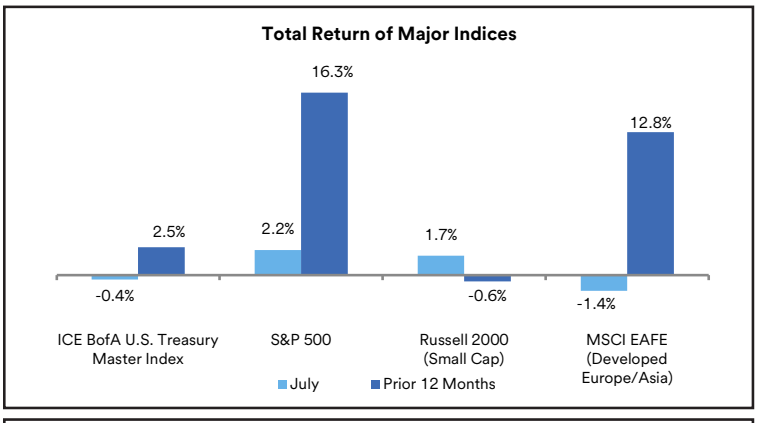
Index	Jul 31, 2024	Jun 30, 2025	Jul 31, 2025	Monthly Change
1-Month SOFR	5.34%	4.32%	4.35%	0.03%
3-Month SOFR	5.24%	4.29%	4.30%	0.01%
Effective Fed Funds Rate	5.33%	4.33%	4.33%	0.00%
Fed Funds Target Rate	5.50%	4.50%	4.50%	0.00%
Gold ($/oz)	$2,427	$3,308	$3,293	-$15
Crude Oil ($/Barrel)	$77.91	$65.11	$69.26	$4.15
U.S. Dollars per Euro	$1.08	$1.18	$1.14	-$0.04

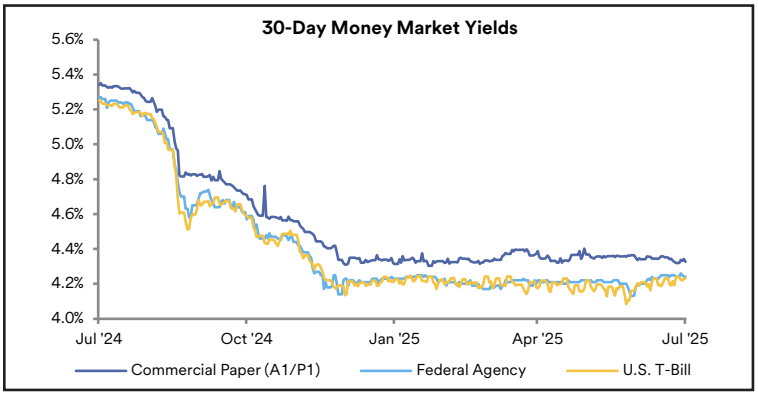
Economic Indicators

Indicator	Release Date	Period	Actual	Survey (Median)
Retail Sales Advance MoM	17-Jul	Jun	0.60%	0.10%
FOMC Rate Decision	30-Jul	Jul	4.50%	4.50%
GDP Annualized QoQ	30-Jul	2Q A	3.00%	2.50%
U. of Mich. Consumer Sentiment	31-Jul	Jul F	61.7	61.8
PCE YoY	1-Aug	Jun	2.60%	2.40%
ISM Manufacturing	1-Aug	Jul	48	49.5
Change in Non-farm Payrolls	1-Aug	Jul	83K	100K









Source: Bloomberg. Data as of July 31, 2025, unless otherwise noted.

Indices shown are not available for investment. The index data reference herein is the property of the index provider and/or its licensors. The index provider assumes no liability in connections with its use and does not sponsor, endorse or recommend the products or services contained herein. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

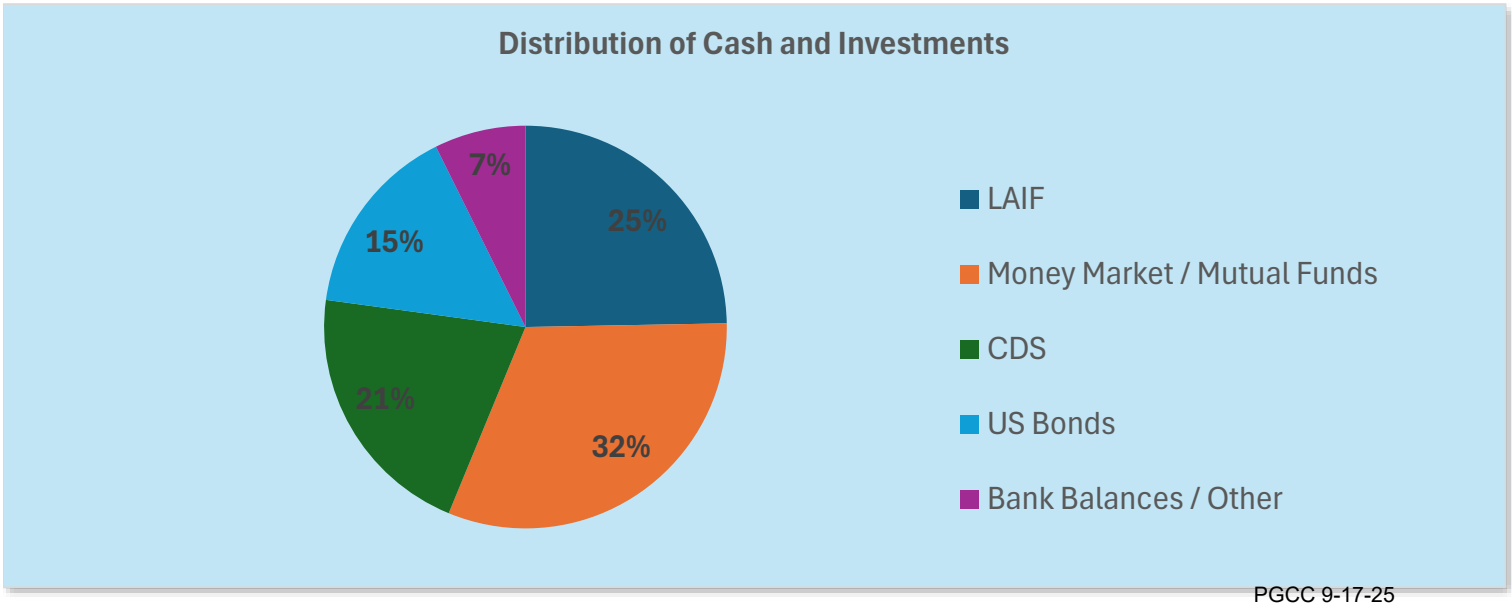
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City of Pacific Grove
Cash and Investments Summary - All Funds
As of June 30, 2025

Institution	Category	Rating	% of Total	% Yield	Book Value	Market Value
Cash Deposits						
Petty Cash			0.02%	0.00%	685	685
Bank of America Checking			100%	0.00%	2,749,924	2,749,924
Total Cash Deposits			**100%**	**0.00%**	**2,750,609**	**2,750,609**
Investments - Yount Trust						
Money Market	Uncategorized	Not Rated	0%	3.94%	168	168
Fixed Income	Uncategorized	Not Rated	24%	0.50%	205,000	200,843
U.S. Government Bonds	Level 2	AA/AAA	76%	2.08%	638,000	629,700
Total Investments - Yount Trust			**100%**	**1.69%**	**843,168**	**830,711**
Investments - Other City Wide						
State Local Agency Fund (LAIF)	Uncategorized	Not Rated	27%	4.40%	9,957,907	9,957,907
Dreyfus Money Market (TVI)	Uncategorized	Not Rated	0%	3.95%	7,178	7,178
Umpqua Bank Money Market	Uncategorized	Not Rated	5%	0.01%	2,017,968	2,017,968
Mututal Funds	Uncategorized	Not Rated	29%	4.14%	10,678,502	10,678,502
Certificates of Deposit	Level 2	Not Rated	23%	3.17%	8,435,000	8,420,415
U.S. Government Bonds	Level 2	AA/AAA	14%	3.90%	5,114,000	5,136,170
U.S. Treasury Securities	Level 1	AA/AAA	1%	0.50%	500,000	490,153
Total Investments - Other City Wide			**100%**	**3.68%**	**36,710,554**	**36,708,292**
Total Cash and Investments - City Wide				**3.63%**	**40,304,332**	**40,289,612**
Difference in Cost/Market Value					**(14,720)**	**-0.04%**
Net Deposits / (Withdrawals) for Quarter						

As required under State law, the City is able to meet its expenditure requirements for the next six months.



TIME VALUE INVESTMENTS®

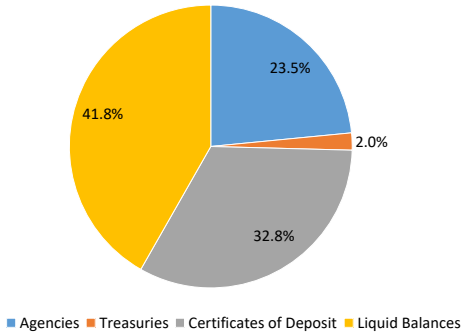
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Portfolio Summary

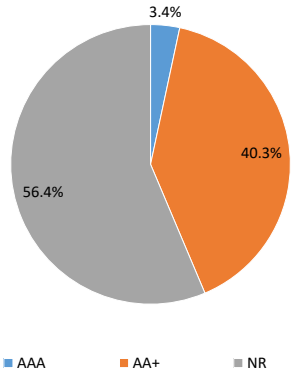
Wgtd Avg YTM *	3.26%
Wgtd Avg YTM with Liq. Bal.*	3.59%
Wgtd Avg YTW **	3.25%
Wgtd Avg Mat (no call)	2.06 yrs
Wgtd Avg Mat with Liq. Bal.	1.2 yrs
Wgtd Avg Mat (all called)	1.94 yrs
Market Value 5/31/2025	15,060,919
Market Value 6/30/2025	14,812,349
Difference	**(248,570)**
Par Value	14,892,000
Liquid Balances	10,678,502
Total Par with Liquid Bal.	**25,570,502**
Current MV with Liquid Bal.	**25,490,851**

Portfolio Composition (incl. Liquid Balances)

Sector	Par Value	YTM *	Weight
Agencies	5,999,000	3.76%	23.5%
Treasuries	500,000	0.65%	2.0%
Certificates of Deposit	8,393,000	3.05%	32.8%
Municipal Bonds			
Corporate Bonds			
Mortgages			
Commercial Paper			
Supra Nationals			
Total	**14,892,000**	**3.26%**	**58.2%**
Account Name	**Balance**	**Rate**	**Weight**
Money Market	10,678,502	4.05%	41.8%
Total Liquid Balances	**10,678,502**	**4.05%**	**41.8%**



Portfolio Ratings (Worst***)

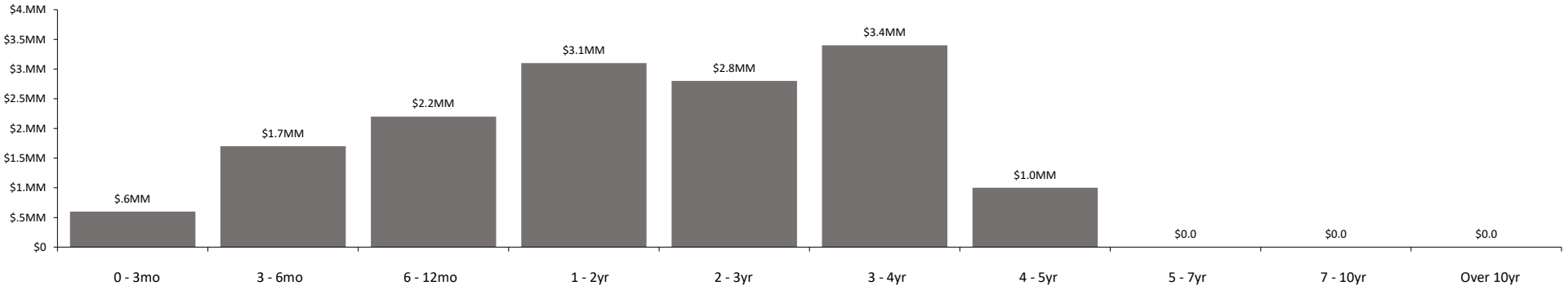


*** All ratings are shown in S&P format.
Ratings Do Not Include Liquid Balances.

* Purchase Yield to Maturity

** Purchase Yield to Worst

Maturity Distribution



Performance versus Benchmark as of 6/30/2025

	1Yr Average	As of 6/30/2025	1Mo Ago	3Mos Ago	6Mos Ago	9Mos Ago	As of 12/31/2024	1Yr Ago	3Yrs Ago	5Yrs Ago
Yield to Maturity:										
Portfolio	n/a	3.26%	3.25%	3.38%	n/a	n/a	n/a	n/a	n/a	n/a
2-Year Treasury	4.07%	4.39%	4.39%	4.39%	4.24%	3.66%	4.25%	4.71%	2.92%	0.16%
Fed Funds	4.83%	4.50%	4.50%	4.50%	4.50%	5.00%	4.50%	5.50%	1.75%	0.25%

Excluded Securities

Bonds that are not found will not be shown

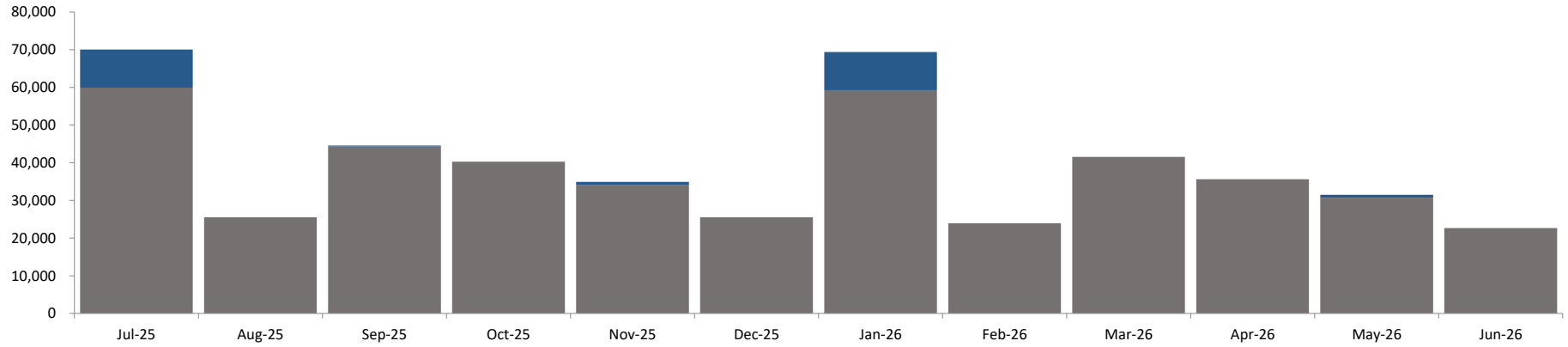
Cusip	Reason

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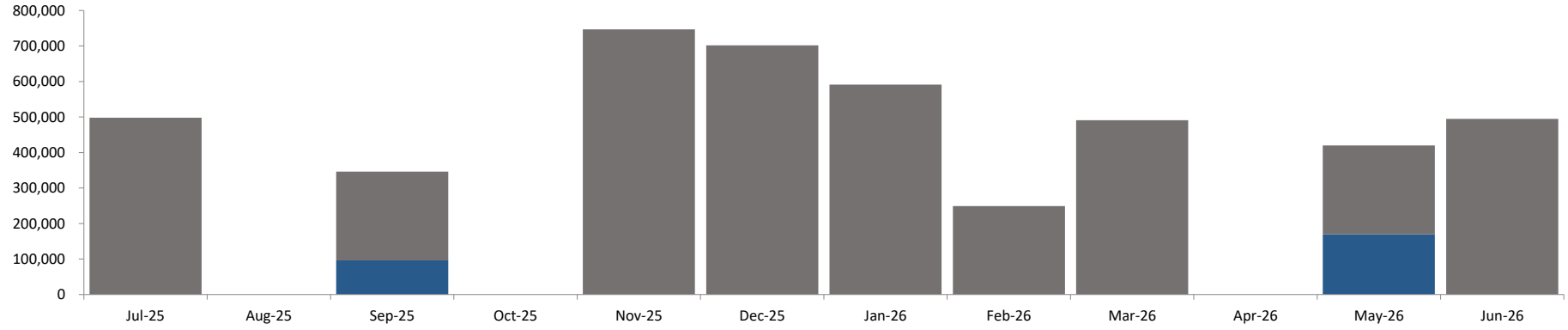
Cash-Flows - from 07/2025 to 06/2026 - Assuming None Called

Type	Par	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Callable	1,143,000	10,078	0	96,264	0	744	0	10,078	0	0	0	170,744	0
Non-Callable	13,749,000	557,953	25,513	294,301	40,296	781,157	727,499	650,297	272,908	532,560	35,614	280,744	517,649
TOTAL	**14,892,000**	**568,031**	**25,513**	**390,565**	**40,296**	**781,901**	**727,499**	**660,375**	**272,908**	**532,560**	**35,614**	**451,488**	**517,649**

Interest Payments



Principal Payments

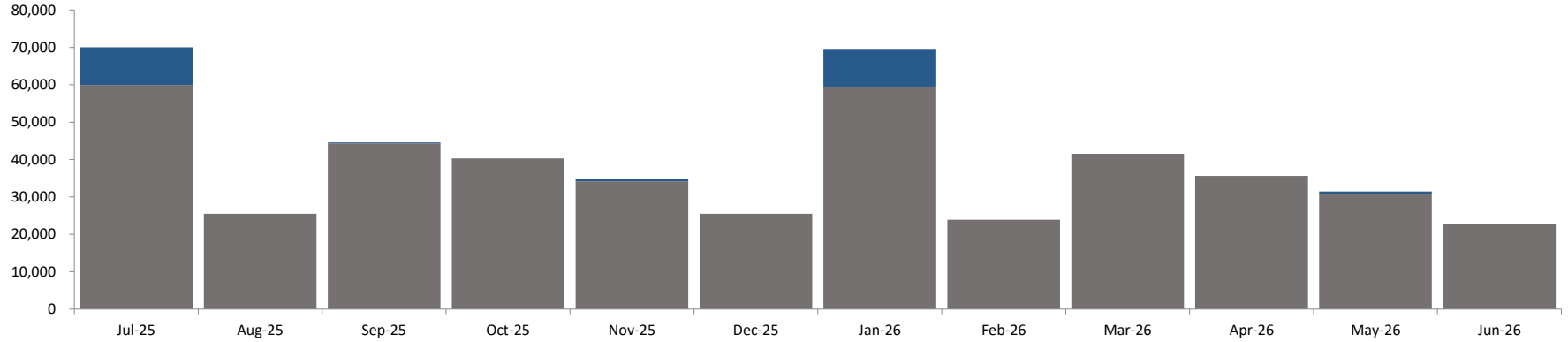


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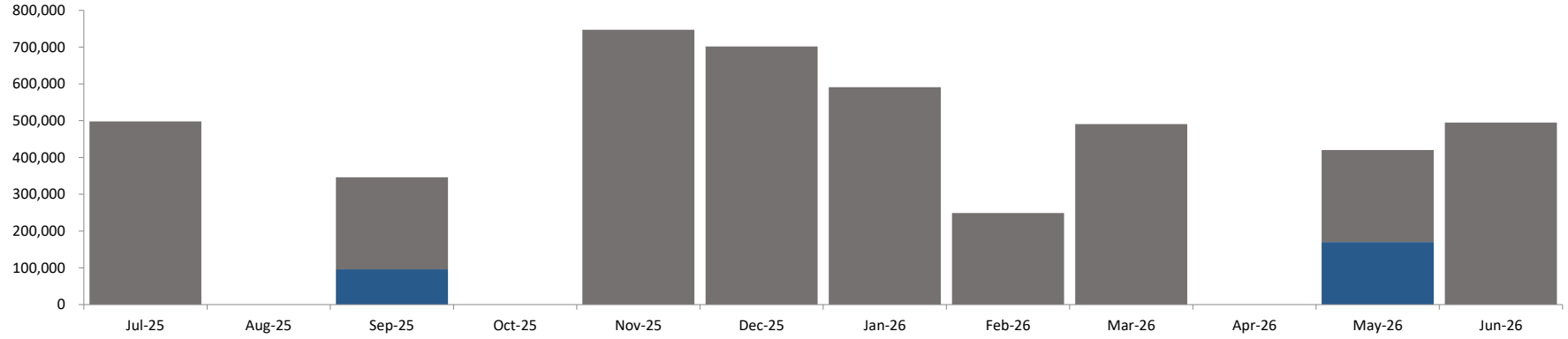
Cash-Flows - from 07/2025 to 06/2026 - Recognizing Likelihood of Call*

Type	Par	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26
Callable	1,143,000	10,078	0	96,264	0	744	0	10,078	0	0	0	170,744	0
Non-Callable	13,749,000	557,953	25,513	294,301	40,296	781,157	727,499	650,297	272,908	532,560	35,614	280,744	517,649
TOTAL	**14,892,000**	**568,031**	**25,513**	**390,565**	**40,296**	**781,901**	**727,499**	**660,375**	**272,908**	**532,560**	**35,614**	**451,488**	**517,649**

Interest Payments



Principal Payments



** Likelihood based on 06/30/2025 market rates*

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Extended Cash-Flows

#	Cusip	Par Value	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year 1 Total
1	60425SHY8	249,000	249,102	0	0	0	0	0	0	0	0	0	0	0	249,102
2	06063HMT7	249,000	249,803	0	0	0	0	0	0	0	0	0	0	0	249,803
3	3133EL7K4*	96,000	0	0	96,264	0	0	0	0	0	0	0	0	0	96,264
4	91282CAM3	250,000	0	0	250,313	0	0	0	0	0	0	0	0	0	250,313
5	05580AXU3	249,000	0	0	0	0	249,628	0	0	0	0	0	0	0	249,628
6	88241TJN1	249,000	123	127	127	123	249,127	0	0	0	0	0	0	0	249,627
7	108622LL3	249,000	92	95	95	92	249,095	0	0	0	0	0	0	0	249,469
8	02357QAN7	249,000	92	95	95	92	95	249,092	0	0	0	0	0	0	249,561
9	06251A2Q2	205,000	0	0	0	0	0	205,514	0	0	0	0	0	0	205,514
10	48128UTP4	248,000	0	0	0	0	0	248,622	0	0	0	0	0	0	248,622
11	25844MAM0	247,000	2,771	0	0	2,802	0	0	249,802	0	0	0	0	0	255,375
12	31422B6K1	95,000	228	0	0	0	0	0	95,228	0	0	0	0	0	95,456
13	530520AA3	249,000	931	962	962	931	962	931	249,962	0	0	0	0	0	255,641
14	45581ECE9	249,000	0	556	0	0	0	0	0	249,565	0	0	0	0	250,121
15	552249CG7	244,000	0	0	5,843	0	0	0	0	0	249,747	0	0	0	255,590
16	89789AAJ6	247,000	1,029	1,029	1,029	1,029	1,029	1,029	1,029	1,029	248,029	0	0	0	256,261
17	3133EMZC9*	170,000	0	0	0	0	744	0	0	0	0	0	170,744	0	171,488
18	91282CCF6	250,000	0	0	0	0	938	0	0	0	0	0	250,938	0	251,876
19	02007GSU8	246,000	0	0	0	0	0	3,700	0	0	0	0	0	249,680	253,380
20	90348JN48	249,000	153	159	159	153	159	153	159	159	143	159	153	249,159	250,868
21	649447UZ0	249,000	864	0	0	0	0	0	879	0	0	0	0	0	1,743
22	25460FDV5	249,000	972	1,005	1,005	972	1,005	972	1,005	1,005	907	1,005	972	1,005	11,830
23	07181JAV6	248,000	1,019	1,053	1,053	1,019	1,053	1,019	1,053	985	1,019	1,053	1,019	1,053	12,398
24	87164WH84	248,000	0	0	0	0	0	1,554	0	0	0	0	0	1,546	3,100
25	052392CH8	249,000	1,013	1,047	1,047	1,013	1,047	1,013	1,047	1,047	946	1,047	1,013	1,047	12,327
26	3133ENKG4*	530,000	3,896	0	0	0	0	0	3,896	0	0	0	0	0	7,792
27	3133ENKG4*	97,000	713	0	0	0	0	0	713	0	0	0	0	0	1,426
28	15118RE78	249,000	962	994	994	962	994	962	994	994	898	994	962	994	11,704
29	32116QBK1	244,000	0	0	0	0	5,474	0	0	0	0	0	5,384	0	10,858
30	254673G34	246,000	0	0	0	0	0	3,885	0	0	0	0	0	3,864	7,749
31	58404DSN2	249,000	921	952	952	921	952	921	952	952	860	952	921	952	11,208
32	438649AJ4	249,000	952	983	983	952	983	952	983	983	888	983	952	983	11,577
33	02589ADB5	246,000	3,965	0	0	0	0	0	4,030	0	0	0	0	0	7,995
34	90352RCU7	249,000	846	846	819	846	819	846	846	764	846	819	846	819	9,962
35	31422XH70	334,000	0	0	0	6,329	0	0	0	0	0	6,329	0	0	12,658
36	914098DJ4	249,000	860	888	888	860	888	860	888	831	860	888	860	888	10,459
37	01664MAB2	249,000	900	931	931	900	931	900	931	931	840	931	900	931	10,957
38	51828MAC8	249,000	921	952	952	921	952	921	952	952	860	952	921	952	11,208
39	45157PAZ3	249,000	921	952	952	921	952	921	952	890	921	952	921	952	11,207
40	01882MAA0	249,000	993	1,026	1,026	993	1,026	993	1,026	960	993	1,026	993	1,026	12,081
41	82671DAB3	249,000	900	931	931	900	931	900	931	931	840	931	900	931	10,957
42	61690U3L2	244,000	0	0	6,027	0	0	0	0	0	5,929	0	0	0	11,956
43	91527PBW6	249,000	839	867	867	839	867	839	867	867	783	867	839	867	10,208
44	3130AXEL8	250,000	0	0	5,938	0	0	0	0	0	5,938	0	0	0	11,876

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Extended Cash-Flows

#	Cusip	Par Value	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year 1 Total
45	3133EPF91	500,000	0	0	0	0	11,250	0	0	0	0	0	11,250	0	22,500
46	3130AYJ31**	250,000	5,469	0	0	0	0	0	5,469	0	0	0	0	0	10,938
47	3133EPW84	750,000	14,531	0	0	0	0	0	14,531	0	0	0	0	0	29,062
48	3133ERQD6	500,000	0	9,063	0	0	0	0	0	9,063	0	0	0	0	18,126
49	3133EP5J0	500,000	0	0	10,313	0	0	0	0	0	10,313	0	0	0	20,626
50	3133EPXV2	500,000	0	0	0	11,563	0	0	0	0	0	11,563	0	0	23,126
51	3133EPXV2	180,000	0	0	0	4,163	0	0	0	0	0	4,163	0	0	8,326
52	3133ERKX8	1,000,000	21,250	0	0	0	0	0	21,250	0	0	0	0	0	42,500
	TOTAL	**14,892,000**	**568,031**	**25,513**	**390,565**	**40,296**	**781,901**	**727,499**	**660,375**	**272,908**	**532,560**	**35,614**	**451,488**	**517,649**	**5,004,399**

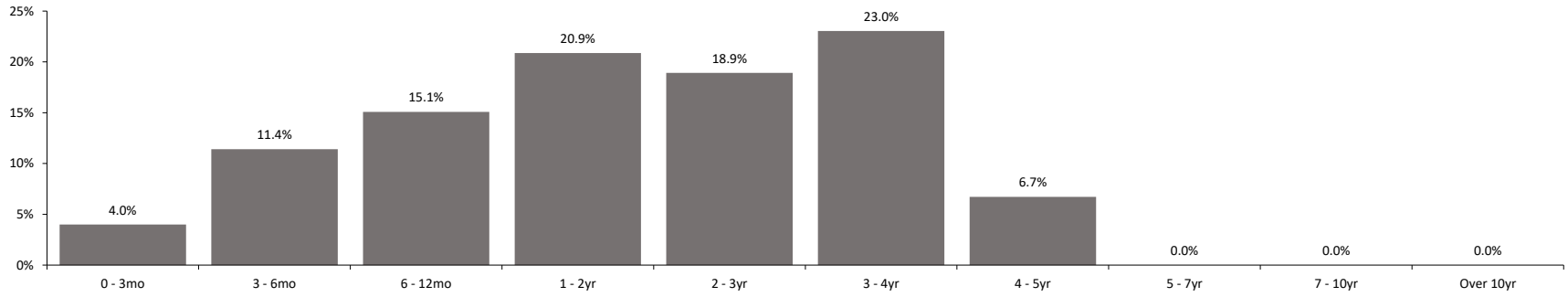
* Callable - currently not likely to be called

** Callable - currently likely to be called

See Cash-Flows graph above "Recognizing Likelihood of Call" for current projected cash-flows

FOR INSTITUTIONAL INVESTOR USE ONLY

Maturity Distribution



Portfolio Details - Sorted by Maturity

#	CUSIP/Sec-ID	Sec Desc 1	Weight	Par Value	Coupon *	Settle Dt	Mat Dt	Nxt Call Dt	Rating ***	YTM **	YTW **	Duration	Call Type	Estimated Bps to Call	Estimated Redem. Date
0	Total Liquid Balances		41.8%	10,678,502											
1	60425SHY8	MINNWEST BK REDWOOD FALLS MINN	1.0%	249,000	0.500	7/15/2020	7/15/2025		NR	0.50	0.50	0.04			7/15/2025
2	06063HMT7	BANK OF BARODA	1.0%	249,000	0.650	7/22/2025	7/22/2025		NR	0.65	0.65	0.06			7/22/2025
3	3133EL7K4	FFCB	0.4%	96,000	0.550	9/21/2020	9/16/2025	7/8/2025	AA+	0.51	0.51	0.20	Anytime	(319)	9/16/2025
4	91282CAM3	TREAS SER AD-202	1.0%	250,000	0.250	7/16/2021	9/30/2025		AAA	0.60	0.60	0.24			9/30/2025
5	05580AXU3	BMW BK NORTH AMER SALT LAKE	1.0%	249,000	0.500	11/20/2020	11/20/2025		NR	0.50	0.50	0.38			11/20/2025
6	88241TJN1	TEXAS EXCHANGE BK CROWLEY CD	1.0%	249,000	0.600	11/25/2020	11/25/2025		NR	0.60	0.60	0.40	Monthly		11/25/2025
7	108622LL3	BRIDGEWATER BK ST LOUIS PK M	1.0%	249,000	0.450	11/30/2020	11/28/2025		NR	0.45	0.45	0.40			11/28/2025
8	02357QAN7	AMERANT BK NATL ASSNCORAL CD	1.0%	249,000	0.450	12/3/2020	12/3/2025		NR	0.45	0.45	0.42			12/3/2025
9	06251A2Q2	BANK HAPOALIM B M NEW YORK C	0.8%	205,000	0.500	12/14/2020	12/15/2025		NR	0.50	0.50	0.45			12/15/2025
10	48128UTP4	JPMORGAN CHASE BK N A CD	1.0%	248,000	0.500	12/15/2020	12/15/2025		NR	0.50	0.50	0.45	Semi-Annual		12/15/2025
11	25844MAM0	DORT FINL CR UN GRAND BLAN	1.0%	247,000	4.500	1/10/2023	1/12/2026		NR	4.50	4.50	0.51			1/12/2026
12	31422B6K1	FAMCA	0.4%	95,000	0.480	1/27/2021	1/15/2026		AA+	0.40	0.40	0.53			1/15/2026
13	530520AA3	LIBERTY FIRST CR UN LINCOLN NE	1.0%	249,000	4.550	1/17/2023	1/20/2026		NR	4.55	4.55	0.54			1/20/2026
14	45581ECE9	INDUSTRIAL &COML BK CHINA	1.0%	249,000	0.450	2/11/2021	2/11/2026		NR	0.45	0.45	0.60			2/11/2026
15	552249CG7	LYONS NATL BK N Y CD	1.0%	244,000	4.750	3/15/2023	3/16/2026		NR	4.75	4.75	0.68			3/16/2026
16	89789AAJ6	TRULIANT FEDERAL CREDIT UNI	1.0%	247,000	5.000	3/28/2023	3/27/2026		AA+	5.00	5.00	0.72			3/27/2026
17	3133EMZC9	FFCB	0.7%	170,000	0.875	5/13/2021	5/13/2026	7/8/2025	AA+	0.84	0.83	0.85	Anytime	(327)	5/13/2026
18	91282CCF6	T	1.0%	250,000	0.750	7/16/2021	5/31/2026		AAA	0.70	0.70	0.90			5/31/2026
19	02007GSU8	ALLY BK SANDY UTAH CD	1.0%	246,000	3.000	6/9/2022	6/9/2026		NR	3.00	3.00	0.91			6/9/2026
20	90348JN48	UBS BK USA SALT LAKECITY UT CD	1.0%	249,000	0.750	6/23/2021	6/23/2026		NR	0.75	0.75	0.97			6/23/2026
21	649447UZ0	FLAGSTAR BK NATL ASSN HICKS	1.0%	249,000	0.700	6/30/2021	7/1/2026		NR	0.70	0.70	0.98			7/1/2026
22	25460FDV5	DIRECT FED CR UN NEEDHAM MA	1.0%	249,000	4.750	11/7/2022	11/9/2026		NR	4.75	4.75	1.30			11/9/2026
23	07181JAV6	BAXTER CR UN VERNON HILLS ILL	1.0%	248,000	5.000	11/28/2022	11/30/2026		NR	5.00	5.00	1.36			11/30/2026
24	87164WH84	SYNCHRONY BANK CD	1.0%	248,000	1.250	12/10/2021	12/10/2026		NR	1.25	1.25	1.41			12/10/2026
25	052392CH8	AUSTIN TELCO FED CR UN TEX	1.0%	249,000	4.950	12/16/2022	12/16/2026		NR	4.95	4.95	1.40			12/16/2026
26	3133ENKG4	FFCB	2.1%	530,000	1.470	1/31/2022	1/11/2027	7/8/2025	AA+	1.67	1.67	1.48	Anytime	(244)	1/11/2027
27	3133ENKG4	FFCB	0.4%	97,000	1.470	1/27/2022	1/11/2027	7/8/2025	AA+	1.67	1.67	1.48	Anytime	(244)	1/11/2027
28	15118RE78	CELTIC BK SALT LAKE CITY UTAH	1.0%	249,000	4.700	3/17/2023	3/17/2027		NR	4.70	4.70	1.64			3/17/2027
29	32116QBK1	FIRST NATL BK MIDDLETENN CD	1.0%	244,000	4.450	5/23/2023	5/19/2027		NR	4.45	4.45	1.78			5/19/2027
30	254673G34	CAPITAL ONE NATL ASSN VA CD	1.0%	246,000	3.150	6/7/2022	6/7/2027		NR	3.15	3.15	1.85			6/7/2027
31	58404DSN2	MEDALLION BK UTAH CD	1.0%	249,000	4.500	6/16/2023	6/16/2027		NR	4.50	4.50	1.87			6/16/2027

Portfolio Details - Sorted by Maturity													
32	438649AJ4	HONOLULU FIRE DEPT FED CR UN	1.0%	249,000	4.650	6/22/2023	6/22/2027		NR	4.65	4.65	1.88		6/22/2027
33	02589ADB5	AMERICAN EXPRESS NATL BK BR	1.0%	246,000	3.250	7/13/2022	7/13/2027		NR	3.25	3.25	1.92		7/13/2027
34	90352RCU7	USALLIANCE FCU RYE NEW YORK	1.0%	249,000	4.000	9/30/2022	9/30/2027		NR	4.00	4.00	2.14		9/30/2027
35	31422XH70	FAMCA	1.3%	334,000	3.790	11/22/2023	10/4/2027		AA+	4.50	4.50	2.13		10/4/2027
36	914098DJ4	UNIVERSITY BK ANN ARBOR MICH	1.0%	249,000	4.200	11/30/2022	11/30/2027		NR	4.20	4.20	2.28		11/30/2027
37	01664MAB2	ALL IN FEDERAL CREDIT UNION AL	1.0%	249,000	4.400	12/20/2022	12/20/2027		NR	4.40	4.40	2.33		12/20/2027
38	51828MAC8	LATINO CMNTY CR UN DURHAM NOR	1.0%	249,000	4.500	12/21/2022	12/21/2027		NR	4.50	4.50	2.33		12/21/2027
39	45157PAZ3	IDEAL CR UN WOODBURYMN	1.0%	249,000	4.500	12/29/2022	12/29/2027		NR	4.50	4.50	2.35		12/29/2027
40	01882MAA0	ALLIANT CR UN CHICAGO IL	1.0%	249,000	4.850	12/30/2022	12/30/2027		NR	4.85	4.85	2.35		12/30/2027
41	82671DAB3	SIGNATURE FED CR UN ALEXANDRIA	1.0%	249,000	4.400	1/31/2023	1/31/2028		NR	4.40	4.40	2.42		1/31/2028
42	61690U3L2	MORGAN STANLEY BK N A CD	1.0%	244,000	4.900	3/24/2023	3/23/2028		NR	4.90	4.90	2.50		3/23/2028
43	91527PBW6	UNIVEST NATL BK TR SOUDERTON	1.0%	249,000	4.100	5/5/2023	5/5/2028		NR	4.10	4.10	2.66		5/5/2028
44	3130AXEL8	FEDERAL HOME LOAN BANK M1-2028	1.0%	250,000	4.750	10/31/2023	9/8/2028		AA+	4.77	4.77	2.90		9/8/2028
45	3133EPF91	FFCB	2.0%	500,000	4.500	11/27/2023	11/27/2028		AA+	4.40	4.40	3.12		11/27/2028
46	3130AYJ31	FEDERAL HOME LOAN BANK TU-2029	1.0%	250,000	4.375	1/17/2024	1/17/2029	7/17/2026	AA+	4.24	4.12	0.99	58	7/17/2026
47	3133EPW84	FFCB	2.9%	750,000	3.875	1/18/2024	1/18/2029		AA+	3.92	3.92	3.23		1/18/2029
48	3133ERQD6	FFCB	2.0%	500,000	3.625	8/20/2024	2/20/2029		AA+	3.61	3.61	3.33		2/20/2029
49	3133EP5J0	FFCB	2.0%	500,000	4.125	3/21/2024	3/12/2029		AA+	4.22	4.22	3.36		3/12/2029
50	3133EPXV2	FFCB	2.0%	500,000	4.625	4/26/2024	4/5/2029		AA+	4.65	4.65	3.40		4/5/2029
51	3133EPXV2	FFCB	0.7%	180,000	4.625	4/30/2024	4/5/2029		AA+	4.66	4.66	3.40		4/5/2029
52	3133ERKX8	FFCB	3.9%	1,000,000	4.250	7/22/2024	7/12/2029		AA+	4.09	4.09	3.60		7/12/2029
TOTAL and AVERAGES			**100.0%**	**25,570,502**			**2.06 yrs**	**1.94 yrs**		**3.26**	**3.25**	**1.87**		

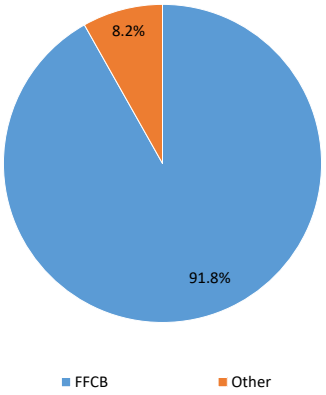
* Semi-Annual interest payment

** Yields calculated using cost price, at settlement date

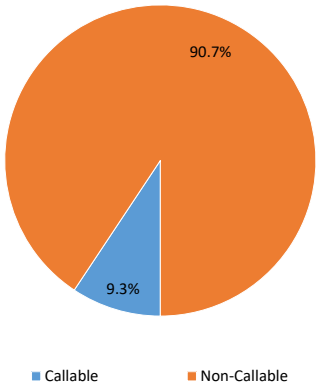
*** Ratings Shown Are: Lowest Rating in S&P format, NR AGY = Non-Rated U.S. Government Agency

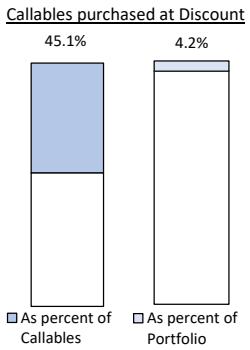
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Agency Distribution

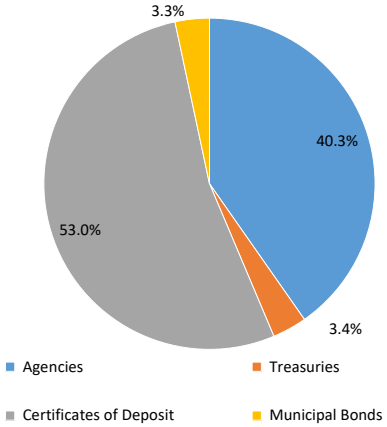


Callable Breakdown





Portfolio Composition



Amortization/Accretion Book Calculations

#	CUSIP/Sec-ID	Sec Desc 1	Cpn	Mat Dt	Par Value	Cost	Purch Px	Book Val	Book Px	Book YTM	Mkt Val	Mkt Px	Mkt YTM	Unrealized Gain/Loss
1	60425SHY8	MINNWEST BK REDWOOD FALL	0.50	7/15/2025	249,000	249,000	100.00	249,000	100.00	0.50	247,767	99.51	12.56	(1,233)
2	06063HMT7	BANK OF BARODA	0.65	7/22/2025	249,000	249,000	100.00	249,000	100.00	0.65	247,618	99.44	0.65	(1,382)
3	3133EL7K4	FFCB	0.55	9/16/2025	96,000	96,189	100.20	96,008	100.01	0.51	94,898	98.85	6.05	(1,110)
4	91282CAM3	TREAS SER AD-202	0.25	9/30/2025	250,000	246,367	98.55	249,780	99.91	0.60	246,617	98.65	5.71	(3,163)
5	05580AXU3	BMW BK NORTH AMER SALT L	0.50	11/20/2025	249,000	249,000	100.00	249,000	100.00	0.50	244,476	98.18	5.27	(4,524)
6	88241TJN1	TEXAS EXCHANGE BK CROWLE	0.60	11/25/2025	249,000	249,000	100.00	249,000	100.00	0.60	244,330	98.12	5.35	(4,670)
7	108622LL3	BRIDGEWATER BK ST LOUIS PK	0.45	11/28/2025	249,000	249,000	100.00	249,000	100.00	0.45	244,291	98.11	5.14	(4,709)
8	02357QAN7	AMERANT BK NATL ASSNCORAL	0.45	12/3/2025	249,000	249,000	100.00	249,000	100.00	0.45	244,127	98.04	5.12	(4,873)
9	06251A2Q2	BANK HAPOALIM B M NEW YO	0.50	12/15/2025	205,000	205,000	100.00	205,000	100.00	0.50	201,337	98.21	4.47	(3,663)
#	48128UTP4	JPMORGAN CHASE BK N A CD	0.50	12/15/2025	248,000	248,000	100.00	248,000	100.00	0.50	242,936	97.96	5.05	(5,064)
#	25844MAM0	DORT FINL CR UN GRAND BLA	4.50	1/12/2026	247,000	247,000	100.00	247,000	100.00	4.50	247,287	100.12	4.28	287
#	31422B6K1	FAMCA	0.48	1/15/2026	95,000	95,373	100.39	95,041	100.04	0.40	92,750	97.63	4.96	(2,291)
#	530520AA3	LIBERTY FIRST CR UN LINCOLN N	4.55	1/20/2026	249,000	249,000	100.00	249,000	100.00	4.55	249,334	100.13	4.30	334
#	45581ECE9	INDUSTRIAL &COML BK CI	0.45	2/11/2026	249,000	249,000	100.00	249,000	100.00	0.45	242,329	97.32	4.89	(6,671)
#	552249CG7	LYONS NATL BK N Y CD	4.75	3/16/2026	244,000	244,000	100.00	244,000	100.00	4.75	244,673	100.28	4.34	673
#	89789AAJ6	TRULIANT FEDERAL CREDIT UN	5.00	3/27/2026	247,000	247,000	100.00	247,000	100.00	5.00	248,131	100.46	4.36	1,131
#	3133EMZC9	FFCB	0.88	5/13/2026	170,000	170,291	100.17	170,051	100.03	0.84	164,656	96.86	4.60	(5,395)
#	91282CCF6	T	0.75	5/31/2026	250,000	250,596	100.24	250,114	100.05	0.70	241,635	96.65	4.51	(8,479)
#	02007GSU8	ALLY BK SANDY UTAH CD	3.00	6/9/2026	246,000	246,000	100.00	246,000	100.00	3.00	242,777	98.69	4.43	(3,223)
#	90348JN48	UBS BK USA SALT LAKECITY UT C	0.75	6/23/2026	249,000	249,000	100.00	249,000	100.00	0.75	239,797	96.30	4.63	(9,203)
#	649447UZ0	FLAGSTAR BK NATL ASSN HICK	0.70	7/1/2026	249,000	249,000	100.00	249,000	100.00	0.70	239,573	96.21	4.59	(9,427)
#	25460FDV5	DIRECT FED CR UN NEEDHAM	4.75	11/9/2026	249,000	249,000	100.00	249,000	100.00	4.75	250,803	100.72	4.20	1,803
#	07181JAV6	BAXTER CR UN VERNON HILLS IL	5.00	11/30/2026	248,000	248,000	100.00	248,000	100.00	5.00	250,800	101.13	4.17	2,800
#	87164WH84	SYNCHRONY BANK CD	1.25	12/10/2026	248,000	248,000	100.00	248,000	100.00	1.25	237,311	95.69	4.36	(10,689)
#	052392CH8	AUSTIN TELCO FED CR UN TEX	4.95	12/16/2026	249,000	249,000	100.00	249,000	100.00	4.95	251,712	101.09	4.18	2,712
#	3133ENKG4	FFCB	1.47	1/11/2027	530,000	524,988	99.05	528,404	99.70	1.67	508,053	95.86	4.29	(20,351)

Amortization/Accretion Book Calculations													
# 3133ENKG4	FFCB	1.47	1/11/2027	97,000	96,081	99.05	96,708	99.70	1.67	92,983	95.86	4.29	(3,725)
# 15118RE78	CELTIC BK SALT LAKE CITY UTAH	4.70	3/17/2027	249,000	249,000	100.00	249,000	100.00	4.70	251,211	100.89	4.16	2,211
# 32116QBK1	FIRST NATL BK MIDDLETENN CD	4.45	5/19/2027	244,000	244,000	100.00	244,000	100.00	4.45	245,240	100.51	4.16	1,240
# 254673G34	CAPITAL ONE NATL ASSN VA C	3.15	6/7/2027	246,000	246,000	100.00	246,000	100.00	3.15	241,218	98.06	4.20	(4,782)
# 58404DSN2	MEDALLION BK UTAH CD	4.50	6/16/2027	249,000	249,000	100.00	249,000	100.00	4.50	250,666	100.67	4.14	1,666
# 438649AJ4	HONOLULU FIRE DEPT FED CR U	4.65	6/22/2027	249,000	249,000	100.00	249,000	100.00	4.65	251,413	100.97	4.14	2,413
# 02589ADB5	AMERICAN EXPRESS NATL BK I	3.25	7/13/2027	246,000	246,000	100.00	246,000	100.00	3.25	241,481	98.16	4.20	(4,519)
# 90352RCU7	USALLIANCE FCU RYE NEW YOR	4.00	9/30/2027	249,000	249,000	100.00	249,000	100.00	4.00	248,046	99.62	4.18	(954)
# 31422XH70	FAMCA	3.79	10/4/2027	334,000	325,656	97.50	328,938	98.48	4.50	332,220	99.47	4.04	3,282
# 914098DJ4	UNIVERSITY BK ANN ARBOR M	4.20	11/30/2027	249,000	249,000	100.00	249,000	100.00	4.20	249,147	100.06	4.17	147
# 01664MAB2	ALL IN FEDERAL CREDIT UNION	4.40	12/20/2027	249,000	249,000	100.00	249,000	100.00	4.40	250,309	100.53	4.17	1,309
# 51828MAC8	LATINO CMNTY CR UN DURHAM	4.50	12/21/2027	249,000	249,000	100.00	249,000	100.00	4.50	252,317	101.33	3.93	3,317
# 45157PAZ3	IDEAL CR UN WOODBURYMN	4.50	12/29/2027	249,000	249,000	100.00	249,000	100.00	4.50	250,666	100.67	4.22	1,666
# 01882MAA0	ALLIANT CR UN CHICAGO IL	4.85	12/30/2027	249,000	249,000	100.00	249,000	100.00	4.85	253,086	101.64	4.16	4,086
# 82671DAB3	SIGNATURE FED CR UN ALEXAN	4.40	1/31/2028	249,000	249,000	100.00	249,000	100.00	4.40	251,891	101.16	3.92	2,891
# 61690U3L2	MORGAN STANLEY BK N A CD	4.90	3/23/2028	244,000	244,000	100.00	244,000	100.00	4.90	248,416	101.81	4.19	4,416
# 91527PBW6	UNIVEST NATL BK TR SOUDERT	4.10	5/5/2028	249,000	249,000	100.00	249,000	100.00	4.10	248,305	99.72	4.20	(695)
# 3130AXEL8	FEDERAL HOME LOAN BANK M1	4.75	9/8/2028	250,000	249,783	99.91	249,845	99.94	4.77	254,865	101.95	4.09	5,020
# 3133EPF91	FFCB	4.50	11/27/2028	500,000	502,222	100.44	501,548	100.31	4.40	507,345	101.47	4.03	5,797
# 3130AYJ31	FEDERAL HOME LOAN BANK TU	4.38	1/17/2029	250,000	251,500	100.60	251,091	100.44	4.24	249,013	99.61	4.50	(2,079)
# 3133EPW84	FFCB	3.88	1/18/2029	750,000	748,500	99.80	748,893	99.85	3.92	743,085	99.08	4.16	(5,808)
# 3133ERQD6	FFCB	3.63	2/20/2029	500,000	500,309	100.06	500,237	100.05	3.61	490,995	98.20	4.16	(9,242)
# 3133EP5J0	FFCB	4.13	3/12/2029	500,000	497,883	99.58	498,362	99.67	4.22	499,825	99.97	4.13	1,463
# 3133EPXV2	FFCB	4.63	4/5/2029	500,000	499,400	99.88	499,508	99.90	4.65	511,190	102.24	3.98	11,682
# 3133EPXV2	FFCB	4.63	4/5/2029	180,000	179,759	99.87	179,804	99.89	4.66	184,028	102.24	3.98	4,225
# 3133ERKX8	FFCB	4.25	7/12/2029	1,000,000	1,007,345	100.73	1,006,065	100.61	4.09	1,003,370	100.34	4.16	(2,695)
TOTAL and AVERAGES				**14,892,000**	**14,882,240**		**14,890,397**		**3.26**	**14,812,349**		**4.42**	**(78,048)**

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Fred Marsh, Administrative Services Director

MEETING DATE: September 17, 2025

SUBJECT: Fourth Quarter 24-25 Interim Financial Statements

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 Administrative Services Department produces quarterly Interim Financial reports to assist in evaluating the City's fiscal condition. The attached report provides details on General Fund revenues and expenditures, as well as a summary related to its other funds. It should be noted that included as part of the projected deficit for the General Fund for Fiscal Year 2024-25 is approximately $1.2 million of one-time capital projects that were approved by Council as part of mid year adjustments in October 2024 and March 2025. The base projected operating deficit for the year, excluding these one-time adjustments, and excluding possible carryovers of some outstanding purchase orders to Fiscal Year 2025-26, is approximately $1 million.

OPTIONS

N/A - This is information only.

FINANCIAL IMPACT:

There is no fiscal impact.

FOCUSED PRIORITY AREA: Not Applicable.

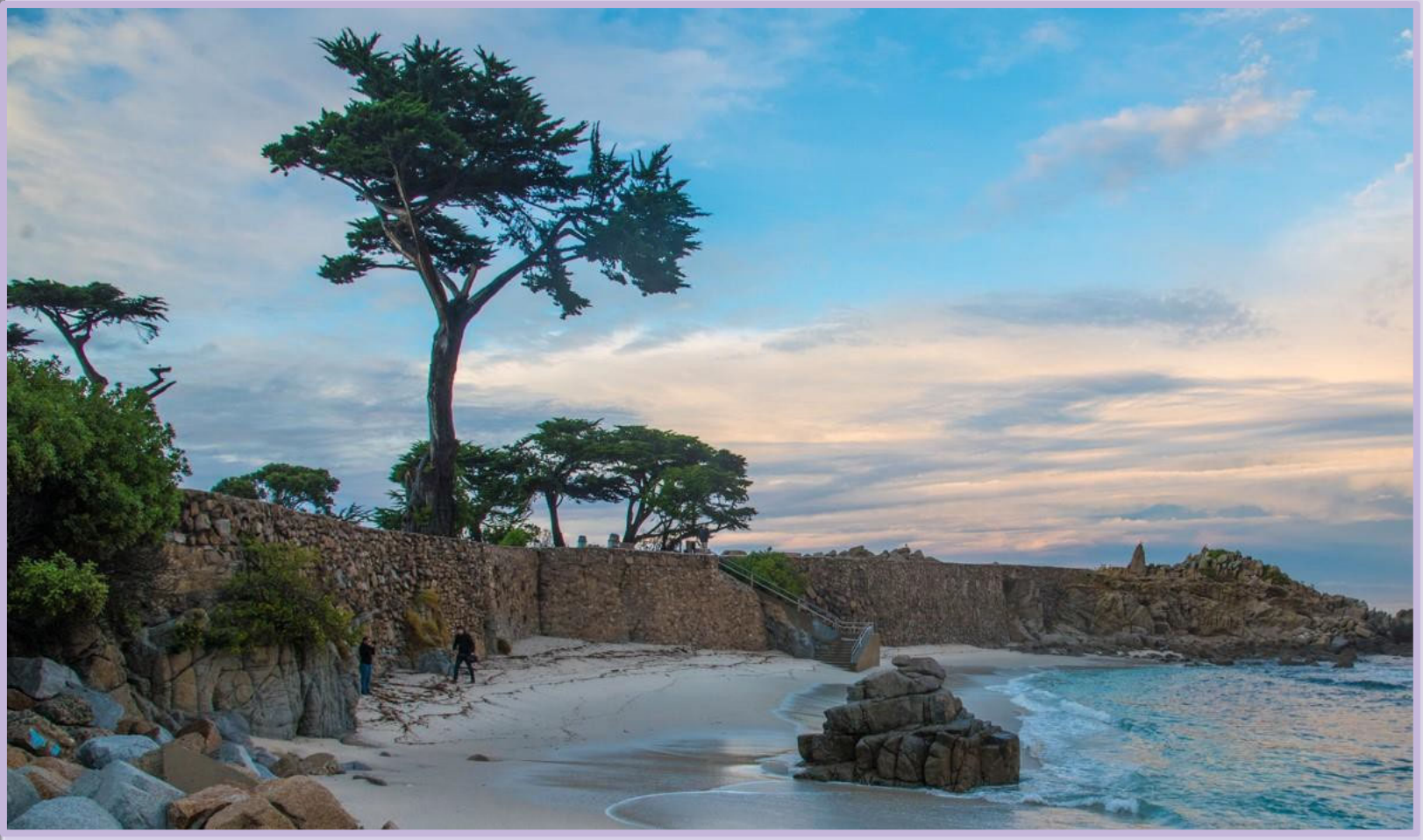
Attachments

Combined Interim Budget Status Report

City of Pacific Grove
California

Interim Budget Status Report

For the Fiscal Year Ended June 30, 2025



City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
www.cityofpacificgrove.org

City of Pacific Grove
Interim Financials
Fiscal Year 2024-25

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Mission and Vision

- Mission: To deliver quality professional public services in the City and region
- Vision: To thoughtfully grow as an inclusive community, protecting its character

Core Values

- Leadership: Uphold the highest work ethic
- Inclusiveness: Cultivate an environment of trust
- Integrity: Safeguard public trust
- Collaboration: Promote transparent engagement
- Stewardship: Protect our natural environment

Focused Priority Areas and Goals

- Recreation: Robust and accessible activities
- Infrastructure: Maintain community assets
- Stewardship: Implement sustainable practices
- Housing: Diversity affordable opportunities

City Council Fiscal Year 2024-25

Mayor: Nick Smith
Councilmembers: Joe Amelio, Mayor Pro Tempore
Cynthia Garfield
Lori McDonnell
Chaps Poduri
Tina Rau
Paul Walkingstick

Welcome Message From the City Manager

The City of Pacific Grove presents its interim financials for Fiscal Year 2024-25.

This report presents the City's overall financial condition in an easy to read format for all users, focusing on major revenues and expenses by major fund type.



Matthew Mogensen
City Manager

Summary of Annual Report

This report is an interim financial update on the City's various funds, including its General, Sewer, Local Water and Cemetery funds, as presented in more detail in the City's adopted budget for FY 2024-25.



Audit Opinion / Awards for Excellence

The City has received a "clean" unmodified audit opinion for its prior audited financial reports, and a Certificate of Achievement for Excellence in Financial Reporting (COA) from the Government Finance Officers Association (GFOA). In addition, the City has received awards for excellence for its operating budget from GFOA and the California Society of Municipal Finance Officers. These awards focus on providing quality documents that are easy to understand by the public.

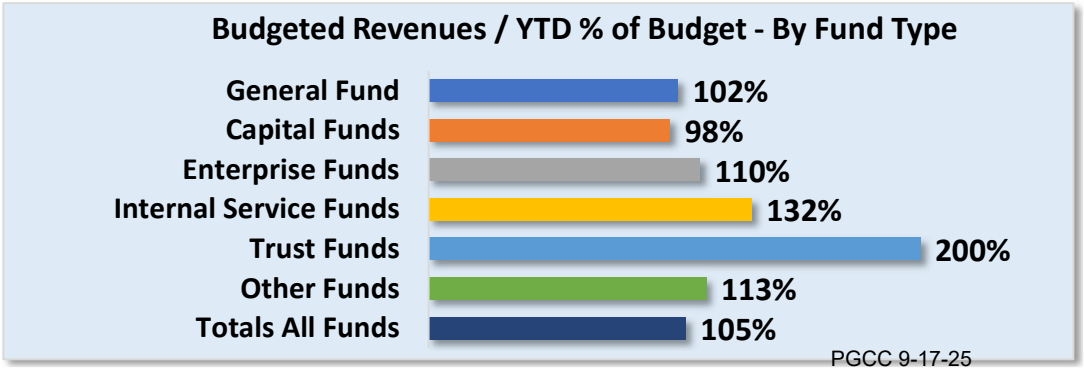
Social Media for the City

Website: cityofpacificgrove.org
Facebook: CityofPacificGrove
X/Twitter: @PacificGrove

Revenues by Fund - FY 2024-25 (Unaudited)
Through June 2025 (Preliminary Results)
100% of Budget Year Complete

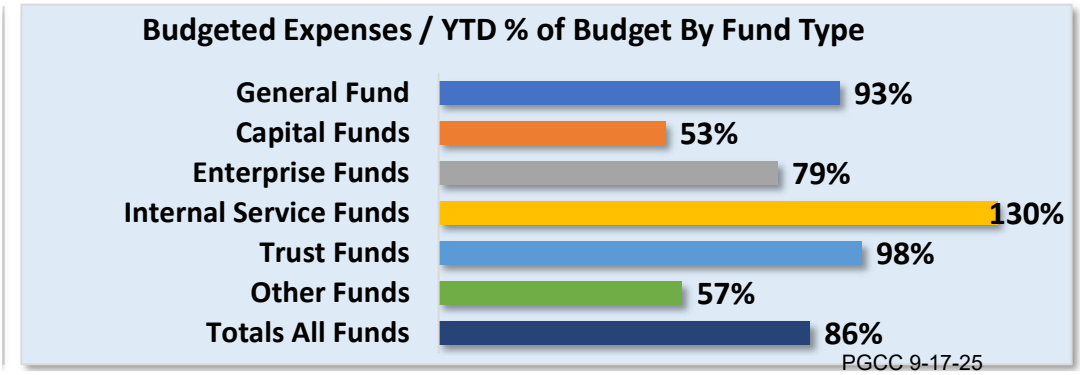
Fund	Revenues				Working Capital	
	Revised Budget	YTD	YTD % of Budget	Prior YTD	Projected Change for Fiscal Year	Projected Ending Reserves *
Main Fund - Fund 01	$ 33,288,027	$ 33,794,192	102%	$ 33,239,014	$ (2,174,808)	$ 15,221,382
Other Funds Included	24,700	36,514	148%	36,459	(8,047)	177,551
General Fund	**33,312,727**	**33,830,706**	**102%**	**33,275,473**	**(2,182,855)**	**15,398,933**
Capital Projects	$ 3,084,533	$ 3,030,673	98%	$ 900,002	$ 1,958,735	$ 2,318,931
Capital Funds	**3,084,533**	**3,030,673**	**98%**	**900,002**	**1,958,735**	**2,318,931**
Local Water Project	1,310,187	1,711,309	131%	1,217,433	(103,792)	(326,358)
Cemetery	653,000	691,528	106%	764,656	(34,538)	1,051,707
Sewer	4,248,000	4,338,766	102%	4,189,214	702,547	9,296,765
Golf	762,000	949,883	125%	837,625	104,550	972,144
Sewer Lateral Loans	4,000	14,477	200%	8,200	14,477	181,405
Enterprise Funds	**6,977,187**	**7,705,963**	**110%**	**7,017,128**	**683,244**	**11,175,663**
Employee Benefit	265,000	275,254	104%	348,321	(95,360)	64,160
Worker's Compensation	722,113	868,129	120%	568,519	(389,205)	209,575
Liability Insurance	752,000	1,144,167	152%	1,143,440	457,487	1,050,206
Internal Service Funds	**1,739,113**	**2,287,550**	**132%**	**2,060,280**	**(27,078)**	**1,323,941**
Library	22,000	48,851	200%	43,196	48,851	614,488
Cemetery	113,000	209,448	185%	177,927	209,448	2,354,702
Yount	8,000	31,657	200%	16,675	23,808	805,179
Trust Funds	**143,000**	**289,956**	**200%**	**237,798**	**282,107**	**3,774,369**
Library / Poetry	97,283	137,533	141%	101,942	58,315	318,566
Museum	4,000	21,724	200%	16,939	(42,151)	302,672
Public Safety	800,225	859,808	107%	738,289	167,034	525,098
Housing	31,000	79,967	200%	104,863	(19,706)	1,027,398
Streets	1,596,839	1,780,630	112%	1,711,967	761	1,594,666
Lighthouse	90,000	138,526	154%	127,997	6,812	230,782
Community Development/CDBG	21,200	56,715	200%	64,582	(4,776)	1,448,113
ARPA	15,000	31,067	200%	49,418	(802,173)	92,996
Downtown/Hospitality Districts	695,650	609,383	88%	598,673	26,266	57,737
Cable Franchise / Other	97,650	182,720	187%	576,090	(48,350)	261,726
Other Funds	**3,448,847**	**3,898,073**	**113%**	**4,090,760**	**(657,968)**	**5,859,754**
Totals All Funds	**$ 48,705,407**	**$ 51,042,921**	**105%**	**$ 47,581,441**	**$ 56,185**	**$ 39,851,591**

* Excludes Proposed Adjustments and Rollovers



Expenses by Fund - FY 2024-25 (Unaudited)
Through June 2025 (Preliminary Results)
100% of Budget Year Complete

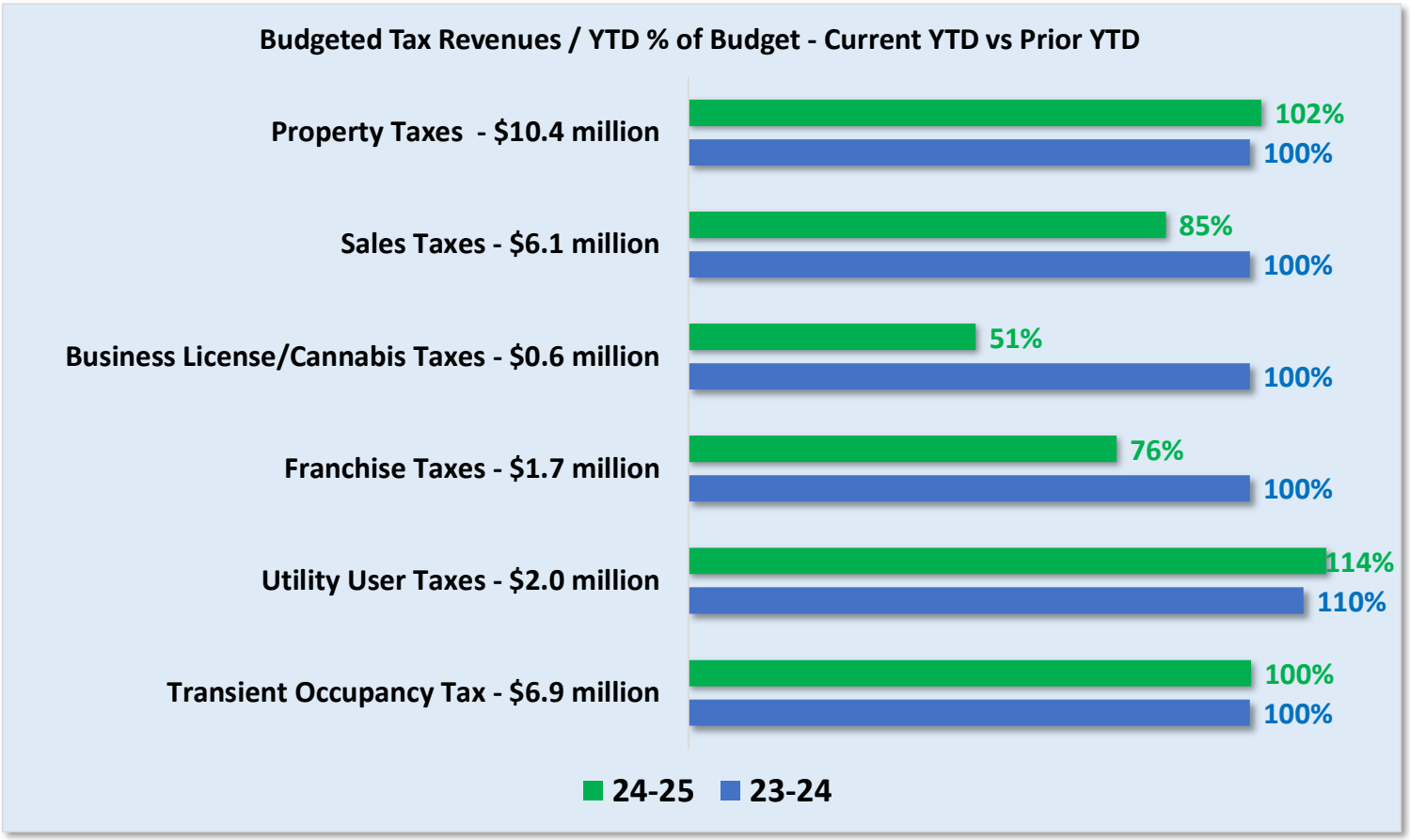
Fund	Expenses					
	Revised Budget	YTD	YTD % of Projected	Purchase Orders	YTD % with POs	Prior YTD
Main Fund - Fund 01	$ 37,771,379	$ 35,115,779	93%	$ 853,221	95%	$ 30,366,615
Other Funds Included	26,193	44,561	170%	-	170%	43,365
General Fund	**37,797,572**	**35,160,340**	**93%**	**853,221**	**95%**	**30,409,980**
Capital Projects	$ 1,937,033	$ 1,019,291	53%	$ 52,647	55%	$ 562,432
Capital Funds	**1,937,033**	**1,019,291**	**53%**	**52,647**	**55%**	**562,432**
Local Water Project	1,010,925	1,788,280	177%	26,821	180%	1,121,475
Cemetery	720,349	726,066	101%	-	101%	438,861
Sewer	6,032,635	3,341,020	55%	295,199	60%	2,037,771
Golf	755,057	845,333	112%	-	112%	468,764
Sewer Lateral Loans	-	-	0%	-	0%	-
Enterprise Funds	**8,518,966**	**6,700,699**	**79%**	**322,020**	**82%**	**4,066,871**
Employee Benefit	332,000	370,614	112%	-	112%	282,458
Worker's Compensation	735,949	1,257,334	171%	-	171%	651,041
Liability Insurance	717,003	686,680	96%	-	96%	464,021
Internal Service Funds	**1,784,952**	**2,314,628**	**130%**	**-**	**130%**	**1,397,520**
Library	-	-	0%	-	0%	-
Cemetery	-	-	0%	-	0%	-
Yount	8,000	7,849	98%	-	98%	8,000
Trust Funds	**8,000**	**7,849**	**98%**	**-**	**98%**	**8,000**
Library / Poetry	100,571	71,018	71%	8,200	79%	131,015
Museum	165,800	58,809	35%	5,066	39%	-
Public Safety	822,377	676,767	82%	16,007	84%	735,491
Housing	297,718	99,673	33%	-	33%	137,062
Streets	3,773,841	1,375,965	36%	403,904	47%	1,754,556
Lighthouse	199,450	131,714	66%	-	66%	99,058
Community Development/CDBG	20,000	22,491	112%	39,000	200%	(34,974)
ARPA	828,872	833,240	101%	-	101%	228,414
Downtown/Hospitality Districts	632,400	583,117	92%	-	92%	586,605
Cable Franchise / Other	146,000	97,539	67%	39,000	94%	558,641
Other Funds	**6,987,029**	**3,950,333**	**57%**	**511,177**	**64%**	**4,195,868**
Totals All Funds	**$ 57,033,552**	**$ 49,153,140**	**86%**	**$ 1,739,065**	**89%**	**$ 40,640,671**



General Fund Revenues - FY 2024-25 (Unaudited)
Through June 2025 (Preliminary Results)
100% of Budget Year Complete

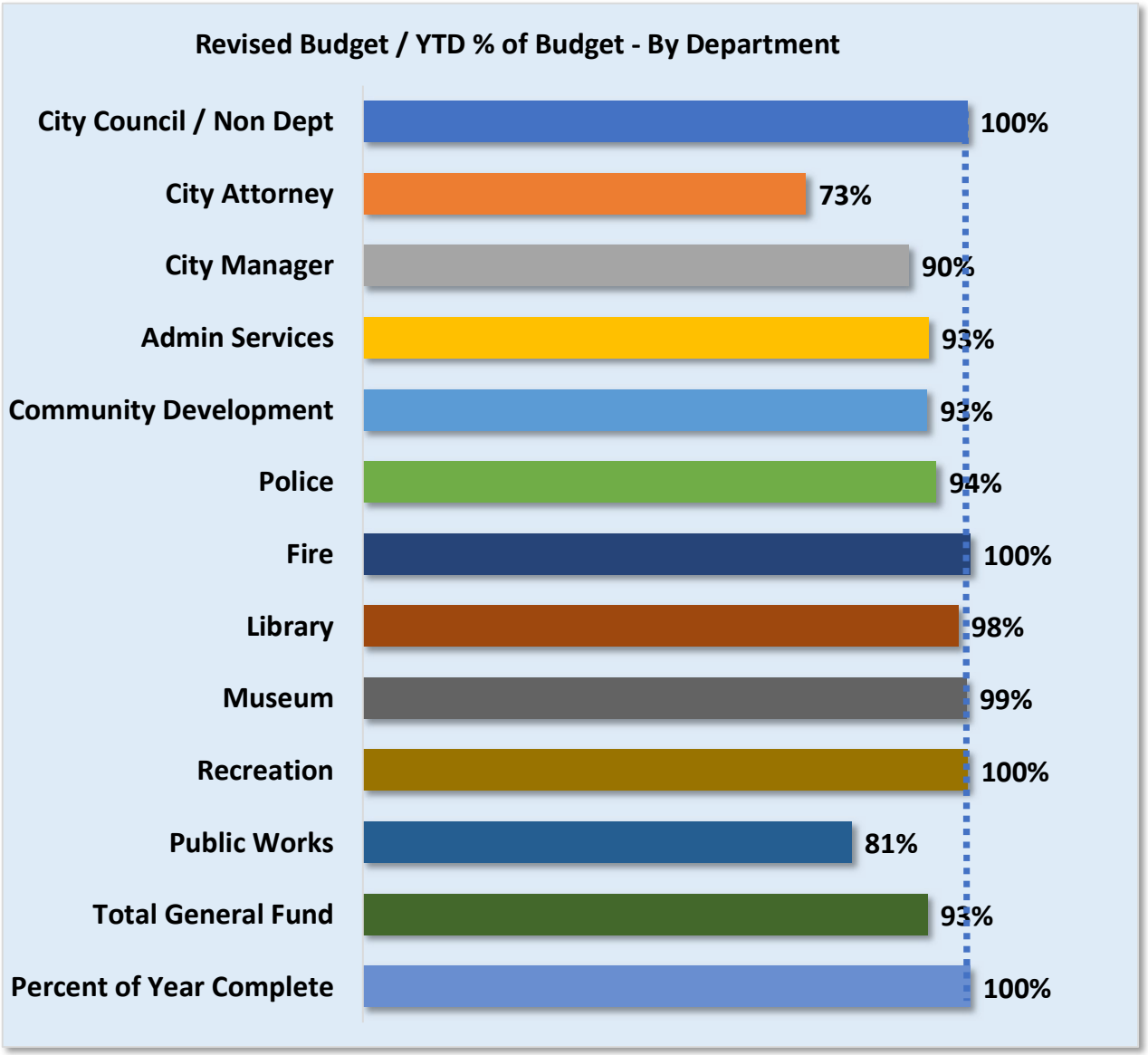
Revenue Account	Revised Budget	YTD Revenues	YTD % of Budget	Year End Projection	Prior YTD Revenues	Prior YTD % of PY Budget
Property Taxes	$ 10,411,000	$ 10,625,123	102%	$ 10,626,000	$ 10,135,764	100%
Sales Taxes	6,094,000	5,182,282	85%	5,183,000	5,975,031	100%
Business License/Cannabis Taxes	583,000	298,287	51%	299,000	697,772	100%
Franchise Taxes	1,659,000	1,265,347	76%	1,266,000	1,635,968	100%
Utility User Taxes	2,043,000	2,321,453	114%	2,322,000	2,320,832	110%
Transient Occupancy Tax	6,922,000	6,937,463	100%	6,938,000	6,730,240	100%
Litter Abatement	210,000	159,319	76%	160,000	202,763	100%
Construction Permits	1,191,000	1,030,971	87%	1,031,000	1,171,235	100%
Zoning Enforcement	283,250	215,517	76%	216,000	205,793	100%
Plan Check Fees	705,000	559,406	79%	560,000	502,812	100%
Parking Meters	373,000	361,489	97%	362,000	337,465	100%
Water Entitlements	575,187	1,612,353	200%	1,613,000	579,659	100%
Interest Earned	250,000	774,415	200%	767,000	485,944	100%
Investment Market Value Gain/Loss	-	287,610	200%	288,000	352,385	100%
Indirect Cost Reimbursement	551,000	552,000	100%	552,000	404,000	100%
Total Major Revenues	**31,850,437**	**32,183,035**	**101%**	**32,183,000**	**31,737,663**	**101%**
Total General Fund Revenues	**$ 33,312,727**	**$ 33,830,706**	**102%**	**$ 33,831,000**	**$ 33,239,016**	**100%**

FY 2022-23 Tax Revenues	Property Taxes	Sales Taxes	BL/Other	Franchise	Hotel Taxes	Utility
	9,330,981	5,614,305	549,856	1,570,875	6,635,688	2,097,934



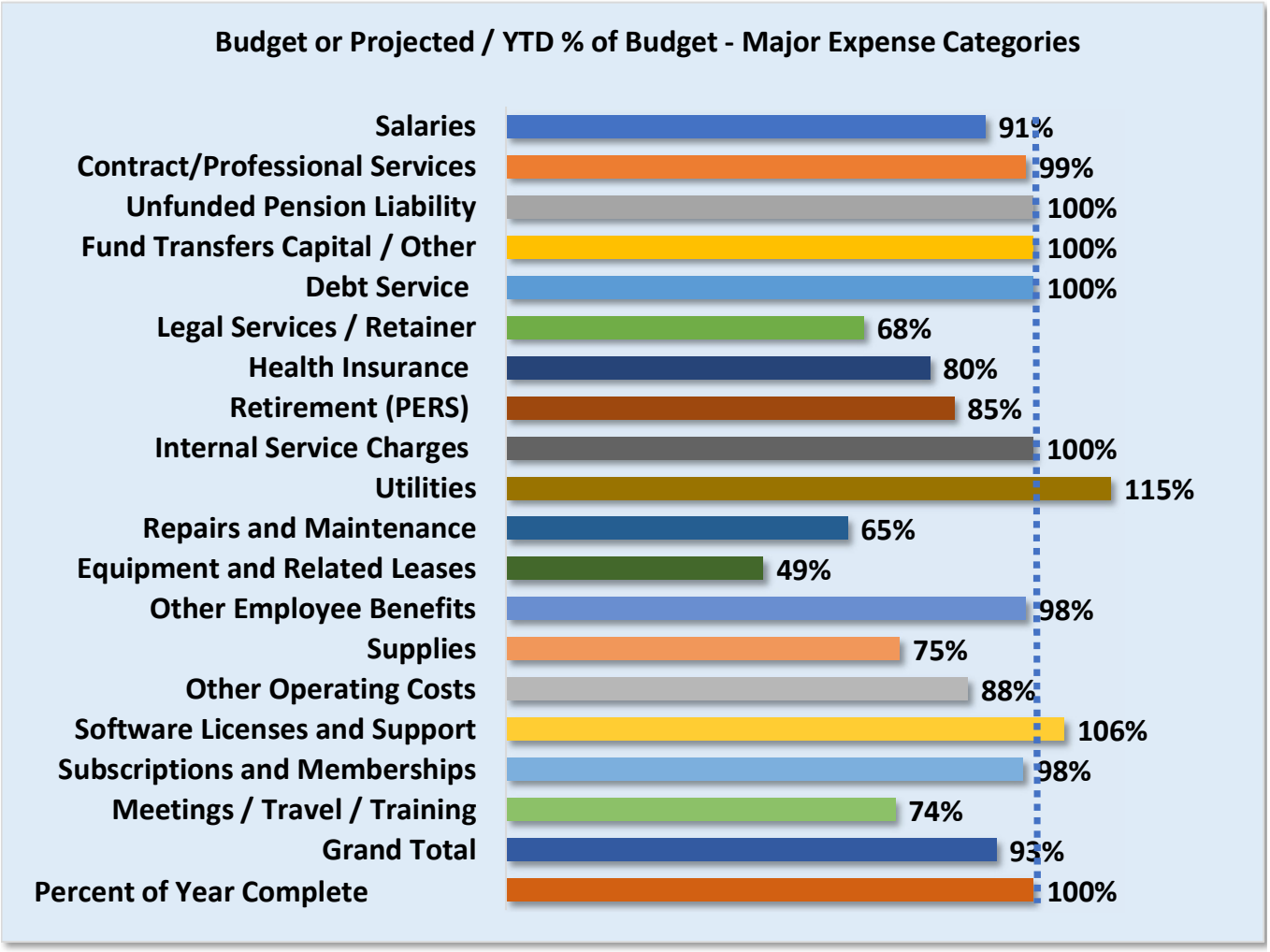
General Fund Expenses (including Transfer) by Department - FY 2024-25 (Unaudited)
Through June 2025 (Preliminary Results)
100% of Budget Year Complete

Department	Revised Budget	YTD Expenditures	YTD % of Budget	Outstanding Purchase Orders	YTD % with POs	Year End Projection
City Council / Non Dept	$ 3,719,309	$ 3,702,456	100%	$ 3,405	100%	$ 3,719,000
City Attorney	1,184,360	864,018	73%	3,367	73%	1,184,000
City Manager	1,681,819	1,512,054	90%	43,568	92%	1,650,000
Admin Services	2,801,693	2,610,317	93%	110,213	97%	3,900,000
Community Development	3,391,158	3,150,849	93%	155,810	98%	3,300,000
Police	10,134,665	9,569,487	94%	78,667	95%	10,000,000
Fire	5,779,600	5,784,086	100%	896	100%	5,770,000
Library	1,247,776	1,223,426	98%	1,976	98%	1,200,000
Museum	384,300	382,111	99%	-	99%	384,000
Recreation	1,683,839	1,678,145	100%	316	100%	1,744,000
Public Works	5,762,860	4,640,824	81%	241,892	85%	5,583,000
Total General Fund	**$ 37,771,379**	**$ 35,117,772**	**93%**	**$ 640,108**	**95%**	**$ 38,434,000**



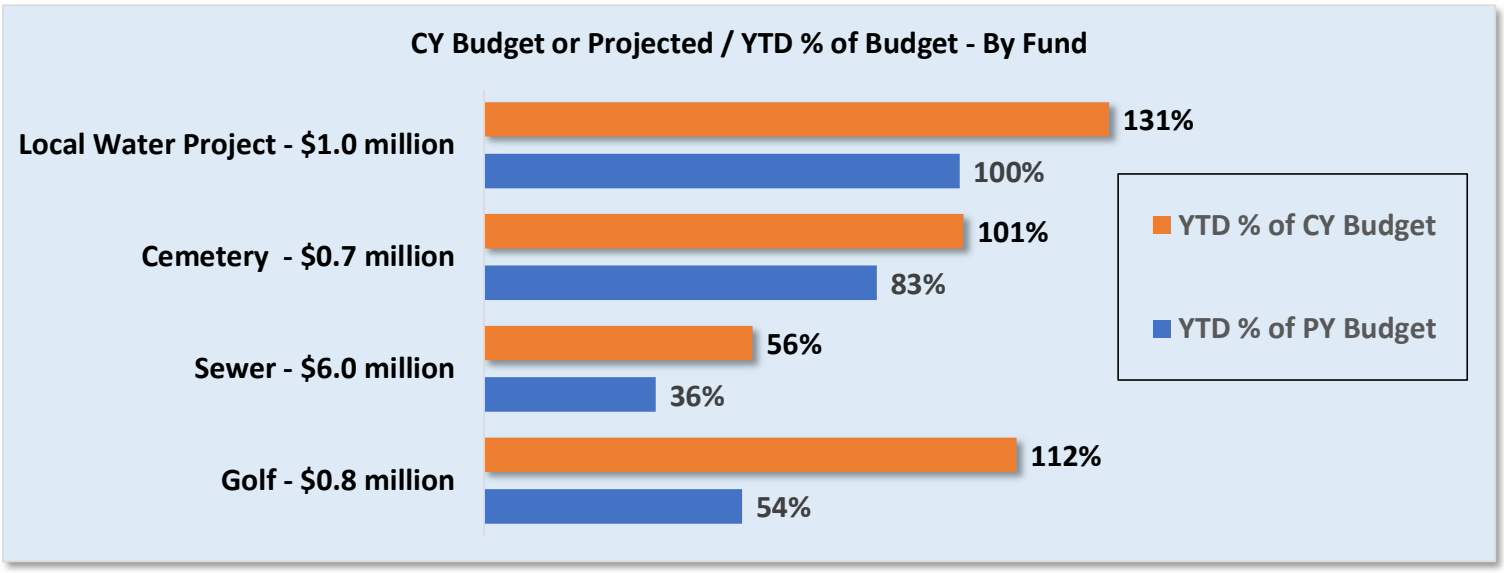
General Fund Expenditure Report - FY 2024-25 (Unaudited)
Through June 2025 (Preliminary Results)
100% of Budget Year Complete

Expense Line Item	Revised Budget	YTD	YTD % of Budget	Purchase Orders	YTD % with POs
Salaries	11,192,302	10,172,143	91%	0	91%
Contract/Professional Services	7,907,001	7,790,818	99%	506,264	105%
Unfunded Pension Liability	4,212,163	4,212,163	100%	0	100%
Fund Transfers Capital / Other	3,722,220	3,722,653	100%	0	100%
Debt Service	1,462,562	1,462,562	100%	0	100%
Legal Services / Retainer	1,293,360	877,309	68%	3,367	68%
Health Insurance	1,278,811	1,027,781	80%	0	80%
Retirement (PERS)	1,114,650	947,031	85%	0	85%
Internal Service Charges	1,090,000	1,089,890	100%	0	100%
Utilities	804,309	922,185	115%	14,651	116%
Repairs and Maintenance	671,050	434,593	65%	11,528	66%
Equipment and Related Leases	649,999	317,146	49%	3,825	49%
Other Employee Benefits	600,748	591,705	98%	0	98%
Supplies	521,203	389,096	75%	11,929	77%
Other Operating Costs	455,850	399,169	88%	31,505	94%
Software Licenses and Support	337,451	357,001	106%	16,665	111%
Subscriptions and Memberships	282,200	276,788	98%	40,375	112%
Meetings / Travel / Training	175,500	129,486	74%	0	74%
Grand Total	**$ 37,771,379**	**$ 35,119,520**	**93%**	**$ 640,108**	**95%**



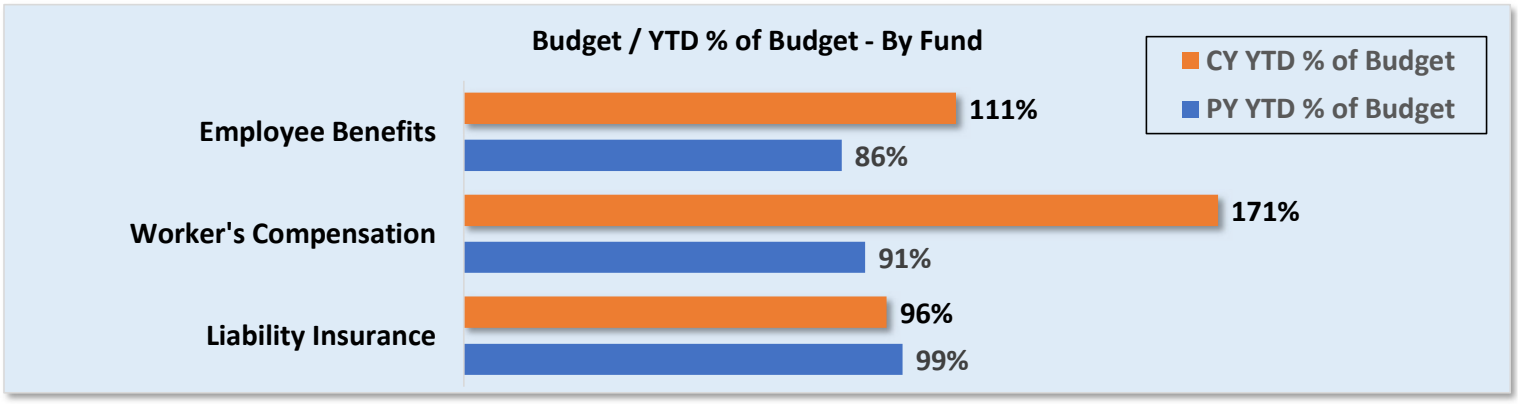
Expense Report by Object - Enterprise Funds - FY 2024-25 (Unaudited)
Through June 2025 (Preliminary Results)
100% of Budget Year Complete

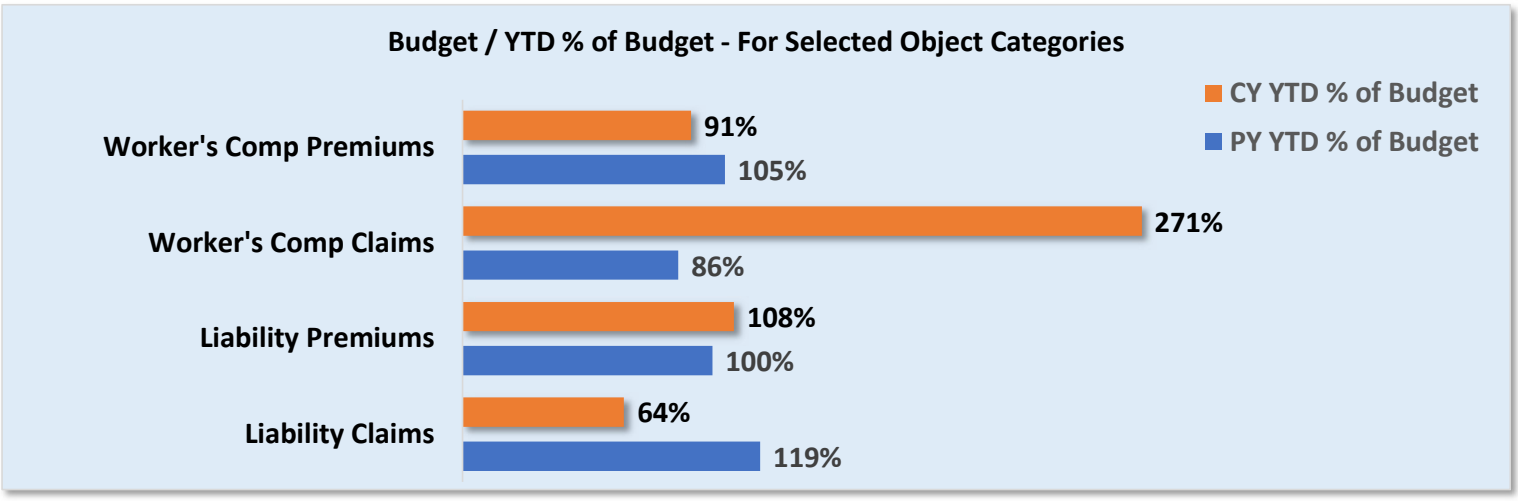
Fund / Expense Line Item	CY BUDGET	CY Expenses	% CY Budget	PY Budget	PY Expenses	% PY Budget
74 - Local Water Project	**1,360,925**	**1,788,280**	**131%**	**972,449**	**972,048**	**100%**
Supplies And Services	25,000	1,467	6%	15,000	1,428	10%
Contract Services	419,476	497,952	119%	410,000	422,363	103%
Fund Transfers	350,000	350,000	100%	0	0	#DIV/0!
Indirect And ISF Charges	50,000	50,000	100%	31,000	31,000	100%
Debt Service	206,449	206,448	100%	206,449	205,778	100%
Project Utilities	310,000	682,413	220%	310,000	311,479	100%
Cemetery Services And Supplies	**720,349**	**726,066**	**101%**	**704,746**	**581,635**	**83%**
Services And Supplies	114,650	89,452	78%	170,750	147,897	87%
Salaries And Benefits	315,699	274,822	87%	224,996	164,871	73%
Indirect Costs And Isf Charges	169,000	169,000	100%	120,000	119,000	99%
Utilities	121,000	192,792	159%	189,000	149,867	79%
Sewer Debt Service / Asbs Grant	**6,032,635**	**3,407,056**	**56%**	**6,262,165**	**2,259,202**	**36%**
Debt Service	89,689	88,689	99%	86,815	20,336	23%
Other Operating Costs	394,069	119,256	30%	394,069	126,666	32%
Capital Improvements	3,248,637	986,767	30%	3,633,560	0	0%
Employee Salaries	637,237	629,571	99%	578,069	563,853	98%
Contract Services	374,725	503,189	134%	374,725	409,706	109%
Employee Benefits	174,278	156,485	90%	166,362	163,071	98%
Indirect Cost / ISF Charges	423,000	423,000	100%	376,000	375,000	100%
Maintenance Services	450,000	279,408	62%	429,565	409,799	95%
Unfunded Pension Liability	141,000	141,000	100%	123,000	123,000	100%
Utilities	100,000	79,691	80%	100,000	67,772	68%
Golf Cip And Equipment	**755,057**	**845,333**	**112%**	**705,098**	**382,323**	**54%**
Capital Projects And Equipment	108,000	108,789	101%	68,000	112,372	165%
Services And Supplies	30,000	0	0%	30,000	21,929	73%
Debt Service	272,057	272,004	100%	272,098	62,981	23%
Utilities	20,000	24,568	123%	20,000	22,290	111%
Indirect Cost Allocation	20,000	20,000	100%	10,000	10,000	100%
Utilities	305,000	419,972	138%	305,000	152,752	50%
	$ 8,868,966	**$ 6,766,735**	**76%**	**$ 8,644,458**	**$ 4,195,208**	**49%**



Internal Service Funds Expense Report - FY 2024-25 (Unaudited)
Through June 2025 (Preliminary Results)
100% of Budget Year Complete

Fund / Expense Line Item	CY BUDGET	CY Expenses	% CY Budget	PY Budget	PY Expenses	% PY Budget
70 - Employee Benefit Fund	**332,000**	**369,989**	**111%**	**330,000**	**282,458**	**86%**
Other Costs	89,000	100,641	113%	80,100	83,549	104%
Health Benf. Reimbrmst	57,000	41,234	72%	62,000	53,060	86%
Health Insurance Cost	183,000	228,692	125%	185,000	142,998	77%
Unemployment Claims	3,000	-577	-19%	2,900	2,851	98%
71 - Workers Compensation	**735,949**	**1,257,334**	**171%**	**844,566**	**767,765**	**91%**
Services And Supplies	25,000	6,713	27%	24,500	11,259	46%
Salary And Benefits	55,949	24,170	43%	20,066	17,807	89%
Insurance Premiums	305,000	277,919	91%	275,000	287,582	105%
Insurance Claims	350,000	948,533	271%	525,000	451,118	86%
72 - Liability Insurance	**717,003**	**686,680**	**96%**	**905,500**	**899,381**	**99%**
Services And Supplies	39,200	10,820	28%	256,200	226,300	88%
Salaries And Benefits	49,803	45,459	91%	34,300	32,517	95%
Insurance Premiums	515,000	557,706	108%	470,000	468,430	100%
Insurance Claims	113,000	72,695	64%	145,000	172,134	119%
Grand Total	**$ 1,784,952**	**$ 2,314,003**	**130%**	**$ 2,080,066**	**$ 1,949,603**	**94%**





Other Related Information for Insurance Funds:

Recommended Reserve Levels:	65% of outstanding liabilities for Insurance ISF Funds
Self Insured Retention Amount:	$150,000 per occurrence
New Claims for Quarter:	↓ 4 (9 compared to 13 in same quarter of prior fiscal year)
Claims Outstanding:	↑ 3 (38 compared to 35 in same quarter of prior fiscal year)

City of Pacific Grove, California
Fund Numbers and Descriptions

General and Capital Project Funds

General Fund - Accounts for funds not accounted for and reported in another fund, including the following subfunds:

- General Fund (01)
- Civic Center (14)
- Drug Awareness (21)
- Asset Seizure (22)
- Stillwell Children's Pool (24)
- Youth Center Donation (25)
- Operating Donations (31)
- Vehicle Replacement (32)
- Storm Water (44)
- Small Business Assistance (48)
- Reiko Koo Estate Donation (93)

Capital Projects (63) - Accounts for capital projects funded fully or in part by discretionary General Fund revenues.

Enterprise Funds

Cemetery (75) - Accounts for revenue from El Carmelo Cemetery site sales and the Little Chapel lease.

Local Water Project (74) - Accounts for the reclamation plant's operation, treatment, and sale of recycled water.

Sewer (76,78) - Accounts for the City's sewer operations and maintenance (76) and provides funds for sewer lateral loans (78).

Golf Course (77) - Accounts for the concessionaire leases for the golf course, property improvement costs, and debt service.

Internal Service Funds

Employee Benefit (70) - Accumulates contributions from departments to pay for a variety of employee benefit costs.

Workers' Compensation (71) – Accumulates contributions from departments to pay for premiums, claims and administrative costs.

Liability Insurance (72) – Accumulates contributions from departments for claims, legal costs, and insurance premiums.

Trust (Permanent) Funds

Library (85) - Retains donations and bequeaths for the benefit of Library materials and collections.

Cemetery (86) - Accounts for perpetual expenses; and preservation of burial sites, grounds, paths, roadways and structures.

Yount (90) - Supports beautification of the City and minor improvements to education or recreational facilities.

Other Funds

Library / Poetry (7,11,40) – Accounts for funds to support the promotion of poetry and library improvements and equipment.

Museum (8) – Accounts for donations designated for improvements to the City's museum of natural history.

Public Safety (12,42-45) – Accounts for funds in support of fire and police safety programs, SRO and 911 services and equipment.

Housing (15,28,36) – Accounts for affordable housing activities for residents and seniors and supports loans for affordable housing.

Streets (17-20,47) – Accounts for Gas and RMRA taxes, Measure X, and other grant funds for street maintenance and improvements.

Lighthouse (27) – Supports the operation at the Point Pinos Lighthouse including staffing, supplies, maintenance and improvements.

Community Development/CDBG (5,34,55) – Accounts for Community Development Block Grants and other department activities.

ARPA (84) – Accounts for funds received and expenditures from the American Rescue Plan Act provided by the federal government.

Downtown/Hospitality Districts (9-10) – Funds support the Chamber of Commerce and Convention/Visitor's Bureau operations.

Cable Franchise / Other (6, Other) – Funds programming on public access television (PEG) and other donations and grants, including:

- ASBS Grant (79)
- Coastal Conservancy Grant (69)
- Operating Grants (30)
- Yount Income (41)
- Strong Disbursements (46)
- Carillon Fund (03)
- Chautauqua Hall (26)
- Mcindoo Donation (92)

City of Pacific Grove

General Fund Revenue Overview

Information related to major revenues categories is provided within this section. All graphs are in millions.

Property Taxes

Property tax revenues are received in December and April, with a minor amount in June. Proposition 13 sets FY 75-76 assessed values as the base year, with a growth rate limited to 2% for future years. The County Assessor also reappraises each real property parcel when there are purchases, construction, or other statutorily defined changes in ownership. Proposition 13 limits the property tax to 1% of each property's full value, plus additional percentages for voter approved indebtedness. The City receives approximately sixteen cents of every dollar of property tax. Variations can result from timing differences, changes in assessed valuations, new developments and property sales during the year.



Sales Tax

Voters approved Measure A, a new 0.50% transaction and use tax. This increased the combined sales tax rate to 9.25% in October 2022. The General Fund portion of the City sales tax is comprised of a 1% Bradley-Burns statutory sales tax rate; and Measure U, a 1% transaction and use tax that was approved by voters in 2008. Restaurants and Hotels are the largest providers of sales tax to the City, followed by businesses in the building and construction category and from the County/State sales tax pool. Variances can occur annually resulting from timing differences, changes in car sales and online purchases, the two largest categories of its use tax, and from variances in tourism in the area.



Transient Occupancy Tax (TOT)

TOT is a lodging tax received on a monthly basis that is collected on overnight rental accommodation stays of 30 consecutive days or less. In 2010, the City updated its municipal code and began collecting TOT on residential or short-term rental properties (STRS). In Fiscal Year 17/18, the City approved an ordinance to reduce the number of short-term rentals, effective April 30, 2019. A one-time lottery was also conducted that eliminated 51 STR licenses to meet the ordinance's new density requirements. In November of 2018 voters approved Measure U, increasing the TOT rate to 12%. This increased tax was partially offset by Measure M, eliminating STRs outside of the Coastal and Commercial zones. Variances can be affected by timing differences and changes in room and hotel occupancy rates.



Other Taxes

The City imposes a utility users' tax on residents and businesses that utilize water, gas, electricity, telephone, and cable services. This tax is assessed at a rate of 5% of the amount charged by the utility; and it is paid by the person consuming the service. The amount of revenues received is affected by timing differences and updates to the underlying rate structures or new development projects.



The City grants franchises to utilities to construct, maintain, lay infrastructure, or operate transportation on or over streets, alleys, lanes, or other public places within the City. New franchises or their renewal are levied a tax of at least 2% of gross annual receipts from franchises within the City.

The City charges a business license tax on entities doing business within the City. The tax rate is based upon gross receipts of the previous calendar year, with a minimum annual tax of $15 and a maximum of $3,000. The tax is payable on July 31st of each year along with a business improvement district assessment of 35% of the tax. The amounts can vary annually due to timing differences and periodic external audits and changes in business activity.

City of Pacific Grove

Departmental Expenditure Overview / Variance Analysis

Note that expenditures for most operating departments include amounts budgeted for personnel costs, including allocations for payment of the City's unfunded pension liability, meeting and travel costs (except the City Attorney, Fire and Museum departments, operated on a contract basis), and internal service charges for support provided by other departments. In addition, most departments include allocations for utilities and contracted professional services. The departments' budgets also include the following, with the overall variances for the departments being related to changes from year to year in costs incurred for these items and the items previously noted:

General Fund

City Council – Includes annual association memberships

City Attorney – Includes the legal retainer and contract legal services

City Manager – Includes economic development and human resources programs and consultants

Administrative Services – Includes contracted technology services, bank fees, leases for equipment and cloud based services, communication / phone services, software licenses, computer equipment / support and repairs

Community Development – Includes contracted building, planning and dept legal professional services, bank fees, advertising for bidding, leases for equipment and cloud based services and software licenses

Police – Includes dept legal services, communication / phone services, bank fees, safety and computer equipment / support, vehicle fuel and dept related debt service payments and fund transfers

Fire – Includes contracted fire services, repairs, fire prevention services and dept related debt service / transfers

Library – Includes new library books, leases for equipment and cloud based services and building repairs

Museum – Includes the operation of the museum and building repairs

Public Works – Includes maintenance of buildings, equipment, grounds and trees, street cleaning, maintenance of the fleet, leases for equipment and cloud based services, supplies and services and communication charges

Recreation - Includes bank fees, advertising for recreation programs, building repair and operating supplies

Enterprise / Internal Service Funds

Local Water Project – Funds equipment and its debt service payments. This fund may exceed budget by year end due to higher than expected utility costs

Cemetery – Includes its staffing and for operating supplies

Sewer– Funds maintenance, equipment and vehicle repairs, equipment, supplies, capital and debt service

Golf – Includes operations, improvements and for its debt service.

Employee Benefit – Includes contributions for various employee benefits

Worker's Compensation / Liability Insurance – Funds claims, administration and insurance premiums

See additional details on capital expenditures for these funds in the City's separate quarterly capital project report.

Other Funds

Several of the City's funds will require mid-year adjustments due to the carryover of several capital projects from Fiscal Year 2023-24 to Fiscal Year 2024-25, as shown in detail on the City's separate quarterly capital project report. These include the following funds:

- Museum (Fund 08)
- Local Streets / Roads (Fund 17)
- ARPA (Fund 84)
- RSTP / TAMC Transportation (Fund 20)
- Lighthouse (Fund 27)
- Road Maintenance RMRA (Fund 47)
- General Fund Capital Projects (Fund 63)
- Sewer (Fund 76)

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:	September 17, 2025
SUBJECT:	Report on the August 25, 2025 City/PGUSD Joint Subcommittee Meeting
CEQA:	Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Receive and File Report on the August 25, 2025 City/PGUSD Joint Subcommittee Meeting

DISCUSSION
On August 25, 2025, the City/PGUSD Joint Subcommittee of Mayor Smith, Mayor Pro Tem Amelio, President Hazen, Trustee Wachs Superintendent Adamson, Assistant Superintendent Jorn, Public Works Director/Deputy City Manager Gho, Chief Day, Deputy City Manager Halabi, and the City Manager held a Joint Subcommittee Meeting to discuss topics of interest to both entities and to form a better partnership.

Below is a summary of the Agenda items discussed, and feedback received.

A. Communications/Updates from PGUSD and City
Mayor Smith provided a short presentation update on City department activities (see Attachment No. 1).

B. Robert H. Down Elementary School Traffic (Pine Avenue)

Public Works Director/Deputy City Manager Gho presented a working plan that is designed to create semi-permanent (stripping, glued down flexible bollards) student drop off/pick up lanes on Pine Avenue in front of the school (see Attachment No. 2). The concept plan is being presented to the City's Traffic Safety Commission to begin the process of refining the safety improvements so they can be reviewed by Council and implemented. Comments regarding the plans were supportive, and included:

- Everyone commented they like the plan and want to see it implemented.
- Set up works well in other places. Management will be key.
- Need to consider ADA drop-off areas.
- Since this is a semi-permanent installation, we can refine it if the new traffic control measures don't work as well as we want them to.
- PGUSD staff indicated they are trying to fill crossing guard position(s).

The intersection of Spruce and 13th was also discussed. All expressed appreciation for recent city efforts to improve the area with loading zone curb/red curb expansions and the installation of DG for a pedestrian path on 13 th between Spruce and Junipero. The only concern is no dedicated bike lane and the fact that the path ends where it intersects a single-family property to the east of south of the school

before you get to Junipero on 13th. City staff agreed to investigate the feasibility of working with the property owner to extend it, but it isn't clear if it is City property or private property. Also, the matter of fire lane requirements will be investigated.

Other general discussion comment concerned the need for bike lanes for students to use to get to and from school.

C. Employee Housing Discussion

Trustee Wachs spoke about the topic of providing affordable housing opportunities to PGUSD employees. He has learned about public private partnerships to construct affordable housing and wanted to understand the possibilities in Pacific Grove. Both the City and PGUSD discussed some of the possibilities and constraints that we will need to evaluate and consider, but the conversation will continue. On the City's work plan there is an action item to identify a favored site in the City to provide for an affordable housing project. The City will be having these discussions later this year or early next year.

D. Safety Collaboration with PGPD

Police Chief Day and Superintendent Adamson spoke on efforts to collaborate on safety matters at the schools. The Chief is not participating in the monthly PGUSD staff safety meetings and discussions on how to further increase measures is ongoing. Comments heard from the public on this matter included:

- It has been helpful for PGUSD parents to learn more about the legal operations of e-bikes and scooters.
- A forum for parents to hear about issues and speak with the Chief when incidents happen would be very helpful.

E. Safe Routes to School

Public Works Director/Deputy City Manager Gho discussed various Capital Improvement Projects that help foster safe routes to school. One specific project is a sidewalk infill project just approved and kicked off that will complete sidewalks on Congress from Lighthouse to Sinex and then on Sinex to the Jr. High on Forest. Another is the improvement along Sunset that are in design. Comments from Committee members were for us to consider additional steps working the TAMC to plan for additional safety amenities. Also discussed was the idea of adding bike lanes on streets not as heavily traveled as Sinex for example. Last was a concern that we need to enforce daylighting laws more aggressively.

F. Future Subcommittee Meetings

City staff and PGUSD staff have assessed and discussed the effectiveness of the Sub Committee over its first year. The discussions centered on how to further enhance the working relationship between the City and PGUSD. One observation is that the initial sub committee structure may be too formal or structured to foster the more collaborative, responsive and effective partnership each side wished to achieve. A more formal structure actually inhibits ongoing working collaborations as between staff to more quickly address challenges and concerns. The City Manager discussed recent action taken by the City Council to approve a less formal structure. This structure includes the appointment of the Mayor as the representative, staff to attend and support, and the committee to meet twice a year. Staff level meetings between the City and PGUSD will be held quarterly.

The less formal structure already has the support of President Hazen and Trustee Wachs and will be proposed to the full PGUSD Board of Trustees at an upcoming board meeting.

OPTIONS

Discuss and take an alternative action.

FINANCIAL IMPACT:

There are no financial impacts as a result of this item.

FOCUSED PRIORITY AREA: Not Applicable.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: September 17, 2025

SUBJECT: Monterey Salinas Transit Meeting Minutes for August 11, 2025

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

RECOMMENDATION

Receive the minutes.

Attachments

MST Minutes

MEETING OF THE MST BOARD OF DIRECTORS

Meeting Minutes
August 11, 2025
9:00 a.m. (Pacific)

Present:	Mary Ann Carbone, Chair	City of Sand City
	Jeff Baron, Alternate	City of Carmel-by-the-Sea
	Kim Shirley	City of Del Rey Oaks
	Mike LeBarre	City of King
	Ed Smith	City of Monterey
	Joe Amelio	City of Pacific Grove
	Tony Barerra	City of Salinas
	Dave Pacheco	City of Seaside
	Fernando Cabrera	City of Soledad
	Luis Alejo	County of Monterey
Absent:	Lorraine Worthy, Vice Chair	City of Gonzales
	Ariana Rodriguez	City of Greenfield
	Liesbeth Visscher	City of Marina
Counsel:	Michael D. Laredo	General Counsel, De Lay & Laredo
Staff:	Carl Sedoryk	General Manager/CEO
	Lisa Rheinheimer	Deputy CEO
	Kelly Halcon	Chief Human Resources Officer
	Michael Kohlman	Chief Information Officer
	Norman Tuitavuki	Chief Operating Officer
	Michelle Overmeyer	Director of Planning and Innovation
	Jeanette Alegar-Rocha	Deputy Secretary/Clerk to the Board
	Andrea Williams	Finance Manager
	Beronica Carriedo	C/S and Community Relations Supervisor
	Cristy Sugabo	Mobility Manager
	Christine Church	Compliance Officer
	Daniel Rodriguez	Customer Service Representative
	Danitza Lopez	Human Resources Assistant
	Ezequiel Rebollar	IT System Engineer
	Hector Suarez	Payroll Specialist
	Ikuyo Yoneda-Lopez	Marketing and Communications Manager
	Jacob Huggins	IT Specialist

	Jason Anderson	Drug and Alcohol Coordinator
	Jose Sanchez Barajas	Assistant Planner
	Kevin Allshouse	Contract Services Manager
	Luiza Hatlestad	Mobility Specialist
	Manny Villarreal	IT Specialist
	Marzette Henderson	Transportation Manager
	Melissa Valadez	HR Supervisor
	Michelle DiPretoro	Inventory Specialist
	Paul Lopez	Facilities Manager
	Rolando Munoz	Mobility Specialist
	Scott Taylor	Information Technology Manager
	Sonjé Dayries	Civil Rights Officer
	Susie Flores	Grants Analyst
	Ursulla Scardina	Communications Specialist
Public:	Jerry Benson	3rd Wind Leadership LLC
	Huei Villa	Member of the Public
	Andrew Brown	Member of the Public
	Michelle Adams	City of Sand City
	Jean Rasch	City of Monterey
	Christine Watson	TAMC
	Javier Gomez	County of Monterey

1. CALL TO ORDER

1-1. Roll Call.

1-2. Pledge of Allegiance

Chair Carbone called the meeting to order at 9:00 a.m. Roll call was taken and a quorum established. Director Pacheco led the pledge of allegiance.

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

General Manager/CEO, Carl Sedoryk reviewed highlights of the Agenda.

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Huei Villa commented that MST needs to look into more resources to support MST RIDES services in South County.

Andrew Brown commented on the need for additional services for South County, specifically to Hartnell College.

Director Alejo arrived at 9:08 a.m.

Director Cabrera arrived at 9:10 a.m.

3. CONSENT AGENDA

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

3-1. Financial Reports – June 2025 (Lori Lee) (Page 7)
   a) Accept Report of June 2025 Cash Flow
   b) Approve June 2025 Disbursements
   c) Accept report of June 2025 Treasury Transactions

3-2. Approve Minutes of the MST Board Meeting July 14, 2025. (Jeanette Alegar-Rocha) (Page 19)

3-3. Receive Draft Minutes of the RTA Board Meeting on July 14, 2025. (Jeanette Alegar-Rocha) (Page 25)

3-4. Adopt Resolution 2026-02 Approving Monterey-Salinas Transit District's (MST) Updated Zero Emission Bus (ZEB) Rollout Plan for Submission to the California Air Resources Board (CARB) in Compliance with the Innovative Clean Transit (ICT) Regulation. (Norman Tuitavuki) (Page 29)

3-5. Approve Resolution 2026-03 Authorizing the General Manager/CEO or their Designee to Execute Grant Documents for Sustainable Transportation Planning Grant Program Funds (Susie Flores) (Page 61)

End of Consent Agenda

There were no public comments on the Consent Agenda.

On a motion by Director Alejo and seconded by Director LeBarre, the Board unanimously approved the Consent Agenda with Directors Rodriguez, Visscher, and Worthy noted as absent.

4. RECOGNITIONS AND SPECIAL PRESENTATIONS

None.

5. PUBLIC HEARINGS

None.

6. ACTION ITEMS

6-1. Strategic Planning, Workshop Part 2 of 2. (Carl Sedoryk / Jerry Benson)

   a) Review Pre-work from Workshop, Part 1,
   b) Review Community Issues and Priorities,

c) Breakout Discussion on Agency Purpose, Mission, and Values,
d) Breakout Discussion on Strengths, Weaknesses, Opportunities, and Challenges,
e) Breakout Discussion and Selection of Strategies and Goals, and
f) Group Exercise on MST Vision.

Jerry Benson from 3rd Wind Leadership LLC facilitated the strategic planning workshop part 2. A draft strategic plan will be provided to the Board in the following months for further review and direction.

7. PUBLIC HEARINGS

None.

8. REPORTS & INFORMATION ITEMS

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

8-1. General Manager/CEO Monthly Report – June 2025 (Page 65)

8-2. Federal Legislative Advocacy Report – (Page 67)

8-3. State Legislative Advocacy Update – (Page 71)

8-4. Staff Trip Reports – (Pages 75-89)

8-5. Correspondence – None

9. BOARD REPORTS, COMMENTS, AND REFERRALS

9-1. Reports on Meetings Attended by Board Members at MST Expense. (AB 1234)

9-2. Board Member Comments and Announcements.

9-3. Board Member Referrals for Future Agendas.

10. ATTACHMENTS

10-1. The Monthly Report for June 2025 can be viewed online: http://mst.org/about-mst/board-of-directors/board-meetings/

11. CLOSED SESSION

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

None.

12. ADJOURN

With no further business to discuss, Chair Carbone adjourned the meeting at 12:47 a.m. (Pacific).

Prepared by: _____ Reviewed by: _____

Jeanette Alegar-Rocha
Deputy Secretary/Clerk to the Board

Carl G. Sedoryk
General Manager/CEO

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: George Fuerst, Environmental Program Manager

MEETING DATE: September 17, 2025

SUBJECT: Waste Hauler Franchise Agreement Matters Memorandum of Understanding with ReGen Monterey and Participating Member Agencies

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

RECOMMENDATION

1. Approve the Memorandum of Understanding with ReGen Monterey and participating member agencies regarding assistance with franchise agreement matters; and
2. Authorize the Mayor to sign the MOU on behalf of the City of Pacific Grove.

DISCUSSION

The City of Pacific Grove, along with other participating member agencies of the Monterey Regional Waste Management District (ReGen Monterey), is entering into a regional effort to coordinate and prepare for the next generation of solid waste collection franchise agreements.

The participating agencies—Carmel-by-the-Sea, Del Rey Oaks, Marina, Pacific Grove, Sand City, Seaside, and Pebble Beach Community Services District—have determined that coordination in planning, negotiation, and administration of franchise agreement matters will improve efficiency, reduce duplicative costs, and strengthen negotiating positions.

The proposed Memorandum of Understanding (MOU) establishes a framework for ReGen Monterey to manage coordination activities on behalf of the member agencies. These activities include:
• Supporting development of future franchise agreements through public engagement, solicitation document drafting, RFP process support, and negotiation assistance.
• Coordinating with third-party consultants for surveys and technical support.
• Facilitating Technical Advisory Committee (TAC) Franchise Subcommittee meetings among agency staff.
• Providing cost-sharing and accounting to ensure equitable distribution of expenses.

The estimated cost for the multi-year Coordination Activities is $534,620, with equal cost-sharing among the seven participating agencies. Each agency, including the City of Pacific Grove, will contribute 14.29% (~$76,374) over the course of the project.

The TAC Subcommittee has reviewed the final draft MOU and recommended its approval by all

member agencies. Participation in this MOU allows the City of Pacific Grove to leverage regional expertise and resources while ensuring representation in the planning and negotiations of future franchise agreements.

OPTIONS

Alternatively, discuss and take other action related to this item.

FINANCIAL IMPACT:

City of Pacific Grove's proportionate share of the estimated cost is $76,374, representing 14.29% of total costs. Funding will be budgeted across approximately five fiscal years as invoices are received from ReGen Monterey. ReGen will invoice agencies annually based on actual costs incurred.

As provided in Section 5 of the MOU, no later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to Exhibit A of the MOU, including establishing a budget for services in each Fiscal Year.

ReGen will submit invoices to the Participating Member Agencies on an annual basis (or more frequently, if requested) to reimburse ReGen for the Participating Member Agency's proportionate share of the actual cost of services incurred under this MOU in the invoice period. Participating Member Agencies shall endeavor to make payment within forty-five (45) days after receipt of the invoice. Historically, some franchise agreements have included stipulations that funds used for consulting services on franchise agreement matters were later to be reimbursed by the franchise holder.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

MOU Franchise Agreement Matters

Exhibit A Detailed Activites and Costs

Exhibit B Proportionate Shares and Costs

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA REGEN MONTEREY AND ITS PARTICIPATING MEMBER AGENCIES REGARDING ASSISTANCE WITH FRANCHISE AGREEMENT MATTERS

This Memorandum of Understanding ("MOU") is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA REGEN MONTEREY ("ReGen Monterey," or "ReGen"), a California Garbage and Refuse Disposal District, and its participating member agencies the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, PACIFIC GROVE, SAND CITY, and SEASIDE; and the PEBBLE BEACH COMMUNITY SERVICES DISTRICT ("Participating Member Agencies"). Collectively these entities shall be known herein as "Parties" or individually as a "Party."

Recitals

A. The Participating Member Agencies have jurisdiction and authority to make adequate provisions for solid waste collection within their territories. The Participating Member Agencies have certain rights and interests related to administration and management of their existing franchise agreements, planning for future franchise agreements, and other matters within the Participating Member Agencies' jurisdiction related to solid waste.

B. The Participating Member Agencies have determined that it is in their best interest to coordinate some of these activities. This coordination is being facilitated by ReGen Monterey's Technical Advisory Committee (TAC) through a subcommittee comprised of staff from each Participating Member Agency and ReGen.

C. The Participating Member Agencies have further determined that ReGen Monterey has the expertise and resources necessary to support the Participating Member Agencies in their implementation of these activities and have now requested that ReGen incur costs to provide these activities.

D. The Participating Member Agencies have agreed to reimburse the ReGen Monterey for proportionate shares of certain costs incurred by the ReGen for these activities.

E. The form and content of this MOU have been presented to the TAC subcommittee, and the TAC subcommittee has recommended it for approval by the Parties.

NOW THEREFORE, in consideration of the mutual benefits to be derived by ReGen Monterey and the Participating Member Agencies, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. Recitals: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Participating Member Agencies to authorize ReGen Monterey to perform certain activities to support the Participating Member Agencies' in their administration and management of their existing franchise agreements, plan for future franchise agreements, and implement other matters within the Participating Member Agencies' jurisdiction related to solid waste ("Coordination Activities"), and reimburse ReGen for such Coordination Activities it performs.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of coordinating the Coordination Activities.

Section 4. Term: This MOU shall become effective on the date of its full execution by the Parties and shall remain in effect until the services are completed, or it is earlier terminated in accordance with Section 8 of this Agreement.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work for the Coordination Activities, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Participating Member Agencies is set out in Exhibit B, entitled Participating Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to Exhibits A and B; subject to approval of such modified Exhibits A and B by ReGen Monterey and each Participating Member Agency, this MOU shall be deemed amended to incorporate such modified Exhibits A and B.

Section 6. ReGen Monterey Agrees:

(a) ReGen staff will manage the Coordination Activities as identified in Exhibit A, which activities may include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC subcommittee, ReGen will invoice Participating Member Agencies for each Participating Member Agency's proportionate share of estimated costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Participating Member Agency's estimated share of costs.

(c) ReGen Monterey will maintain an accounting of activities and actual incurred costs and provide reconciliation of payments annually. Differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Participating Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

Section 7. The Participating Member Agencies Agree:

(a) To reimburse ReGen Monterey for all expenses incurred by ReGen under this MOU in accordance with each Participating Member Agency's proportionate share as shown on Exhibit B.

(b) To make a full-faith effort to cooperate with one another and with ReGen Monterey to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Early Termination. Any Party may terminate its participation in this MOU effective at the conclusion of a phase of work (as described in Exhibit A) upon giving written notice to the other Parties. Within ten (10) days following a Party's termination date, such party shall pay ReGen all charges then due and payable and shall pay when determined any additional charges in effect prior to their termination date, that shall later come due under the MOU, as provided in and subject to the limits set out in Exhibits A and B. The costs for the scope of work occurring after the effective date of any such early termination shall be reallocated among the remaining Participating Member Agencies and this MOU shall be deemed amended to incorporate such reallocation in Exhibit B.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party; provided however, no Participating Member Agency may assign its respective rights or obligations under this MOU without the prior written consent of ReGen Monterey.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute between the Parties will be the Superior Court of California of the County of Monterey.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU. A signature delivered on any counterpart by electronic means will for all purposes be deemed to be an original signature to this MOU. The term "electronic means" means one that is executed by applying an electronic signature using technology mutually acceptable to the Parties.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the Parties and must be rectified by amending this MOU.

(g) This MOU supersedes and replaces all prior MOUs between the Parties hereto relating to the subject matter of this MOU.

(h) Nothing in this MOU may be construed as giving a Party the right or ability to bind the other Party and nothing in this MOU may be construed to create any joint liability with regard to, or as a result of, the activities undertaken by the other Party or its agents. All officers, directors, employees, representatives, and agents of a Party will remain the officers, directors, employees, representatives, and agents of that Party and will be subject to the laws, procedures, rules, and policies governing such Party.

(i) Nothing herein may be considered as creating any rights and/or obligations by any of the Parties to this MOU to any third parties, beyond those otherwise required and established by law.

(j) Each entity signing below warrants and represents that it has the power, authority and right to act on behalf of its Party and to bind its Party in accordance with this MOU.

(k) From time to time, by mutual agreement, the Parties may reopen, in whole or in part, elements of this MOU, including modifying the member agencies participating in the MOU if approved by each Participating Member Agency. Except as provided in Section 5 above, this MOU may not be changed, modified, or amended, in whole or in part, except in a writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT dba REGEN MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF CARMEL-BY-THE-SEA

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF DEL REY OAKS

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF MARINA

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF PACIFIC GROVE

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

SAND CITY

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

CITY OF SEASIDE

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

_____

EXHIBIT A

DETAILED ACTIVITIES & COSTS

Scope of Work

ReGen Monterey, through its own forces or through retention of third-party consultants, will perform the following Coordination Activities:

1. Support Participating Member Agencies' Development of Next Generation of Franchise Agreements. The scope generally includes the following phases, and is described in more detail in the HF&H proposal dated March 26, 2025:

    Phase 1. Public and Stakeholder Engagement
    Phase 2. Solicitation Document Design and Drafting
    Phase 3. RFP Process Support
    Phase 4. Negotiations

2. Other Support Tasks as Assigned by the Participating Member Agencies. Such tasks may include retention of a third-party consultant to perform a survey(s).

Except as expressly provided above, all activities related to administration and management of Participating Member Agency franchise agreements and other tasks within the jurisdiction of the Participating Member Agency remain with the Participating Member Agency.

Estimated Costs

The not to exceed budget for the Coordination Activities is $534,620. The estimated fees per phase is summarized below, and is described in more detail in the HF&H proposal dated March 26, 2025:

Phase 1. $122,840 + $35,000 (third-party survey consultant)
Phase 2. $102,310
Phase 3. $161,120
Phase 4. $108,500

The above is an estimate of the costs to provide the Coordination Activities per Phase; actual costs may vary based on level of effort required, change in assumptions, change in requested scope, significant and unanticipated issues or concerns, and other factors. Notwithstanding the foregoing, HF&H shall not incur time or expense that exceeds the specified not to exceed amount without the prior written approval of ReGen, which ReGen shall not grant without the prior written approval of the Parties.

As provided in Section 5 of the MOU, no later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to this Exhibit A, including establishing a budget for services in each Fiscal Year.

ReGen will submit invoices to the Participating Member Agencies on an annual basis (or more frequently, if requested) to reimburse ReGen for the Participating Member Agency's proportionate share of the actual cost of services incurred under this MOU in the invoice period. Participating Member Agencies shall endeavor to make payment within forty-five (45) days after receipt of the invoice.

EXHIBIT B

PARTICIPATING MEMBER AGENCIES'
PROPORTIONATE SHARES & COSTS

	% of Total	Per Agency Estimated Total Cost
Carmel-by-the-Sea	14.29%	$76,374
Del Rey Oaks	14.29%	$76,374
Marina	14.29%	$76,374
Pacific Grove	14.29%	$76,374
Pebble Beach CSD	14.29%	$76,374
Sand City	14.29%	$76,374
Seaside	14.29%	$76,374
TOTAL	100%	$534,618

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As provided in Section 5 of the MOU, no later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to this Exhibit A, including establishing a budget for services in each Fiscal Year.

ReGen will submit invoices to the Participating Member Agencies on an annual basis (or more frequently, if requested) to reimburse ReGen for the Participating Member Agency's proportionate share of the actual cost of services incurred under this MOU in the invoice period. Participating Member Agencies shall endeavor to make payment within forty-five (45) days after receipt of the invoice.

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TOTAL	100%	$534,618

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk

MEETING DATE: September 17, 2025

SUBJECT: Designation of Official City Newspapers

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

RECOMMENDATION

Authorize the City Manager to award the designation of 2025-2026 Official Newspaper to the Monterey Herald, the Monterey County Weekly, and the Carmel Pine Cone

DISCUSSION

Article 42 of the City Charter provides that Council shall advertise annually for contracts for official publications, ordinances, and other legal notices that are required to be published. The Council may accept more than one bid in any year, and during any such year, the City may utilize one or more of said Official Newspapers for any legal publications.

City staff sent out Requests for Bids (RFB) to three local newspapers: the Monterey Herald, the Monterey County Weekly, and the Carmel Pine Cone. The City Clerk received bids from the Monterey Herald, the Monterey County Weekly, and the Carmel Pine Cone.

It is recommended that, for reasons of business necessity, Council name all three as Official City Newspapers to provide staff flexibility for demographic reach, dependent upon the matter to be published. This has been the ongoing practice of the City. The Monterey Herald offers daily advertising, including Saturday and Sunday. The Monterey County Weekly is a widely-distributed publication that could be useful when prominence would be helpful, or when a back-up is desirable or appropriate. The Carmel Pine Cone could be used when the matter is of interest primarily to the Monterey Bay, or when a back-up is desirable or appropriate.

OPTIONS

Provide alternative direction.

FINANCIAL IMPACT:

Staff anticipates designating all three papers as Official City Newspapers will increase efficiency of the public notice process, and maintain the current level of expenditure for such services.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Proposed Resolution
Monterey Herald
Monterey Weekly
Pine Cone

RESOLUTION NO. 25-XXX

RESOLUTION DESIGNATING **OFFICIAL NEWSPAPERS OF THE CITY OF PACIFIC GROVE**

FACTS

1. Article 42 of the City Charter of the City of Pacific Grove requires the City to advertise bids for a contract or contracts for official publications, ordinances and other notices requiring publication.

2. The newspaper or newspapers to which such a contract or contracts are awarded shall be known as an "Official Newspaper of the City."

3. The City distributed Requests for Bids (RFB) to three local newspapers to become an Official City Newspaper.

4. Newspapers submitting bids included the Monterey County Weekly, the Monterey Herald, and the Carmel Pine Cone.

5. The City Council may accept more than one bid in any year as the City may utilize one or more of said Official Newspapers for any legal publications.

6. The City Clerk is recommending, for reasons of business necessity, that three be named Official Newspapers of the City. The newspapers are the Monterey County Weekly, the Monterey Herald, and the Carmel Pine Cone.

7. The Action proposed by this Resolution does not constitute a "Project" as defined under California Environmental Quality Act (CEQA), CEQA Guideline section 15378.

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

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

2. The Council agrees that from time to time it is necessary and expeditious for staff to have the option and convenience of more than one Official City Newspaper.

3. The Official City Newspapers shall be the Monterey County Weekly, the Monterey Herald, and the Carmel Pine Cone and this shall become effective upon the date it is passed and adopted.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 17th of September 2025, by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

_____
NICK SMITH, Mayor

ATTEST:
DATED:_____

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

MONTEREY HERALD
Serving Monterey County

RECEIVED
JUL 25 2025
BY:

July 25, 2025

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

Proposal for Publication of Legal Advertisements in The Monterey Herald for the City of Pacific Grove 2025-2026

Thank you for the opportunity to be the designated Official Newspaper for legal publications. The Monterey Herald is a daily newspaper and provides both a print and digital (e-edition) 365 days a year.

Each of the Flat Rated Legal Notices below requires court filed (stamped) form and is priced as follows:

FBN/DBA	$100	Notice to Creditors	$450
ABC 1 week	$100	Summons	$450
ABC 3 weeks	$150	Petition to Probate/Admin Estate	$475
FBN/DBA Abandonment	$100	Name Change	$225

All other legal notices not listed above will require your document(s) be sent to us via email in Word format or as a camera-ready PDF. Legal notice prices are based on per column inch (p.c.i.) rates, as follows: **$23.45 pci /daily and $24.95/pci/Sunday**. You will be provided with a quote for review/approval prior to publication of each notice, with billing at the end of each calendar month.

The Monterey Herald's average paid print distribution during the past 6 months (January – June 2025) averages 3,200 Monday-Saturday and 3,600 on Sunday. We also have approximately 6,500 paid subscribers to our daily Monterey Herald e-edition, which is a digital replica of the daily paper and thus contains all public notices. We are certain our daily news product best meets the needs of the City of Pacific Grove and will provide access to information for its citizens.

Daily publication of the Monterey Herald allows us to offer flexibility for the timely printing of your legal notices. Submissions should be submitted via email to mhlegals@montereyherald.com for publication within three (3) business days. The contact number for our legal desk is 831-726-4382, should you have any inquiries regarding deadlines or other follow-ups upon submitting your notices.

Should you have any questions regarding this proposal, or if you require additional information, please don't hesitate to contact me at the number below.

Sincerely,
Dana Arvig
Director of Operations & Advertising
Direct: 831-726-4343
darvig@montereyherald.com

MONTEREY COUNTY WEEKLY

City of Pacific Grove
Attn: Sandra Kandell, City Clerk
300 Forest Avenue
Pacific Grove, CA 93950

RECEIVED
CITY MANAGER'S OFFICE
2025 SEP -5 P 1:34
CITY OF PACIFIC GROVE

September 4, 2025

Please accept this proposal from *Monterey County Weekly* for the publication of legal notices with the City of Pacific Grove.

Monterey County Weekly has contracts to publish legal notices for the City of Del Rey Oaks, City of Seaside, the City of Marina, the Clerk of the Board of Supervisors of the County of Monterey, Monterey County HCD,, Monterey County District Attorney's Office, Monterey Peninsula Regional Parks District and many other public agencies and municipalities. Those contracts have been awarded because *Monterey County Weekly* offers those decision makers the best value: large circulation and low price.

The *Weekly* delivers over 3,200 print newspapers per week to demand circulation newsracks and paid subscribers in Pacific Grove. The full circulation of the paper is 20,000 copies per week. The total reach of the newspaper, which is a combination of readers of the print edition, subscribers to the newsletters, viewers of the website and the digital e-edition 82,460 per week.

Please note:

- *Monterey County Weekly*'s print circulation is far greater than that of any other newspaper in the market.
- *Monterey County Weekly* offers the lowest price per thousand on advertising costs of any publication in the county.
- As an added value, the *Weekly* will upload all public notices the city places – at no additional cost – to a state-wide public notice website, easily accessible via a link on MontereyCountyNow.com

The *Weekly* looks forward to earning the City of Pacific Grove's business. The *Weekly* can save you money and offer top-quality service while making your public notices more widely available than any other option. For reference on timeliness, quality of service and cost I would invite you to contact Melissa McDougal at the County of Monterey's Housing and Community Development office who has said the *Weekly* saved the county the equivalent of one employee's entire salary in just the first year of publishing their notices compared to what they had been paying.

Please contact me with any questions.

Linda S. Maceira

Linda Maceira
Office Manager

MONTEREY COUNTY
WEEKLY

RECEIVED
CITY MANAGER'S OFFICE
2025 SEP -5 P 1:34
CITY OF PACIFIC GROVE

"Proposal for Publication of Legal Advertisements for the City of Pacific Grove"

Monterey County Weekly **will offer the City of Pacific Grove a discounted contract rate of $16.92 per column inch for all legal notices. Contract term will be for one year.**

Legal notices are printed in Helvetica Neue Condensed type style at a 7 point size.

The deadline for publication in each Thursday's paper is Tuesday at noon. A proof will be submitted for approval prior to each publication.

The Carmel Pine Cone
TRUSTED BY LOCALS AND LOVED BY VISITORS SINCE 1915

RECEIVED
CITY MANAGER'S OFFICE
2025 SEP 11 2:01
CITY OF PACIFIC GROVE

Sept. 10, 2025

City of Pacific Grove
Attn: City Clerk

ORIGINAL COPY

Proposal for Publication of Legal Advertisements for the City of Pacific Grove

The Carmel Pine Cone was founded in 1915 and has been a legally adjudicated newspaper since 1952. Our newspaper is free, is published every Friday, and has a circulation of 18,500 copies distributed in print throughout the Monterey Peninsula (2,000 in the City of Pacific Grove), plus more than 23,000 copies in PDF (identical to the print edition) for online subscribers in Pacific Grove, the Peninsula, in many parts of California, and around the country. Legal advertisements will be carried in both print and online editions.

Adjudication – Monterey County Superior Court Decree No. 35759, July 3, 1952.

Circulation – 18,500 print copies, including 2,000 in the Pacific Grove, with more than 24,500 PDF copies emailed to online subscribers. We do not track the locations of our online subscribers.

Publication frequency – Once a week on Fridays.

Rate for legal advertisements from the City of Pacific Grove – First run, $19.50 per column inch, with subsequent runs of the same ad charged at $15 per column inch.

Deadlines – All ads must be submitted by noon on Wednesdays. However, we know how important even the smallest details in legal ads can be, and that some last-minute changes are inevitable. We will always do our best to accommodate these, right up to our print deadlines. Changes to legal notices in the PDF edition can also be made after it is published.

Please note that our office is at 734 Lighthouse Avenue in Pacific Grove, just a few blocks from city hall.

We very much look forward to becoming the official newspaper for the city.

Verified and submitted by,

Paul Miller, Publisher
The Carmel Pine Cone
paul@carmelpinecone.com

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Anna Bornstein, Associate Planner

MEETING DATE: September 17, 2025

SUBJECT: Architectural Review Board Meeting Minutes: August 12, 2025.

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

RECOMMENDATION

Receive the minutes.

Attachments

ARB Minutes 08.12.2025

NOTICE OF MEETING

CITY OF PACIFIC GROVE

ARCHITECTURAL REVIEW BOARD MEETING MINUTES

REGULAR MEETING AGENDA

Tuesday, August 12, 2025, 3:00 P.M.

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

1. **CALL TO ORDER & ROLL CALL**
Chair Brooks called the meeting to order at 3:24 pm. Present in the chamber: Chair Brooks, Vice Chair Byrne, and Member Boyle
ABSENT: Secretary Huff and Member Sublett

2. **APPROVAL OF THE AGENDA**
Upon a motion by Vice Chair Byrne and seconded by Member Boyle, the Board voted to approve the agenda.

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

AYES: Chair Brooks, Vice Chair Byrne, Member Boyle
NOES: None
ABSENT: Secretary Huff and Member Sublett

3. **BOARD AND STAFF ANNOUNCEMENTS (City-Related Items Only)**
None

4. **COUNCIL LIAISON ANNOUNCEMENTS**
None

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 May 13, 2025, Architectural Review Board Regular Meeting

Reference: Anna Bornstein, Associate Planner

Recommended Action: Approve the Draft Minutes of the May 13, 2025, Architectural Review Board Regular Meeting.

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

B. Minutes of the June 10, 2025, Architectural Review Board Regular Meeting

Reference: Anna Bornstein, Associate Planner

Recommended Action: Approve the minutes of the June 10, 2025, Regular Meeting of the Architectural Review Board.

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

C. Minutes of the July 8, 2025, Architectural Review Board Regular Meeting

Reference: Anna Bornstein, Associate Planner

Recommended Action: Approve the minutes of the July 8, 2025, Regular Meeting of the Architectural Review Board.

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

ACTION: Upon a motion by Vice Chair Byrne, seconded by Member Boyle, the Board voted to approve the Consent Agenda

AYES: Chair Brooks, Vice Chair Byrne Member Boyle
NOES: None
ABSENT: Secretary Huff and Member Sublett

REGULAR AGENDA

8. **PUBLIC HEARINGS**

A. Sign Permit (SP) 25-0100 for 1107 Forest Avenue (APN 006-713-030-000)

Zoning District/General Plan Designation: Commercial - Forest Hill

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Staff recommends that the Architectural Review Board approve Sign Permit 25-0100 subject to recommended findings, conditions of approval, and Class 1 Categorical Exemption (CEQA Guidelines Section 15301, Existing Facilities).
Reference: Garrett McCown, Associate Planner

Garrett McCown, Associate Planner, provided the staff presentation.

ACTION: Upon a motion by Member Boyle, seconded by Vice Chair Byrne, the Board voted to approve Sign Permit 25-0100 subject to recommended findings, conditions of approval, and Class 1 Categorical Exemption (CEQA Guidelines Section 15301, Existing Facilities).

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

AYES: Chair Brooks, Member Boyle, Vice Chair Byrne
NOES: None

ABSENT: Secretary Huff, Member Sublett

B. Architectural Permit (AP), Tree Permit with Development (TPD), and Coastal Development Permit (CDP) 24-0092 for 229 Asilomar Boulevard (APN 006-382-024-000)

Zoning District/General Plan Designation: R-1-B-4/Low Density Residential 2.0 Du/AC

Coastal Zone: Yes

Historic Resources Inventory: No

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

Recommended Action: Staff recommends the Architectural Review Board recommend the Planning Commission approve Architectural Permit (AP) and Tree Permit with Development (TPD) 24-0092, subject to the findings, recommended conditions, and Class 1 Categorical Exemption (CEQA Guidelines Section 15301, Existing Facilities).

Reference: Garrett McCown, Associate Planner

Garrett McCown, Associate Planner, provided the staff presentation.

The applicant presentation was provided by architect Bill Mefford

Public comment was received by Howard Perkins and Inge Lorentzen Daumer

ACTION: Upon a motion by Vice Chair Byrne, seconded by Member Boyle, the Board voted to recommend that the Planning Commission approve Architectural Permit (AP) and Tree Permit with Development (TPD) 24-0092 subject to the recommended findings, standard conditions, and additional conditions for the proposed addition. These additional conditions include:

- The use of horizontal siding;
- Incorporation of a design detail to mitigate the vertical height; and
- A window configuration on the upper floor that mirrors the lower floor.

And a Class 1 Categorical Exemption (CEQA Guidelines Section 15301 – Existing Facilities).

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

AYES: Chair Brooks, Member Boyle, Vice Chair Byrne
NOES: None
ABSENT: Secretary Huff, Member Sublett

9. **CONTINUED AND ONGOING BUSINESS**
None

10. **NEW BUSINESS**
None

11. **PRESENTATIONS**
None

12. **NEXT MEETING - September 9, 2025**

13. **ADJOURNMENT—4:03 p.m.**

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Brian Pierik, City Attorney

MEETING DATE: September 17, 2025

SUBJECT: Proposed Ordinance Regarding Code Enforcement Adding Chapter 1.17, Amending Chapter 1.18, Repealing and Replacing Chapter 1.19, Repealing and Reserving Chapter 3.30, Amending Chapter 6.09, Amending Chapter 7.40, and Amending Chapter 9.17

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

RECOMMENDATION

1. Discuss Proposed Ordinance Regarding Code Enforcement Adding Chapter 1.17, Amending Chapter 1.18, Repealing and Replacing Chapter 1.19, Repealing and Reserving Chapter 3.30, Amending Chapter 6.09, Amending Chapter 7.40, and Amending Chapter 9.17. If the Council wishes to proceed with the Proposed Ordinance, then the following actions are recommended.
2. Request the City Attorney to read the title of the Ordinance Regarding Code Enforcement By Adding Chapter 1.17, and Amending Chapter 1.18, and Repealing and Replacing Chapter 1.19, Repealing and Reserving Chapter 3.30, Amending Chapter 6.09, Amending Chapter 7.40, and Amending Chapter 9.17.
3. Motion to waive further reading of the Ordinance.
4. Introduce and hold the first reading of an Ordinance Regarding Code Enforcement Adding Chapter 1.17, and Amending Chapter 1.18, Repealing and Replacing Chapter 1.19, Repealing and Reserving Chapter 3.30, Amending Chapter 6.09, Amending Chapter 7.40, and Amending Chapter 9.17.
5. Direct that publication of the Ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION

City staff and the City Attorney's office have reviewed the Pacific Grove Municipal Code (PGMC) for potential changes to City's code enforcement procedures to enhance the efficiency of the City's enforcement efforts, while providing due process and increasing cost recovery effectiveness.

Attachment 1 is the existing Chapter 1.18 (Motor Vehicle Parking Violation) Enforcement and Chapter 1.19 (Municipal Code and Ordinance Enforcement), along with existing Chapter 3.30 (Hearing Officer Panel), Chapter 6.09 (Uniform Transient Occupancy Tax), Chapter 7.40

(Short Term Rental License), and Chapter 9.17 (Reduction of Short-Lived Climate Pollutants), all of which will be affected by the proposed Ordinance.

As written, Chapter 3.30 establishes a seven-member panel of Pacific Grove residents, appointed by the Mayor and approved by the Council, to adjudicate administrative hearings. This panel is designed to hear certain appeals as provided in Chapter 1.18 (parking citation appeals), Chapter 1.19 (code enforcement appeals), Chapter 7.40 (short-term rental transient-occupancy-tax related appeals), and Chapter 9.17 (short-lived climate pollutants enforcement appeals).

As written, Chapter 1.19 includes two distinct processes delineated separately in the administrative citation procedure (Sections 1.19.040–1.19.150) and the nuisance abatement procedure (Sections 1.19.150–1.19.290). These two processes would be more efficiently addressed if put into separate sections of the City Municipal Code.

The proposed Ordinance restructures the City's code enforcement framework in two ways:

(1) Authorizes Hiring A Professional Hearing Officer: Under existing procedures, various appeals are heard by a hearing officer panel composed of community volunteers. The proposed Ordinance authorizes the City Manager to appoint a professional hearing officer to these appeals, replacing the current volunteer panel system. To accomplish this goal, the hearing officer panel provided for in Chapter 3.30 is eliminated, and related amendments are made in Chapter 1.18 (parking citation appeals), Chapter 1.19 (code enforcement appeals), Chapter 7.40 (short-term rental transient-occupancy-tax related appeals), and Chapter 9.17 (short-lived climate pollutants enforcement appeals).

(2) Reorganization of Code Enforcement Tools: The proposed Ordinance establishes a stand-alone administrative citation program with procedures for issuance, service, hearings, and cost recovery, in new Chapter 1.17. In addition, the proposed Ordinance repeals and replaces Chapter 1.19 with a comprehensive nuisance abatement program that defines public nuisances, authorizes compliance orders, establishes appeal procedures, provides for emergency abatements, and expands cost-recovery tools (liens, special assessments, civil actions, and attorney fee recovery).

Together, these amendments will enhance efficiency in the City's enforcement efforts. Attachment 2 is the proposed Ordinance including strikeouts where noted in the text. Attachment 3 is the final version of the Ordinance accepting all proposed changes.

OPTIONS

1. Take no action
2. Take other action related to this Agenda item

FINANCIAL IMPACT:

The proposed Ordinance does not have any fiscal impact. There will be financial impact in the future depending upon what code enforcement actions are taken by the City. Parking tickets are the most appealed citation that will need an outside hearing officer. The cost per appeal for a parking ticket is approximately $45 per appeal. Should the Council approve this ordinance staff will include annual funding in later budget adjustments.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Existing Chapter 1.18
Proposed Ordinance Re Code Enf Adding Ch. 1.17
Final Version of Proposed Ord Re Code Enf Adding Ch.1.17

ATTACHMENT 1

Chapter 1.18
MOTOR VEHICLE PARKING VIOLATION ENFORCEMENT
Sections:
1.18.010 Purpose.
1.18.020 Definitions.
1.18.030 Service of citations, orders and notices.
1.18.040 Citation issuance.
1.18.050 Parking fines.
1.18.060 Delinquent parking violation.
1.18.070 Advance deposit hardship waiver.
1.18.080 Hearing request – Initial review.
1.18.090 Hearing request – Administrative hearing.
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1.18.010 Purpose.
This chapter sets forth authority for enforcement of parking violations to preserve and protect the quality of life in the city of Pacific Grove. This chapter further establishes administrative hearing procedures to provide all individuals charged with a parking violation a forum in which the facts of their case may be reviewed fairly, a disposition rendered in a timely manner, and for collection of fines. [Ord. 16-023 § 2, 2016].

1.18.020 Definitions.
For the purpose of this chapter, the following words and phrases are defined:
(a) "Enforcement officer" shall mean and refer to any employee or agent of the city holding authority to enforce violations of this code or an ordinance. This shall include the chief of police, and any person designated as an enforcement officer by the chief of police.
(b) "Park" shall mean to stand or leave standing any vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading of passengers or materials.
(c) "Processing agency" shall mean and refer to the contracting party responsible for the processing of the notices of parking violations and notices of delinquent parking violations. [Ord. 16-023 § 2, 2016].

1.18.030 Service of citations, orders and notices.
All citations, orders and notices shall be served in accordance with the provisions of Chapter 1.12 PGMC and California Vehicle Code Section 40202. [Ord. 16-023 § 2, 2016].

1.18.040 Citation issuance.
Whenever an enforcement officer determines a violation of parking statute or ordinance has occurred, the enforcement officer shall be authorized to issue a parking citation to any person responsible for the violation in accord with California Vehicle Code Section 40202. [Ord. 16-023 § 2, 2016].

1.18.050 Parking fines.
(a) The fines for each parking violation and administrative fees imposed pursuant to this chapter shall be set forth in the schedule of fines established by resolution of the city council. In the absence of a designated fine, the default fine for each violation shall be $50.00.
(b) Any parking citation fine paid pursuant to this section shall be refunded in accordance with PGMC 1.18.120 if it is determined that, after a hearing, the person charged in the parking citation was not responsible for the violation or that there was no violation as charged in the parking citation. [Ord. 16-023 § 2, 2016].
1.18.060 Delinquent parking violation.
(a) The notice of delinquent violation shall be issued to the registered vehicle owner if the person fails to pay to the city the parking fine by the date fixed on the notice of parking violation. This notice shall be issued in accordance with PGMC 1.18.030.
(b) Whenever the amount of any parking fine or penalty has not been satisfied within the due date of the delinquent notice or the parking citation has not been successfully challenged pursuant to this chapter, this obligation may be collected in accordance with PGMC 1.18.140. [Ord. 16-023 § 2, 2016].
1.18.070 Advance deposit hardship waiver.
Any person who intends to request a hearing to contest whether the parking violation occurred, or that he or she is the responsible party and who is financially unable to make the advance deposit of the fine as required in PGMC 1.18.050, may file a request for an advance deposit hardship waiver in accord with California Vehicle Code Section 40215(b). [Ord. 16-023 § 2, 2016].
1.18.080 Hearing request – Initial review.
(a) Any recipient of a notice of parking violation or a notice of delinquent parking violation may request an initial review of the notice by the city. A person may request an initial review of the notice of parking violation for a period of 21 calendar days from the issuance of a notice of parking violation or 14 calendar days from the mailing of a notice of delinquent parking violation. The request may be made by telephone, in writing, or in person in accord with California Vehicle Code Section 40215(a). There shall be no charge for this review.
(b) If the city is satisfied that (1) the violation did not occur, (2) the registered owner was not responsible for the violation, or (3) extenuating circumstances make dismissal of the citation appropriate in the interest of justice, the city shall cancel the notice of parking violation or notice of delinquent parking violation. The city shall advise the processing agency, if any, of the cancellation.
(c) If the city upholds the notice of parking violation or notice of delinquent parking violation, the city shall include:
(1) A reason for that denial;
(2) Notification of the ability to request an administrative hearing; and
(3) Notification of the procedure for waiving prepayment of the parking penalty based upon an inability to pay pursuant to PGMC 1.18.070.
(d) The city shall mail the results of the initial review to the person contesting the notice in accordance with PGMC 1.18.030. [Ord. 16-023 § 2, 2016].
1.18.090 Hearing request – Administrative hearing.

(a) If the person is dissatisfied with the results of the initial review, the person may request an administrative hearing of the violation no later than 21 calendar days following the mailing of the results of the city's initial review in accord with California Vehicle Code Section 40215(b).
(b) The person requesting the hearing shall deposit the fine in advance, in accordance with PGMC 1.18.050, or shall receive in advance a deposit hardship waiver in accordance with PGMC 1.18.070.
(c) A hearing before the hearing officer shall be set for a date no later than 90 calendar days following the receipt of a request for an administrative hearing. The person requesting the hearing shall be notified of the time and place set for the hearing at least 10 days prior to the date of the hearing. The person requesting the hearing may request one continuance, not to exceed 21 calendar days.
(d) If the enforcement officer submits any additional written report concerning the citation to the hearing officer for consideration at the hearing, then a copy of this report shall be served on the person requesting the hearing at least five days prior to the date of the hearing. [Ord. 16-023 § 2, 2016].

1.18.100 Administrative hearing officer selection.

The presiding officer of the hearing officer panel shall, by random lot, designate one of the members of the hearing officer panel to be the hearing officer for each administrative hearing. Should that hearing officer be disqualified for cause, or should that hearing officer otherwise be unable to conduct the hearing, the presiding officer shall, by random lot, designate a successor hearing officer from available members of the hearing officer panel. [Ord. 16-023 § 2, 2016].

1.18.110 Administrative hearing procedure.

The administrative hearing process shall consist of the following:
(a) The person requesting an administrative hearing shall indicate to the city whether the administrative hearing will be in writing or in person.
(b) If the person requesting an administrative hearing is a minor, that person shall be permitted to appear at the hearing or admit responsibility for a parking violation without the necessity of the appointment of a guardian.
(c) The failure of any recipient of a parking citation to appear at the administrative hearing shall constitute a forfeiture of the fine and a failure to exhaust their administrative remedies.
(d) The parking citation and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.
(e) The enforcement officer who issued the notice of parking violation shall not be required to participate in the administrative hearing. No evidence shall be required other than the notice of parking violation or copy, and information received from the DMV identifying the registered owner of the vehicle. The enforcement officer may, but is not required to, submit additional report he or she deems necessary or appropriate.
(f) The hearing officer may question witnesses and request additional information from the enforcement officer or the recipient of the administrative citation prior to closing the hearing. [Ord. 16-023 § 2, 2016].

1.18.120 Hearing officer's decision.

(a) After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the citation and shall list the reasons for that decision. The decision of the hearing officer shall be final for purposes of administrative review.

(b) If the hearing officer determines that the citation should be upheld, then the fine amount on deposit with the city shall be retained by the city. If the fine has not been deposited, the hearing officer shall set forth in the decision a payment schedule for the fine.
(c) If the hearing officer determines that the citation should be canceled and the fine was deposited with the city, then the city shall promptly refund the amount of the deposited fine, together with interest. If the fine has not been deposited, the hearing officer shall cancel the obligation to tender the fine.
(d) The hearing officer's decision shall be personally served or served by first class mail. A copy of the decision shall be forwarded to all members of the hearing officer panel. [Ord. 16-023 § 2, 2016].

1.18.130 Judicial review.

(a) Any person aggrieved by an administrative hearing officer's final decision may obtain review by filing an appeal to be heard by the superior court.
(b) California Vehicle Code Section 40230 shall be applicable so as to provide a 30-day limitation for judicial review of any parking enforcement decision.
(c) A copy of the notice of parking violation or, if the citation was issued electronically, a true and correct abstract containing the information set forth in the notice of parking violation shall be admitted into evidence as prima facie evidence of the facts stated therein.
(d) The person shall pay the filing fees as prescribed by the court. If the court finds in favor of the person, the amount of the filing fees shall be reimbursed to the person by the city. Any deposit of parking penalty shall be refunded by the city in accordance with the judgment of the court.
(e) If no notice of appeal of the hearing officer's decision is filed within the period set forth in subsection (b) of this section, the decision shall be deemed final. [Ord. 16-023 § 2, 2016].

1.18.140 Collection of unpaid citations.

Whenever the amount of any administrative fine, penalty and/or administrative cost imposed by a hearing officer pursuant to this chapter has not been satisfied, the city shall commence collection proceedings. The city shall proceed with options set forth in the California Vehicle Code Section 40200 et seq. as may be amended for the collection of unpaid parking citations. [Ord. 16-023 § 2, 2016].

1.18.150 Preemption.

This chapter shall not be interpreted in any manner that conflicts with the laws or the Constitutions of the United States or of the state of California. [Ord. 16-023 § 2, 2016].

Chapter 1.19
MUNICIPAL CODE AND ORDINANCE ENFORCEMENT
Sections:

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1.19.010 Purpose.
City enforcement issues have become increasingly varied and complex. Alternative enforcement processes have been adopted by other public agencies as a means to address budget difficulties and resource shortages, and to streamline operations. Alternative enforcement processes minimize time delays that can result from increasingly crowded criminal and civil court dockets. This chapter sets forth a variety of enforcement options to effectively and timely address code and ordinance enforcement matters in order to preserve and protect the quality of life in the neighborhoods and communities of the city of Pacific Grove. This chapter allows traditional criminal prosecution, civil action and nuisance abatement as enforcement. This chapter further establishes several administrative enforcement procedures. [Ord. 07-022 § 2, 2007].

1.19.020 Administrative citation process overview.

Administrative citations generally address municipal code and ordinance violations that the city, in its sole discretion, deems to be minor or transient in nature. The city adopts the administration citation enforcement process, set forth in PGMC 1.19.040 through 1.19.150, inclusive, pursuant to California Government Code Section 53069.4, which provides for de novo review of administrative citations in court if a person wishes to challenge an administrative decision upholding an administrative citation. For example, and not by exclusion, administrative citations may be used to enforce provisions regulating signs, yard waste, false alarms, noise issues, vehicle parking, minor or nonrecurring violations of PGMC Title 18, Buildings and Construction, PGMC Title 23, Zoning, or similar matters.

An enforcement officer issues an administrative citation that lists the violation and the administrative fine amount and describes how to pay the fine or request a hearing to contest the citation. The administrative citation may be contested through an administrative hearing process. The fine must be deposited in advance of the administrative hearing, but a procedure to waive the deposit is allowed for hardship. If not set forth in this code, the amount of the administrative citation fine is set by resolution. Penalties and interest shall be added for late payment of administrative fines.

The administrative citation process is set forth beginning at PGMC 1.19.040. [Ord. 07-022 § 3, 2007].

1.19.030 Administrative compliance order process overview.

Administrative compliance orders generally address municipal code and ordinance violations that the city, in its sole discretion, deems not suitable for the administrative citation process contemplated by PGMC 1.19.020. For example, and not by exclusion, administrative compliance orders may be used for serious, continuing or recurring violations of PGMC Title 18, Buildings and Construction, PGMC Title 23, Zoning, or similar matters.

An administrative compliance order is issued to a responsible party by a city enforcement officer. The compliance order sets forth a description of the observed violation(s), a description of what the responsible party is required to do to bring the property into compliance, and the date by which compliance must be achieved. The compliance order provides notice as to administrative penalties that shall accrue if compliance with the order is not achieved by the date listed on the order. The administrative compliance order may be contested through an administrative hearing process. The decision may contain an order to correct any violations determined to exist, together with an order to pay administrative penalties and costs.

The administrative compliance order process is set forth beginning at PGMC 1.19.150. [Ord. 07-022 § 4, 2007].

1.19.040 Administrative citations.

(a) The administrative citation process provided for in this chapter shall be in addition to any other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this code or an ordinance of the city of Pacific Grove.

(b) The administrative citation process set forth in this chapter shall not apply to continuing violations this code, or to an ordinance of the city that pertains to building, plumbing, electrical, or other similar structural or zoning issues. [Ord. 07-022 § 5, 2007].

1.19.050 Definitions.

For purposes of this chapter, the term “enforcement officer” shall mean and refer to any employee or agent of the city holding authority to enforce violations of this code or an ordinance.

This shall include the city manager, and any person designated as an enforcement officer by the city manager. [Ord. 07-022 § 6, 2007].

1.19.060 Service of citations, orders and notices.

All citations, orders and notices shall be served in accordance with the provisions of Chapter 1.12 PGMC. [Ord. 07-022 § 7, 2007].

1.19.070 Citation issuance.

(a) Whenever an enforcement officer determines that a violation of a provision has occurred, the enforcement officer shall be authorized to issue an administrative citation to any person responsible for the violation.

(b) Each administrative citation shall contain the following information:

(1) The date of the violation;

(2) The address or a definite description of the location where the violation occurred;

(3) Reference to the provision of this code or ordinance that was violated and a description of the circumstances pertaining to the violation;

(4) The amount of the fine related to the violation determined in accord with this chapter;

(5) A description of the fine payment process, including a statement of the time within which and the place to which the fine shall be paid;

(6) An order prohibiting continuation or repeated occurrence of the violation described in the administrative citation;

(7) A description of the administrative citation review process, including the time within which the citation may be contested and the place from which a request for hearing form to contest the citation may be obtained; and

(8) The name and signature of the citing enforcement officer. [Ord. 07-022 § 8, 2007].

1.19.080 Citation fines.

(a) The fines for each municipal code or ordinance violation imposed pursuant to this chapter shall be set forth in the schedule of fines established by resolution of the city council. In the absence of a designated fine, the default fine for each violation shall be $50.00 per day.

(b) The schedule of fines shall specify an additional fine due for late payment of any fine if not paid in full on or before the date the payment of the fine is due.

(c) The fine stated upon any duly issued administrative citation shall be paid to the city within 30 days from the date of service of the administrative citation.

(d) Any administrative citation fine paid pursuant to this section shall be refunded in accordance with PGMC 1.19.130 if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the administrative citation.

(e) Payment of a fine under this chapter shall not excuse or discharge any continuation or repeated occurrence of the violation that is the subject of the administrative citation.

(f) Any person who fails to pay to the city any fine imposed pursuant to the provisions of this chapter on or before the date that fine is due also shall be liable for the payment of any applicable late payment charges set forth in the schedule of fines. The city may collect any past due administrative citation fine or late payment charge by use of all available legal means.

(g) Any failure to pay the city any fine imposed pursuant to the provisions of this chapter on or before the date that fine is due shall be deemed a violation of this section enforceable pursuant to the provisions of Chapter 1.16 PGMC. The city attorney shall be directed to collect fines that are due and payable under this section. [Ord. 07-022 § 9, 2007].

1.19.090 Hearing request.

(a) Any recipient of an administrative citation may contest that there was a violation of this code or an ordinance of the city, or that he or she is the responsible party, by completing a request for hearing form and returning it to the city within 30 days from the date set forth on the administrative citation, together with an advance deposit of the fine or notice that a request for an advance deposit hardship waiver has been filed pursuant to PGMC 1.19.100. A request for hearing form may be obtained from the office of the city manager.
(b) The person requesting the hearing shall be notified of the time and place set for the hearing at least 10 days prior to the date of the hearing.
(c) If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be served on the person requesting the hearing at least five days prior to the date of the hearing. [Ord. 07-022 § 10, 2007].

1.19.100 Advance deposit hardship waiver.

(a) Any person who intends to request a hearing to contest whether a municipal code or ordinance violation occurred, or that he or she is the responsible party and who is financially unable to make the advance deposit of the fine as required in PGMC 1.19.080, may file a request for an advance deposit hardship waiver.
(b) The request shall be filed with the city manager on an advance deposit hardship waiver application form, available from the office of the city manager, within 10 days of the date of the administrative citation.
(c) The requirement to deposit the full amount of the fine as described in PGMC 1.19.080 shall be stayed unless or until the city manager makes a determination not to issue the advance deposit hardship waiver.
(d) The city manager may waive the requirement of an advance deposit set forth in PGMC 1.19.080 and issue the advance deposit hardship waiver only if the cited party submits to the city manager a sworn affidavit, together with any supporting documents or materials, demonstrating to the satisfaction of the city manager the person's actual financial inability to deposit with the city the full amount of the fine in advance of the hearing.
(e) If the city manager determines not to issue an advance deposit hardship waiver, the person shall remit the deposit to the city within 10 days of the date of that decision or 30 days from the date of the administrative citation, whichever is later.
(f) The city manager shall issue a written determination listing the reasons for his or her determination to issue or not issue the advance deposit hardship waiver. The written determination of the city manager shall be final.
(g) The written determination of the city manager shall be served upon the person who filed the request for an advance deposit hardship waiver. This determination shall be subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure, and the time limit set by PGMC 1.20.010 shall apply. [Ord. 07-022 § 11, 2007].

1.19.110 Hearing officer selection.

The presiding officer of the hearing officer panel shall, by random lot, designate one of the seven members of the hearing officer panel to be the hearing officer for each administrative citation hearing. Should that hearing officer be disqualified for cause, or should that hearing officer otherwise be unable to conduct the hearing, the presiding officer shall, by random lot, designate a successor hearing officer from available members of the hearing officer panel. [Ord. 07-022 § 12, 2007].

1.19.120 Hearing procedure.

(a) No hearing to contest an administrative citation before a hearing officer shall be held unless the fine has been deposited in advance, in accordance with PGMC 1.19.080, or an advance deposit hardship waiver has been issued in accordance with PGMC 1.19.100.
(b) A hearing before the hearing officer shall be set for a date that is not less than 15 days and not more than 60 days from the date that the request for hearing is filed in accordance with the provisions of this chapter. The hearing officer shall have sole discretion to grant any request for continuance of the hearing.
(c) At the hearing, the party contesting the administrative citation shall be given the opportunity to testify and to present evidence concerning the administrative citation. The city shall submit its report on the alleged violation, setting forth a detailed recommendation as to relevant findings and conclusions that flow from the facts presented and a recommended decision based upon those findings and conclusions. This report shall meet the standards for administrative findings set forth in Topanga Assn. for a Scenic Community v. County of Los Angeles, 11 Cal.3d 506 (1974).
(d) The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a forfeiture of the fine and a failure to exhaust their administrative remedies.
(e) The administrative citation and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.
(f) The hearing officer may question witnesses and/or request additional information from the enforcement officer or the recipient of the administrative citation prior to closing the hearing. [Ord. 07-022 § 13, 2007].

1.19.130 Hearing officer's decision.

(a) After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the administrative citation and shall list the reasons for that decision. The decision of the hearing officer shall be final.
(b) If the hearing officer determines that the administrative citation should be upheld, then the fine amount on deposit with the city shall be retained by the city. If the fine has not been deposited, the hearing officer shall set forth in the decision a payment schedule for the fine.
(c) If the hearing officer determines that the administrative citation should be canceled and the fine was deposited with the city, then the city shall promptly refund the amount of the deposited fine, together with interest. If the fine has not been deposited, the hearing officer shall cancel the obligation to tender the fine.
(d) The recipient of the administrative citation shall be served with a copy of the hearing officer's written decision. A copy of the decision shall be forwarded to all members of the hearing officer panel. [Ord. 07-022 § 14, 2007].

1.19.140 Judicial review.

Any person aggrieved by an administrative decision of a hearing officer on an administrative citation may obtain review of the administrative decision by filing a petition for review with the Superior Court in Monterey County in accordance with the timelines and provisions set forth in California Government Code Section 53069.4. [Ord. 07-022 § 15, 2007].

1.19.150 Administrative compliance orders.

(a) The administrative compliance order process provided for in this chapter shall be in addition to any other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this code or an ordinance of the city.

(b) Use of the administrative compliance order process shall be at the sole discretion of the city. [Ord. 07-022 § 16, 2007].

1.19.160 Compliance orders.

(a) Whenever an enforcement officer, as defined by PGMC 1.19.050, determines that a violation of any provision of this code or city ordinance has occurred, is occurring or exists, the enforcement officer may issue a written compliance order to any person responsible for the violation.

(b) A compliance order issued pursuant to this chapter shall contain the following information:

(1) The date of the violation;

(2) The address or description of the location where the violation occurred;

(3) Reference to the provision of this code or ordinance that was violated and a description of the circumstances pertaining to the violation;

(4) The actions required to correct the violation;

(5) The time period after which administrative penalties will begin to accrue if compliance with the order has not been achieved;

(6) The penalty related to the violation, if compliance is not achieved;

(7) The name and signature of the citing enforcement officer; and

(8) Either a copy of this chapter or an explanation of the consequences of noncompliance with this chapter and a description of the hearing procedure and appeal process. [Ord. 07-022 § 17, 2007].

1.19.170 Hearing officer selection – Notice of hearing.

(a) If the enforcement officer determines that each violation has been corrected within the time specified in the compliance order, no further action shall be taken.

(b) If full compliance as to each violation is not achieved within the time specified in the compliance order, the enforcement officer shall advise the presiding officer of the hearing officer panel. The presiding officer of the hearing officer panel shall, by random lot, designate one member of that hearing officer panel to be the hearing officer for the compliance order hearing. Should that hearing officer be unable to conduct the hearing, or should that hearing officer be disqualified for cause, the presiding officer shall, by random lot, designate a successor from that hearing officer panel.

(c) The hearing officer shall ensure that the notice provisions of Chapter 1.12 PGMC have been followed. Notice of the hearing shall be given at least 10 days prior to the date of the hearing. The hearing officer shall have sole discretion to grant any request for continuance of the hearing. [Ord. 07-022 § 18, 2007].

1.19.180 Compliance hearing.

(a) At the place and time set forth in the notice of compliance hearing, the hearing officer shall conduct a hearing on the compliance order issued pursuant to PGMC 1.19.160, in accord with rules and procedures as may be promulgated by the hearing officer panel.

(b) The hearing officer shall consider written or oral evidence in accord with rules and procedures set by the hearing officer panel pursuant to PGMC 3.30.060. Evidence regarding the alleged violation or compliance actions may be presented by any party, including the alleged violator, the owner or occupant of any real property affected by the alleged violation, and/or the city. The failure of any party to appear at the hearing shall constitute a failure to exhaust his or her administrative remedies.

(c) The compliance order and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents. The report

on the alleged violation shall set forth a detailed recommendation as to relevant findings and conclusions that flow from the facts presented and a recommended decision based upon those findings and conclusions. This report shall meet the standards for administrative findings set forth in Topanga Assn. for a Scenic Community v. County of Los Angeles, 11 Cal.3d 506 (1974).
(d) The hearing officer may question witnesses and/or request additional information from the enforcement officer or any party prior to closing the hearing.
(e) Within a reasonable time following the conclusion of the hearing, the hearing officer shall make findings and issue a determination, as to each alleged violation, regarding:
(1) The existence of the violation;
(2) The identity of each responsible party;
(3) The failure of the responsible party to take required corrective action within the required time period.
Findings shall be supported by substantial evidence received at the hearing.
(f) If the hearing officer finds by a preponderance of the evidence that a violation has occurred and that the violation was not corrected within the time period specified in the compliance order, the hearing officer shall issue an administrative order in accord with PGMC 1.19.190.
(g) If the hearing officer finds that no violation has occurred or that the violation was corrected within the time period specified in the compliance order, the hearing officer shall issue a finding as to those facts. [Ord. 07-022 § 19, 2007].

1.19.190 Administrative order.

If the hearing officer determines that a violation occurred which was not corrected within the time period specified in the compliance order, he or she shall issue an administrative order that imposes any or all of the following:
(a) An order to correct each violation, including a schedule for correction where appropriate;
(b) Administrative penalties as provided in PGMC 1.19.200; and/or
(c) Administrative costs as provided in PGMC 1.19.210. [Ord. 07-022 § 20, 2007].

1.19.200 Administrative penalties.

(a) The hearing officer shall be authorized to impose administrative penalties for the violation of any provision of this code or ordinance in an amount not to exceed a maximum of $2,500 per day for each continuing violation, except that the total administrative penalty shall not exceed $100,000 exclusive of administrative costs, interest and restitution for compliance reinspections, for any related series of violations.
(b) In determining the amount of the administrative penalty, the hearing officer may take any or all of the following factors into consideration:
(1) The duration of the violation;
(2) The frequency, recurrence and number of violations, related or unrelated, by the same violator;
(3) The seriousness of the violation;
(4) The effect the violation may have upon adjoining properties;
(5) The good faith efforts of the violator to come into compliance;
(6) The economic impact of the penalty on the violator; and/or
(7) The impact of the violation on the community. [Ord. 07-022 § 21, 2007].

1.19.210 Administrative costs.

(a) The hearing officer shall assess reasonable and necessary administrative costs against the violator when it finds that a violation has occurred, or that compliance has not been achieved within the time specified in the compliance order.
(b) The hearing officer shall assess reasonable and necessary administrative costs against the city when he or she finds that a violation has not occurred.
(c) The administrative costs shall include reasonable and necessary costs incurred in connection with the matter before the hearing officer including, but not limited to, costs of investigation, costs incurred to prepare for the hearing and for the hearing itself, and costs for all reinspections necessary to enforce the compliance order.
(d) The hearing officer may waive the assessment of administrative costs against either party where unique circumstances are present, or in the interests of justice. [Ord. 07-022 § 22, 2007].

1.19.220 Failure to comply with administrative order.

(a) Any person who fails to comply with an administrative order issued in accord with this chapter, or to pay to the city any amount due pursuant to the provisions of this chapter, on or before the date that fine is due also shall be liable for the payment of any applicable late payment charges set forth in the schedule of fines. The city may collect any past due administrative citation fine or late payment charge by use of all available legal means, including recordation of a lien pursuant to PGMC 1.19.260 through 1.19.290.
(b) Any failure to comply with an administrative order issued in accord with this chapter, or to pay to the city any amount imposed pursuant to the provisions of this chapter on or before the date that fine is due, shall be deemed a violation of this section enforceable pursuant to the provisions of Chapter 1.16 PGMC.
(c) Any failure to pay the amount imposed pursuant to the provisions of this chapter shall also be enforced as:
(1) A personal obligation of the violator; and/or
(2) If the violation is in connection with real property, a lien upon the real property. The lien shall remain in effect until all of the administrative penalties, interest and administrative costs are paid in full. [Ord. 07-022 § 23, 2007].

1.19.230 Judicial review.

Any person aggrieved by an administrative order may obtain review of the administrative order in the superior court by filing with the court a petition for writ of mandate pursuant to PGMC 1.20.010. [Ord. 07-022 § 24, 2007].

1.19.240 Report of compliance after administrative order.

If the city manager determines that compliance has been achieved after a compliance order has been sustained by the hearing officer, the city manager shall file a report with the hearing officer panel indicating that compliance has been achieved. [Ord. 07-022 § 25, 2007].

1.19.250 Compliance dispute.

(a) If the city manager does not file a report pursuant to PGMC 1.19.240, any person who believes that compliance has been achieved may request a compliance hearing before the hearing officer by filing a request for a hearing with the presiding officer of the hearing panel, together with full payment of the compliance dispute hearing fee set by the council.
(b) A hearing on the compliance dispute shall be noticed in accordance with Chapter 1.12 PGMC.
(c) The hearing officer shall determine if compliance has been achieved and, if so, when it was achieved. [Ord. 07-022 § 26, 2007].

1.19.260 Authority to impose lien/special assessment.

Whenever the amount of an administrative fine, penalty and/or administrative cost imposed by a hearing officer pursuant to this chapter in connection with real property has not been satisfied in full within 90 days and/or has not been successfully challenged by a timely writ of mandate, this obligation shall constitute a lien or, in the alternative, a special assessment against the real property on which the violation occurred. [Ord. 17-020 § 2, 2017; Ord. 07-022 § 27, 2007].

1.19.270 Lien/special assessment procedure and hearing.

(a) Upon determination by the city manager or his designee that any administrative fine, penalty and/or administrative cost imposed by a hearing officer pursuant to this chapter in connection with real property has not been satisfied in full within 90 days and/or has not been successfully challenged by a timely writ of mandate, the city council may adopt a resolution confirming imposition of the debt and approving filing a lien or special assessment against the subject real property.

(b) The resolution shall state the amounts due and owing, the name of the agency imposing the lien/special assessment (city of Pacific Grove), the date of the order or other notice describing the property violation or nuisance in question, the street address, legal description and assessor's parcel number of the subject property, and the name and address of the recorded owner of the property.

(c) Any person whose real property is subject to a lien/special assessment pursuant to this chapter may file a written protest with the city clerk and/or may object to assessment of the lien/special assessment orally at the city council meeting.

(d) Each written protest must contain a description of the property in which the protesting party is interested and the grounds for each protest.

(e) The city council, after the hearing and after considering each protest, shall adopt a resolution confirming, discharging or modifying the amount of the lien/special assessment. [Ord. 17-020 § 2, 2017; Ord. 07-022 § 28, 2007].

1.19.280 Recordation and satisfaction of lien.

(a) Thirty days following adoption of a resolution by the city council imposing a lien, the city clerk shall file the same as a judgment lien in the office of the county recorder of Monterey County, California.

(b) The lien may carry additional administrative charges as set forth by resolution of the city council. Interest at the legal rate per year shall accrue on the principal amount of the lien until satisfied pursuant to law. A lien pursuant to this chapter may be foreclosed by an action brought by the city for a money judgment.

(c) A copy of the adopted resolution shall be served on the property owner, along with notice to the property owner that a lien in the amounts stated in the resolution will be filed against the subject property in the Monterey County recorder's office.

(d) The notice set forth in subsection (c) of this section shall be served in accordance with Chapter 1.12 PGMC. If the owner of record cannot be found after diligent search, the notice may be served by posting a copy in a conspicuous place upon the property for a period of 10 days and publication in a newspaper of general circulation published in Monterey County.

(e) Once payment in full is received by the city for outstanding penalties, costs, and accrued interest, the city manager shall either record a notice of satisfaction or provide the property owner or financial institution with a notice of satisfaction so this notice may be recorded with the office of the county recorder. Such notice of satisfaction shall cancel the city's lien. [Ord. 17-020 § 2, 2017; Ord. 07-022 § 29, 2007].

1.19.290 Recordation and satisfaction of special assessment.

(a) The resolution adopted by the city council under this section shall be entitled to recordation.

(b) A copy of the adopted resolution shall be served on the property owner, along with notice that the property may be sold after three years by the tax collector for unpaid delinquent assessments. Such notice shall be served by certified mail to the property owner. If the owner of record cannot be found after diligent search, the notice may be served by posting a copy in a conspicuous place upon the property for a period of 10 days and publication in a newspaper of general circulation published in Monterey County. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice.

(c) The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the assessment relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the assessment shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.

(d) Interest at the legal rate per year shall accrue on the principal amount of the assessment until satisfied pursuant to law.

(e) The city may, subject to the requirements applicable to the sale of property pursuant to Section 3691 of the Revenue and Taxation Code, conduct a sale of vacant residential developed property for which the payment of the assessment is delinquent.

(f) Once payment in full is received by the city for outstanding penalties, costs, and accrued interest, the city manager shall provide written notice to the tax collector that the special assessment has been paid in full and should no longer be imposed against the subject property. Such written notice shall cancel the city's special assessment. [Ord. 17-020 § 2, 2017; Ord. 07-022 § 30, 2007].

Chapter 3.30
HEARING OFFICER PANEL
Sections:
3.30.010 Hearing officer panel membership.
3.30.020 Hearing officer panel terms of office.
3.30.030 Hearing officer panel removal.
3.30.040 Presiding officer.
3.30.050 Meetings.
3.30.060 Rules and procedures.

3.30.010 Hearing officer panel membership.
A hearing officer panel for the city of Pacific Grove is created. The hearing officer panel shall consist of seven residents of the city, appointed by the mayor and approved by the council. The appointment, performance evaluation, compensation and/or benefits provided to any member of the hearing officer panel shall not be directly or indirectly conditioned upon the amount of administrative citation fines upheld by the hearing officer. [Ord. 07-022 § 32, 2007].

3.30.020 Hearing officer panel terms of office.
Each appointee to the hearing officer panel shall serve for a two-year term; provided, however, that four members of the panel shall be appointed to terms ending on January 31st in even-numbered years, and three members of the panel shall be appointed to terms ending on January 31st in odd-numbered years. Any vacancy on the hearing officer panel shall be filled for the unexpired remainder of that term. [Ord. 07-022 § 33, 2007].

3.30.030 Hearing officer panel removal.
Any member of the hearing officer panel may be removed prior to the expiration of his or her term by a majority vote of the council, in the council's discretion. [Ord. 07-022 § 34, 2007].

3.30.040 Presiding officer.
The mayor shall select one member of the hearing officer panel to be the presiding officer. The presiding officer shall serve in that capacity at the pleasure of the mayor. Should the presiding officer be absent or unavailable, a majority of the remaining members of the hearing officer panel shall appoint an acting presiding officer to perform the duties of the presiding officer. [Ord. 07-022 § 35, 2007].

3.30.050 Meetings.
The presiding officer shall act as the chair of the hearing officer panel at any meeting of that panel. All meetings of the panel shall comply with the provisions of the Ralph M. Brown Act. [Ord. 07-022 § 36, 2007].

3.30.060 Rules and procedures.
(a) The hearing officer panel may establish and modify, taking into consideration the advice of the city attorney, rules and procedures that shall govern the conduct of any hearing to review an administrative citation or any hearing to review an administrative compliance order. All such rules and procedures shall be provided to any participant in that hearing.
(b) An affirmative vote of a majority of the total members of the hearing officer panel shall be required for any action by the panel. [Ord. 07-022 § 37, 2007].

Chapter 6.09
UNIFORM TRANSIENT OCCUPANCY TAX

6.09.080 Failure to collect and report tax – Determination of tax by tax administrator.
If any operator shall fail or refuse to collect said tax and to make, within the time provided in this chapter, any report and remittance of said tax or any portion thereof required by this chapter, the tax administrator shall proceed in such manner as he or she may deem best to obtain facts and information on which to base his or her estimate of the tax due. As soon as the tax administrator shall procure such facts and information as he or she is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, he or she shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the tax administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his or her last known place of address. Such operator may within 10 days after the serving or mailing of such notice, make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the tax administrator shall become final and conclusive and immediately due and payable. If such application is made, the tax administrator shall give not less than five days' written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in said notice why said amount specified therein should not be fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing the tax administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed herein of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after 15 days unless an appeal is taken as provided in PGMC 6.09.090. [Ord. 484 N.S., 1965].

6.09.090 Appeal.
Any operator aggrieved by any decision of the tax administrator with respect to the amount of such tax, interest and penalties, if any, may appeal to the council by filing a notice of appeal with the city clerk within 15 days of the serving or mailing of the determination of tax due. The council shall fix a time and place for hearing such appeal, and the city clerk shall give notice in writing to such operator at his or her last known place of address. The findings of the council shall be final and conclusive and shall be served upon the appellant in the manner prescribed in PGMC 6.09.080 for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice. [Ord. 484 N.S., 1965].

7.40.160 Appeal of tax.

Any person aggrieved by any decision of the city with respect to the amount of the transient occupancy tax or fees associated thereto may appeal to the administrative enforcement hearing officer panel under Chapter 1.19 PGMC by filing a notice of appeal with the city clerk or delegate within 15 days after receipt of written notice from the city. The hearing officer assigned by the panel shall thereupon fix a time and place for hearing such appeal. The city manager or delegate shall give notice to such person of the time and place of hearing in compliance with Chapter 1.12 PGMC. The hearing officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this chapter. [Ord. 17-024 § 2, 2017].

Chapter 9.17
REDUCTION OF SHORT-LIVED CLIMATE POLLUTANTS

9.17.130 Enforcement.

(a) Beginning January 1, 2024, if the city determines that a generator, responsible party, self-hauler, hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action pursuant to this section, as needed.

(b) Violation of any of the provisions of this chapter shall constitute an infraction or misdemeanor and shall be punishable as set forth in Chapter 1.16 PGMC.

(c) Notwithstanding any other legal remedy, violation of any of the provisions of this chapter may be enforced pursuant to Chapter 1.19 PGMC.

(d) Notwithstanding any other legal remedy, violation of any of the provisions of this chapter shall constitute a public nuisance and shall be subject to abatement, injunction, or other civil remedy as appropriate.

(e) Notice of Violation.

(1) City enforcement officials or their designee will monitor compliance randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program (that may include remote monitoring).

(2) For incidences of prohibited container contaminants found in containers, city will issue a notice of contamination to any generator or responsible party found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within 10 business days after determining that a violation has occurred. If the city observes prohibited container contaminants in a responsible party's containers on more than three consecutive occasions, the city may assess contamination processing fees or contamination penalties on the generator.

(3) City shall issue a notice of violation requiring compliance within a maximum of 60 days of issuance of the notice. Notices shall be sent to "Owner" at the official address of the owner maintained by the tax collector for the city or if no such address is available, to the owner at the address of the multifamily premises or commercial premises or to the responsible party for the collection services, depending upon available information.

(f) Penalty Amounts for Types of Violations. Penalties may be assessed for violations as provided in Chapters 1.16 and/or 1.19 PGMC. Any person causing or permitting a violation of this code shall be regarded as committing a separate offense on each day that the violation occurs or continues.

(g) Appeals Process. Any persons aggrieved by any decision of the city with respect to uncorrected violation may appeal to the administrative enforcement hearing officer panel under Chapter 1.19 PGMC by filing a notice of appeal with the city clerk or delegate within 15 days after receipt of written notice from the city. The hearing officer assigned by the panel shall thereupon fix a time and place for hearing such appeal. The city manager or delegate shall give notice to such person of the time and place of hearing in compliance with Chapter 1.12 PGMC. The hearing officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this chapter. [Ord. 21-031 § 2, 2021].

ORDINANCE NO. 25-____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE ADDING CHAPTER 1.17, AMENDING CHAPTER 1.18, REPEALING AND REPLACING CHAPTER 1.19, REPEALING AND RESERVING CHAPTER 3.30, AMENDING CHAPTER 6.09, AMENDING CHAPTER 7.40, AND AMENDING CHAPTER 9.17 OF THE PACIFIC GROVE MUNICIPAL CODE REGARDING CODE ENFORCEMENT PROCESSES

FINDINGS

1. The City of Pacific Grove is authorized by California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. Pursuant to California Constitution, Article XI, Section 5 and Pacific Grove City Charter Article 5, the City, as a charter city, has plenary authority to make and enforce within its limits all ordinances and regulations in respect to municipal affairs.
2. Government Code section 53069.4(a) authorizes a city to adopt an ordinance providing for imposition of administrative fines for municipal code violations.
3. Government Code sections 38773.1 and 38773.5 provide that a city may, by ordinance, provide for the recovery of nuisance abatement costs, including attorneys' fees, in any action, administrative proceeding, or special proceeding to abate a nuisance.
4. In accordance with these grants of authority, the City has adopted Pacific Grove Municipal Code (PGMC) Chapter 1.19 [Municipal Code and Ordinance Enforcement]. Chapter 1.19 with two distinct processes that would be more efficiently be included in separate provisions of the City Municipal Code ordinance: the administrative citation procedure (Sections 1.19.040–1.19.150) and the nuisance abatement procedure (Sections 1.19.150–1.19.290).
5. Infraction violations of local, state, and federal regulations governing the standing or parking of vehicles are subject to fines and are enforced by the civil administrative process in Vehicle Code sections 40200–40230. Anyone may contest a parking violation in accordance with the process set forth in Vehicle Code section 40215 and any implementing ordinance. In accordance with Vehicle Code section 40215, the City has adopted PGMC Chapter 1.18 [Motor Vehicle Parking Violation Enforcement].
6. The City places a high value on protecting community character, land values, and the general public, health, safety and welfare, and has previously adopted numerous ordinances to help ensure such protection. The purpose of this ordinance is to improve the efficiency of the City's code enforcement processes in order to make the City's code enforcement efforts more efficient and effective. The purpose of this ordinance is also to further modernize the code enforcement and nuisance abatement tools to help improve the efficiency of the City's code enforcement processes and to protect the public health, safety and welfare, and to ensure cost recovery to the fullest extent as authorized by law.

7. Further, the purpose of this ordinance is to authorize the City to retain a professional hearing officer to preside over administrative citation, nuisance abatement, and parking citation appeals, in lieu of the hearing officer panel. A single, professionally trained hearing officer ensures consistency of procedure and decision-making and efficient handling of matters.

8. The City Council finds that the adoption of this proposed ordinance is within the City's power and authority to protect the public health, safety, and welfare of the City's residents.

9. This ordinance amends the PGMC to create a new Chapter 1.17 entitled "Administrative Citations" to provide an efficient administrative mechanism to enforce the PGMC through the imposition of fines, as authorized by Government Code section 53069.4.

10. This ordinance amends the PGMC by repealing and replacing Chapter 1.19 with an ordinance entitled "Nuisance Abatement" to establish procedures for abating public nuisances and related cost recovery, Government Code sections 38773.1 and 38773.5.

11. This ordinance amends the PGMC by amending Chapters 1.18, 6.09, 7.40, and 9.17 related to appeals and the hearing officer authority.

12. All legal prerequisites to the adoption of the ordinance have occurred.

13. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment

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

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

SECTION 2. Pacific Grove Municipal Code Chapter 1.17 is hereby added to read as set forth in Exhibit A attached hereto.

SECTION 3. Pacific Grove Municipal Code Chapter 1.18 is hereby amended to read as set forth in Exhibit B attached hereto.

SECTION 4. Pacific Grove Municipal Code Chapter 1.19 is hereby repealed and replaced to read as set forth in Exhibit C attached hereto.

SECTION 5. Pacific Grove Municipal Code Chapter 3.30 is hereby repealed and reserved.

SECTION 6. Pacific Grove Municipal Code Chapter 6.09 is hereby amended to read as set forth in Exhibit D attached hereto.

SECTION 7. Pacific Grove Municipal Code Chapter 7.40 is hereby amended to read as set forth in Exhibit E attached hereto.

SECTION 8. Pacific Grove Municipal Code Chapter 9.17 is hereby amended to read as set forth in Exhibit F attached hereto.

SECTION 9. Severability. If any provision, section, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 10. Effectiveness. In accordance with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following its passage and adoption.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
NICK SMITH, Mayor

ATTEST:
DATED:_____

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

EXHIBIT A

CHAPTER 1.17 - ADMINISTRATIVE CITATIONS

1.17.0 Purpose

This chapter provides an efficient, administrative mechanism to enforce the Pacific Grove Municipal Code through the imposition of fines, as authorized by Government Code section 53069.4 and other applicable law.

1.17.0 Definitions

For the purposes of this chapter, the following definitions apply:

"Appellant" means a citee who files an appeal.

"Citee" means a responsible person who has been issued an administrative citation under this chapter.

"City Manager" means the City Manager or their designee.

"Enforcement officer" means any City employee or agent of the City designated by the City Manager who has the authority to enforce the Pacific Grove Municipal Code.

"Responsible person" means any person that, by their action or failure to act, causes, maintains, allows, permits, aids, abets, or suffers a violation of this code. For the purposes of this definition, "person" means any natural individual or any organization that the law recognizes as having rights or duties, including, without limitation, a firm, association, partnership, joint venture, trust, estate, receiver, limited liability company, corporation, or any other legal or commercial entity.

1.17.0 Scope and Authorization to Enforce Chapter

(a) The provisions of this chapter apply to any violation of this code or any violation of a condition of approval of any permit, license, or other approval issued by the City.

(b) The City Manager has the authority to administer and enforce this chapter. The City Manager may adopt supplemental regulations or policies to implement and interpret this chapter. These regulations or policies must conform with the purpose of this chapter.

1.17.0 Use of Administrative Citations

(a) Whenever an enforcement officer determines that a violation subject to this chapter has occurred, the enforcement officer may issue an administrative citation to a responsible person in accordance with the requirements of this chapter.

(b) Each day, or any portion thereof, that a prohibited condition, use, or activity under the code is committed, continued or permitted shall constitute a separate violation for which an administrative fine may be imposed. A single citation may charge multiple violations of the code; however, each violation is subject to a separate and distinct administrative fine.

(c) The remedies and procedures provided by this chapter are cumulative to each other and to any other available under City, state, or federal law. The use of an administrative citation in place of or in addition to other remedies is at the discretion of the City.

1.17.0 Fine Amount

(a) *Default Fine*. Unless the City Council adopts a different fine amount by ordinance or resolution, the default fine amount for each violation is as follows:

(1) A fine not exceeding $100 for a first violation;

(2) A fine not exceeding $200 for a second violation within one year; and

(3) A fine not exceeding $500 for each additional violation within one year.

(b) *Fine Resolution Authorized*. By resolution, the City Council may set, and later revise, fine amounts that differ from the default in subsection (a) for any particular violation or group of violations.

1.17.0 Citation Contents

(a) *Required Contents*. Each citation must contain the following information:

(1) The name of the responsible person.

(2) The date of the violation(s).

(3) The address or a clear description of the location where the violation was observed.

(4) The code section(s) violated and a concise description of the facts.

(5) The amount of the fine for each violation.

(6) Instructions for paying the fine, including the payment deadline.

(7) An order to correct or cease the violation.

(8) A concise summary of the hearing and appeal process, including identification of the right to appeal and the appeal deadline.

(9) The name of the enforcement officer issuing the administrative citation.

(b) *Substantial Compliance*. The purpose of the citation content requirements is to provide fair notice to the responsible person and to encourage compliance with applicable laws. Substantial compliance with these content requirements is deemed sufficient to effectuate these purposes. Any defect in the form or content of a citation does not constitute a ground for invalidating the citation, provided that the citation substantially complies with the requirements of this section and under the circumstances affords the responsible person adequate notice of the alleged violation and the opportunity to respond.

1.17.0 Service Requirements

(a) *Authorized Means of Service*. Any document or notice required to be served under this chapter must be completed as follows:

(1) Personal service.

(2) Mail via first class mail to the last known address of the responsible person.

(3) If notice via personal service or mail is not possible, for citations involving a real property-related violation, the document or notice may be served via posting in a prominent place on the real property.

(b) *Effectiveness of Service*. Service by mail is complete upon deposit with the U.S. Postal Service. Service by posting is complete on the date of posting. Failure of any intended recipient to receive any properly mailed or posted notice does not affect the validity of the notice or any proceeding conducted under this chapter.

1.17.0 Satisfaction of Administrative Citation

(a) *Payment*. The responsible person must pay the fine to the City within 30 days after the citation is served, or within 30 days after service of a decision of the hearing officer upholding a fine in the event of an appeal. All fines assessed shall be payable to the City of Pacific Grove and submitted to the City or its designee. Payment of the fine waives the citee's right to contest the citation. Payment of a fine does not excuse or authorize any continuing violation, discharge a failure to correct a continuing violation, or bar further enforcement action by the City.

(b) *Remedy the Violation*. If the violation is of a continuing nature, pertains to building, plumbing, electrical, or other similar structural or zoning issues, is deemed by the enforcement officer not to create an immediate danger to health and safety, and is fully and timely corrected within the time given to correct or cease the violation, then no fine is imposed.

(c) *Request a Hearing*. As an alternative to payment of the fine or correction of continuing violation as set forth in this section, a citee may appeal the administrative citation as set forth in Section 1.17.090.

1.17.0 Request for Hearing

(a) A citee may appeal an administrative citation and contest that there was a violation or that they are the responsible person by completing and filing a request for hearing form and returning it to the City within 14 days of service of the administrative citation, together with advance payment of the fine, unless a hardship waiver is granted under Section 1.17.100. No fee is due for the filing of an appeal.

(b) The request for hearing must contain the full name, mailing address, e-mail address, and telephone number of each appellant who is appealing the citation, the number of the citation, and the grounds for appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy.

(c) A failure to file a request for hearing with all of the requirements set forth in this section is a waiver of the right to appeal the citation and to seek judicial review. In this event, the citation is final and binding.

1.17.0 Advance Deposit Hardship Waiver

Any appellant who is financially unable to deposit the administrative fines required may file a request for an advance deposit hardship waiver. The request must be filed with the City Manager at the time the appellant requests a hearing. The City Manager may waive the advance deposit requirement if the appellant files a sworn affidavit, with any supporting documents, demonstrating to the satisfaction of the City Manager the person's financial hardship or inability to deposit the fine. The City Manager's decision whether to issue a hardship waiver is final and not appealable. Failure to timely submit a completed form is a waiver of the right to apply for a hardship waiver. If a hardship waiver is denied, the person requesting the waiver must deposit the fine amount within the timeframe set by the City Manager.

1.17.0 Selection of Hearing Officer

The City Manager may select a qualified person to serve as the hearing officer for the administrative citation hearing. Hearing officers must be selected in a manner that avoids the potential for pecuniary or other bias. For purposes of this section, a qualified person includes an individual with a background in the practice of law or local governance or enforcement matters, or who is otherwise deemed qualified by the City Manager.

1.17.0 Powers and Duties of Hearing Officer

(a) The hearing officer hears all appeals in accordance with the procedures contained in this chapter. The hearing officer is authorized to issue decisions and take all actions necessary and proper to carry out the functions of the hearing officer in this chapter, including administer oaths and affirmations, hear testimony, determine admissibility, relevancy, weight, and credibility of testimony and evidence, rule upon requests of the parties, and issue a final order which includes findings of fact and conclusions of law. The hearing officer must ensure that parties receive a fair hearing and are afforded due process in accordance with the applicable State and federal law governing such hearings.

1.17.0 Hearing Notice Procedures

(a) *Hearing Preconditions*. No hearing to contest an administrative citation may proceed unless a timely and proper request for hearing form has been submitted, and the fine has been deposited in advance, or a hardship waiver has been timely requested and approved.

(b) *Timeframe for Hearing*. After receipt of the request for hearing form, and fine deposit or hardship waiver, a hearing before the hearing officer must be set for a date that is not less than 15 and not more than 45 days from the date that the request for hearing form is filed. The failure to hold the hearing within this time period does not invalidate any action of the hearing officer.

(c) *Notice of Hearing*. The appellant must be notified of the time and place set for the hearing by first class mail at least 10 days before the date of the hearing. The notice of hearing may be served by any of the methods of service listed in Section 1.17.070.

(d) *Continuance of Hearing*. The appellant may request one continuance of the hearing, but in no event may the hearing commence later than 60 days after receipt of the request for hearing form from the appellant. Further continuances or any continuance that will extend the commencement of the hearing beyond 60 days after receipt of the request for hearing may be granted at the discretion of the hearing officer for good cause or by stipulation of the appellant and the City.

1.17.0 Conduct of Hearing

(a) *Participation*. The hearing officer must be present at all times to preside over the hearing. The failure of any recipient of an administrative citation to appear at the hearing constitutes a forfeiture of the fine and a bar to judicial review of the hearing officer decision, based upon a failure to exhaust administrative remedies. Hearings may be opened to the public at the discretion of the hearing officer.

(b) *Evidence and Witnesses*. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. Each party has the opportunity to present evidence in support of that party's case, and to cross-examine witnesses. The rules of privilege are effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant

and unduly repetitious evidence may be excluded. Oral evidence may be taken only on oath or affirmation. The hearing officer may only consider evidence that is relevant to whether the violation occurred, and whether the responsible person has caused or maintained the violation on the date(s) specified in the administrative citation.

(c) *Proof*. The City bears the burden of proving the violation by a preponderance of the evidence. The administrative citation and any additional documents submitted by the issuing enforcement officer constitutes prima facie evidence of the respective facts contained in those documents.

(d) *Interpretation and Recordation*. The appellant may bring an interpreter to the hearing at the appellant's sole expense. The City may, at its discretion, record the hearing by stenographer, court reporter, audio recording, or video recording.

1.17.0 Decision of the Hearing Officer

(a) *Decision Requirements*. The hearing officer must render their decision in accordance with the provisions of this chapter. The hearing officer's decision must be in writing and must set forth the hearing officer's findings of fact and conclusions of law. The hearing officer must serve a decision within 15 days following the conclusion of the hearing. Failure of the hearing officer to render a decision within this time period does not invalidate any action of the hearing officer.

(b) *Disposition of Deposited Fines*. If the hearing officer determines the administrative citation should be upheld, then the fine amount on deposit with the City may be retained by the City. If the hearing officer determines the administrative citation should be canceled and the fine was deposited with the City, then the City must promptly refund the amount of any deposited fine.

1.17.0 Judicial Review

An appellant may seek review of the hearing officer's decision in the Monterey County Superior Court in accordance with Government Code section 53069.4.

1.17.0 Late Charges and Fine Collection

(a) *Late Charges*. Failure to pay an administrative fine by the due date will result in the assessment of a late charge. The late charge will be equal to 100 percent of unpaid fine. Failure to pay an administrative fine by the due date may also result in the imposition of an interest charge at a rate established by resolution of the City Council.

(b) *Collection*. Any unpaid fine, late charge, or interest is a debt that is immediately due and owing to the City. The City may collect any such debt through any method allowed by law. Commencement of an action to collect the debt does not preclude issuance of additional administrative citations to the responsible person should the violations persist.

Lien and Special Assessment Authority. Any unpaid fine, late charge, or interest that is final and in connection with real property may be collected by means of a lien or a special assessment against the real property on which the violation occurred."

EXHIBIT B

1.18.100 Administrative hearing officer selection.

~~The presiding officer of the hearing officer panel shall, by random lot, designate one of the members of the hearing officer panel to be the hearing officer for each administrative hearing. Should that hearing officer be disqualified for cause, or should that hearing officer otherwise be unable to conduct the hearing, the presiding officer shall, by random lot, designate a successor hearing officer from available members of the hearing officer panel.~~ ***The City Manager may select a qualified person to serve as the hearing officer for the administrative citation hearing. Hearing officers must be selected in a manner that avoids the potential for pecuniary or other bias. For purposes of this section, a qualified person includes an individual with a background in the practice of law or local governance or enforcement matters, or who is otherwise deemed qualified by the City Manager.***

1.18.230 Hearing officer's decision.

(c) After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the citation and shall list the reasons for that decision. The decision of the hearing officer shall be final for purposes of administrative review.

(d) If the hearing officer determines that the citation should be upheld, then the fine amount on deposit with the city shall be retained by the city. If the fine has not been deposited, the hearing officer shall set forth in the decision a payment schedule for the fine.

(e) If the hearing officer determines that the citation should be canceled and the fine was deposited with the city, then the city shall promptly refund the amount of the deposited fine, together with interest. If the fine has not been deposited, the hearing officer shall cancel the obligation to tender the fine.

The hearing officer's decision shall be personally served or served by first class mail. ~~A copy of the decision shall be forwarded to all members of the hearing officer panel.~~

"

EXHIBIT C

CHAPTER 1.19 - NUISANCE ABATEMENT

1.17.010 Purpose

This chapter establishes procedures for abating public nuisances and related cost recovery, as authorized by Government Code sections 38773.1 and 38773.5. It supplements every other enforcement remedy available to the City. Use of this nuisance abatement process is at the sole discretion of the City.

1.17.020 Definitions

For the purposes of this chapter, the following definitions apply:

"Abatement costs" means all costs, fees, and expenses, incidental or otherwise, including reasonable attorney fees, incurred by the City in investigating and abating a public nuisance.

"City Manager" means the City Manager or their designee.

"Enforcement officer" means any City employee or agent of the City designated by the City Manager who has the authority to enforce the Pacific Grove Municipal Code.

"Junk" means waste, rubbish, appliances, scrap metal, building materials, and similar miscellaneous items.

"Responsible person" means any person that, by their action or failure to act, causes, maintains, allows, permits, aids, abets, or suffers a violation of this code. For the purposes of this definition, "person" means any natural individual or any organization that the law recognizes as having rights or duties, including, without limitation, a firm, association, partnership, joint venture, trust, estate, receiver, limited liability company, corporation, or any other legal or commercial entity.

1.17.030 Scope

The provisions of this chapter apply to all real property in the City except those parcels owned by the City of Pacific Grove.

1.17.040 Administration and Enforcement

The administration and enforcement of this chapter is the responsibility of the enforcement officer, unless otherwise expressly stated herein.

1.17.050 Service

(a) *Authorized Means of Service*. Any document or notice required to be served under this chapter must be completed as follows:

(1) Personal service.

(2) Mail via first class mail to the last known address of the responsible person.

(3) If notice via personal service or mail is not possible, for citations involving a real property-related violation, the document or notice may be served via posting in a prominent place on the real property.

(b) *Effectiveness of Service*. Service by mail is complete upon deposit with the U.S. Postal Service. Service by posting is complete on the date of posting. Failure of any intended recipient to receive any properly mailed or posted notice does not affect the validity of the notice or proceedings conducted under this chapter.

1.17.060 Designated Nuisances

It is unlawful for any person owning, leasing, renting, occupying, or having charge or possession of any property in the City to maintain the property or allow the property to be maintained, with any of the following conditions:

(a) *Junk, Trash, and Debris*. Accumulations of junk, trash, or debris in a manner visible from a public right-of-way or adjacent property.

(b) *Abandoned or Damaged Buildings*. Buildings that are abandoned, partially destroyed, or permitted to remain unreasonably in a state of partial construction.

(c) *Broken Windows*. Broken windows, which constitute hazardous conditions and invite trespassers and malicious mischief.

(d) *Overgrown Vegetation*. Overgrown weeds, grass, or vegetation.

(e) *Dead, Decayed, or Diseased Vegetation*. Dead, decayed, diseased, or hazardous trees, weeds, and other vegetation that is: (1) constituting unsightly appearance, (2) dangerous to public safety and welfare, or (3) detrimental to nearby property or property values.

(f) *Detriment to Public Health, Safety, and General Welfare*. Maintenance of premises in such condition as to be detrimental to the public health, safety, or general welfare or in such manner as to constitute a public nuisance as defined by Civil Code section 3480.

(g) *Fire Hazard*. All dry, dead shrubs, dead trees, combustible refuse and waste, or any material growing around the streets, sidewalks, or upon private property within the City, which by reason of its size, manner, or growth or location constitutes a fire hazard to any building, improvements, crops, or other property, or when dry, will in reasonable probability constitute a fire hazard.

(h) *Detrimental to Enjoyment or Use of Property*. Maintenance of premises so out of harmony or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties.

(i) *Polluted Water*. Any swimming pool, pond or other body of water which is abandoned, unattended, unfiltered, or not maintained, resulting in the water becoming polluted. “Polluted water,” for the purpose of this Chapter, means water contained in a swimming pool, pond, or other body of water, which includes, but is not limited to, bacterial growth, including algae, remains of rubbish, refuse, debris, papers, or any other foreign matter which, because of its nature or location, constitutes an unhealthy, unsafe or unsightly condition.

(j) *Graffiti*. Graffiti or other defacement of real or personal property present or remaining on a building, structure or vehicle, or portion thereof, that is visible from a public right-of-way or adjacent property.

(k) *Inoperable Vehicles*. Abandoned, dismantled, inoperable or wrecked vessels, campers, motorcycles, trailers, vehicles, or parts thereof, unless kept, placed, parked, or stored inside of a completely enclosed, lawfully constructed building or structure.

(l) Any violation of the Pacific Grove Municipal Code.

1.17.070 Compliance Orders

(a) *Authority to Issue*. An enforcement officer may issue a written compliance order to any responsible person when the officer determines that a violation is occurring or exists.

(b) *Required Contents*. A compliance order issued under this chapter must contain the following information:

(1) The address of the real property on which the alleged nuisance condition exists;

(2) A description of the alleged nuisance conditions and the code section prohibiting the alleged nuisance condition.

(3) A brief description of the required corrective actions.

(4) The deadline to complete the corrective actions.

(5) A statement that the City may record a Notice of Violation with the Monterey County Recorder's Office against the premises

(6) The enforcement officer's name.

(7) The period and manner in which a responsible person may contest the compliance order as set forth in Section 1.19.080.

(c) *Additional Requirements for Demolition*. Whenever the enforcement officer intends to abate a public nuisance by demolition of a building or structure if the responsible person fails to comply, then the City must comply with the following additional requirements:

(1) The compliance order must contain a statement that the City intends to abate the nuisance with City personnel or contractors by demolition of a building or structure if the nuisance conditions are not repaired, rehabilitated, removed, terminated, or demolished within the deadline set forth in the compliance order; and

(2) The City must serve the compliance order on all secured lienholders of record with the Monterey County Recorder's Office.

(d) *Service*. Any compliance order issued under this section must be served in the manner required under Section 1.19.050.

(e) *Exemption for Emergency Abatement*. The provisions of this section do not apply in cases involving emergency abatement under Section 1.19.110.

1.17.080 Compliance Order Appeals

(a) *Right to Appeal*. Any person issued a compliance order has a right to appeal the City's nuisance determination in accordance with this chapter.

(b) *Appeal Requirements*. An appeal must be filed within 15 calendar days following the date of service of the compliance order. A written notice of appeal must contain the full name, mailing address, e-mail address, and telephone number and the grounds for appeal in sufficient detail to enable the hearing officer and City to understand the nature of the controversy.

(c) *Effect of Failure to Appeal*. A person who does not properly and timely appeal a compliance order waives the right to challenge it and has failed to exhaust administrative remedies. In this event, the compliance order is final.

1.17.090 Appeal Hearings

(a) *Selection of Hearing Officer*. The City Manager may select the hearing officer. The hearing officer must be selected in a manner that avoids the potential for pecuniary or other bias.

(b) *Scheduling and Noticing of the Hearing*. If a timely and proper appeal is filed, then the City Clerk must schedule the hearing no sooner than 15 days and no later than 60 days from receipt of the notice of appeal, unless the parties waive such time limits. The failure to hold the hearing within this time period does not invalidate any action of the hearing officer. The City Clerk must notify the appellant in writing of the date, time, and location of the hearing at least 10 days before the date of the scheduled hearing. The notice of hearing must be served in accordance with Section 1.19.050.

(c) *Issues on Appeal*. The City bears the burden of proof to establish a nuisance exists by a preponderance of evidence. The issuance of a compliance order is prima facie evidence of the existence of a violation. The scope of the appeal is limited to whether any nuisance condition identified in the compliance order exists.

(d) *Evidence, Witnesses, and Recording*. All parties have the right to present evidence and witnesses. The formal rules of evidence and discovery do not apply. The rules of privilege apply as they do in civil actions. Irrelevant or unduly repetitious evidence may be excluded. Oral evidence may be taken only on oath or affirmation. The appellant and respondent may represent themselves or be represented by anyone of their choice. No party has the right to cross-examine any other party or witness except for good cause shown to the satisfaction of the hearing officer. The appellant may bring an interpreter to the hearing at their sole expense. The City may, at its discretion, record the hearing by stenographer, court reporter, audio recording, or video recording.

(e) *Decision of the Hearing Officer*. The hearing officer's decision must be in writing, set forth the hearing officer's findings of fact and conclusions of law, order the abatement of any confirmed nuisance conditions within a deadline determined by the hearing officer to be reasonable, and include a statement that if the nuisance is not abated then it may be abated by the City. If the hearing officer determines that each nuisance condition described in the compliance order is nonexistent, the compliance order is deemed cancelled. The hearing officer must render a decision within 15 days following the conclusion of the hearing. Failure of the hearing officer to render a decision within this time period does not invalidate any action of the hearing officer or automatically grant the appeal. The hearing officer's decision must be served in accordance with Section 1.19.050. The hearing officer's decision is the final administrative decision of the City regarding the compliance order. The hearing officer's decision is effective on the date of service of the decision. The decision must contain the following statement: "The decision of the hearing officer is final and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure section 1094.6 et seq."

1.17.0 City Abatement

If a nuisance is not completely abated within the time prescribed by the compliance order, or, if appealed, in the hearing officer's decision, the City is authorized to abate a nuisance by City staff

or private contractor. The City and its agents are expressly authorized to enter the premises for such purpose. Except in cases involving an imminent hazard, entry onto any real property to abate a public nuisance must be pursuant to a warrant issued by a court of competent jurisdiction.

1.17.0 Emergency Abatement

(a) If, in the reasonable opinion of the enforcement officer, there exists a condition that constitutes an imminent threat of harm to public health or safety, or imminent hazard to real or personal property, the enforcement officer may cause the conditions to be summarily abated in accordance with the following procedure. When determining whether a hazard is sufficiently imminent to warrant emergency abatement, the enforcement officer may consider whether there is insufficient time to follow the administrative process for non-emergency abatements described in this chapter.

(b) If time permits, the enforcement officer may attempt to contact the owner or occupant of the property to notify the responsible person that the condition must be immediately abated to eliminate the imminent hazard.

(c) If the enforcement officer is unable to make contact, or if after contact with the owner or occupant does not take action within the time prescribed by the enforcement officer, he or she is authorized to take all actions necessary to eliminate or mitigate the hazardous condition, utilizing the City's own forces or private contractor.

(d) As soon as reasonably possible under the circumstances, following any emergency abatement action by the City to abate an immediate hazard, the City must provide each responsible person with a "Notice of Summary Abatement." The Notice of Summary Abatement must be served in accordance with Section 1.19.050 and contain the following information:

(1) A brief description of the condition and reasons why it constituted an imminent threat or hazard;

(2) A brief description of the law prohibiting or pertaining to the imminent threat or hazard; and

(3) A brief description of the actions the City took to abate the imminent threat or hazard.

(e) The City's determination that a condition constituted an imminent threat or hazard may be appealed as set forth in Section 1.19.080.

(f) The enforcement officer must keep an itemized account of the costs incurred by the City in abating the public nuisance. The City is entitled to recover all abatement costs incurred in the abatement of an imminent threat or hazard in accordance with the procedures set forth in this chapter.

1.17.0 Notice of Violation Recordation

(a) *Recordation Authorization*. If a nuisance is not completely abated as determined by the City within the time prescribed by the compliance order, if appealed, in the hearing officer's decision, the City may record a Notice of Violation with the Monterey County Recorder's Office against the premises.

(b) *Rescission*. The City must record a Notice of Rescission of Notice of Violation with the Monterey County Recorder's Office within 10 business days of its determination that the violation has been fully abated or corrected.

(c) *Service*. Upon recordation, the City must serve a copy of the recorded Notice of Violation or Notice of Rescission on each person having an ownership interest in the property.

1.17.0 Cost Recovery Authorization

(a) *City's Right to Recover Nuisance Abatement Costs*. Whenever the City incurs abatement costs in abating a public nuisance or seeking to abate a code violation or public nuisance, the City is entitled to recover the abatement costs related to those code enforcement efforts in accordance with the procedure set forth in this chapter. The City may commence cost recovery proceedings at any time.

(b) *Recoverable Abatement Costs*. Recoverable costs include all abatement costs. Recoverable costs may not exceed the actual and reasonable costs of nuisance abatement.

1.17.0 Cost Recovery Initiation

(a) *Report of Abatement Costs*. To initiate the process for recovery of abatement costs, the City must serve an itemized report of abatement costs on the responsible person identifying all abatement costs and demanding payment. The report must provide notice that any unpaid amounts may become a lien and special assessment against the property unless the City receives full and timely payment.

(b) *Service of Report of Abatement Costs*. The report of abatement costs must be served in accordance with Section 1.19.050. If the code violation or public nuisance relates to real property, then the report of abatement costs must be served on each person with a recorded interest in the property.

(c) *Payment*. Timely, full payment of the abatement costs must be remitted to the City within 45 calendar days following the date of service of the report of abatement costs.

(d) *Right to Appeal*. Any person issued a report of abatement costs has a right to appeal the report of abatement costs. An appeal must be filed within 15 calendar days following the date of service of the report of abatement costs. The right to appeal and procedures must be specified in the report. A written notice of appeal must contain the following information: (1) the name and contact information of the appellant, and (2) the grounds for appeal in sufficient detail to enable the hearing officer and City to understand the nature of the controversy. The failure of any person who has been served with proper notice to timely file an appeal is a failure to exhaust administrative remedies.

1.17.0 Cost Recovery Hearings and Appeals

(a) *Cost Recovery Appeal*. These hearing procedures supplement and augment those above. The scope of the appeal is limited to the appropriateness of the amount of the abatement costs, and the hearing officer's decision may confirm, discharge, or modify the amount of costs.

(b) *Decision*. The hearing officer's decision must be in writing, set forth the hearing officer's findings of fact and conclusions of law, and demand payment of any confirmed abatement costs within 30 calendar days following the date of service of the hearing officer's decision.

(c) *Payment of Confirmed Costs*. Any confirmed abatement costs must be tendered to the City within 30 calendar days following the date of service of the hearing officer's decision.

1.17.0 Cost Collection Initiation

(a) Upon expiration of 45 days after the report of abatement costs, or 30 days after the hearing officer's decision in the event of an appeal, if the full amount of the final abatement costs has not been paid, any unpaid costs may be collected by the City in accordance with Sections 1.19.160 through 1.19.190.

(b) To collect the unpaid costs via a lien or special assessment, the City Council, after a public hearing, may adopt a resolution confirming imposition of the debt and approving filing a lien or special assessment against the subject real property.

1.17.0 Lien Cost Collection

(a) In accordance with Government Code section 38773.1, abatement costs may be levied by the City as a lien against the property on which the nuisance was abated. The City may record a lien against the nuisance property for any unpaid amount. Before recording a lien, the City must serve each person with a recorded interest in the subject property with notice of the lien. In addition, any owner of record must be served in accordance with Government Code section 38773.1.

(b) The nuisance abatement lien must be recorded in the office of the County Recorder of Monterey County, California; and from the date of recording, the nuisance abatement lien will have the force, effect, and priority of a judgment lien, and will continue in effect until discharged by the City.

(c) The lien must specify the City as the agency for whose benefit the lien is established, the amount of the lien, the date of any abatement order, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

(d) The nuisance abatement lien may be foreclosed by an action brought by the City for a money judgment. All costs and expenses relating to the processing, recording, and enforcement of the abatement lien, including recording fees, noticing costs and attorney fees may be added to the amount of the lien and will be secured thereby.

(e) Upon payment or other satisfaction of the abatement lien, a notice of release of lien must be prepared and recorded by the City forthwith.

1.17.0 Special Assessment Cost Collection

(a) In accordance with Government Code section 38773.5, abatement costs may be levied by the City as a special assessment against the property on which the nuisance was abated. If the abatement costs have not been paid in full within the time required by this Chapter, the City may levy a special assessment against the real property on which the violation occurred. The City must serve each person with a recorded interest in the subject property with notice of the imposition of the special assessment. In addition, any owner of record must be served in accordance with Government Code section 38773.5. The notice must specify that the property may be sold after three years by the Tax Collector for unpaid delinquent assessments.

(b) The notice of special assessment is entitled to recordation with the Monterey County Recorder's Office. A copy of the notice of special assessment must be transmitted to the County Tax Assessor and Tax Collector, whereupon the Tax Assessor and Tax Collector must add the amount of the special assessment on the next regular bill for real estate taxes levied against the

property identified in the notice of special assessment. Thereafter, the special assessment will be collected at the same time and in the same manner as ordinary municipal taxes are collected, and will be subject to the same penalties and the same procedure and sale in the case of delinquency as provided by law for ordinary municipal taxes. After recordation, the special assessment may be foreclosed on as a lien in the manner and means provided by law.

1.17.0 Civil Action Cost Collection

(a) In addition to any other remedies set forth in this Code or otherwise provided by law, the City Attorney is authorized to bring a civil action, at the City Attorney's discretion, to recover the City's abatement costs.

1.17.0 Combined Notices

The notices that are authorized by this chapter may be combined in the discretion of the City.

1.17.0 Enforcement

(a) It is unlawful and declared a public nuisance for any person to violate any provision of this chapter. It is unlawful and declared a public nuisance for any person to violate any order of a hearing officer made under this chapter.

(b) Any person who violates any provision of this chapter is guilty of a misdemeanor punishable by a fine of up to $1,000, or by imprisonment in the County jail not exceeding six months, or by both, except the City Attorney or enforcement officer may prosecute a violation of this chapter as an infraction, in his or her discretion.

(c) Violation of this chapter may be punished by issuance of an administrative citation fine, as set forth in Chapter 1.17.

(d) The City Attorney is authorized to bring a civil or equitable action, at his or her discretion, to seek the abatement of any violation of this chapter or enforcement of any provision of this chapter.

(e) Each and every day a violation is maintained, caused, aided, abetted, concealed, suffered, or permitted is a separate offense.

(f) The regulations, remedies, procedures, and penalties provided by this chapter are cumulative to each other and to any other available under City, State, or federal law.

1.17.0 Attorney Fee Recovery

The prevailing party in any judicial action, administrative proceeding, or special proceeding to abate a nuisance may recover its incurred attorney fees, provided that the City elected, at the initiation of such individual action or proceeding, to recover its own attorney fees. In no judicial action or administrative proceeding may an award of attorney fees to a prevailing party exceed the amount of reasonable attorney fees incurred by the City in the judicial action or administrative proceeding. A judicial action includes, but is not limited to, any civil action, inspection or abatement warrant, administrative proceeding, or appeal from an administrative proceeding. Any recovery of attorney fees for abatement of a nuisance must be in accordance with this section."

EXHIBIT D

6.09.080 Failure to collect and report tax – Determination of tax by tax administrator.

If any operator shall fail or refuse to collect said tax and to make, within the time provided in this chapter, any report and remittance of said tax or any portion thereof required by this chapter, the tax administrator shall proceed in such manner as he or she may deem best to obtain facts and information on which to base his or her estimate of the tax due. As soon as the tax administrator shall procure such facts and information as he or she is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, he or she shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the tax administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his or her last known place of address. ~~Such operator may within 10 days after the serving or mailing of such notice, make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the tax administrator shall become final and conclusive and immediately due and payable. If such application is made, the tax administrator shall give not less than five days' written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in said notice why said amount specified therein should not be fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing the tax administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed herein of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after 15 days unless an appeal is taken as provided in PGMC 6.09.090.~~

6.09.090 Appeals.

~~Any operator aggrieved by any decision of the tax administrator with respect to the amount of such tax, interest and penalties, if any, may appeal to the council by filing a notice of appeal with the city clerk within 15 days of the serving or mailing of the determination of tax due. The council shall fix a time and place for hearing such appeal, and the city clerk shall give notice in writing to such operator at his or her last known place of address. The findings of the council shall be final and conclusive and shall be served upon the appellant in the manner prescribed in PGMC 6.09.080 for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.~~

(a) *Right to Appeal*. Any person aggrieved by any decision of the tax administrator with respect to the amount of such tax, interest and penalties, if any, has a right to file a written appeal the within 15 calendar days following the date of service of the determination of tax due.

(b) *Effect of Failure to Appeal*. Failure to appeal is waiver of the right to challenge the decision and failure to exhaust administrative remedies. In this event, the decision order is final, and any tax, interest, and penalties are immediately due and payable.

(c) *Selection of Hearing Officer*. The City Manager may select the hearing officer. The hearing officer must be selected in a manner that avoids the potential for pecuniary or other bias.

(d) *Scheduling and Noticing of the Hearing*. If a timely and proper appeal is filed, then the City Clerk must schedule the hearing no sooner than 15 days and no later than 60 days from receipt of the notice of appeal, unless the parties waive such time limits. The failure to hold the hearing within this time period does not invalidate any action of the hearing officer. The City Clerk must notify the appellant in writing of the date, time, and location of the hearing at least 10 days before the date of the scheduled hearing. The notice of hearing must be served personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at their last known place of address.

(e) *Burdens and Standard*. The City bears the initial burden to produce evidence showing a reasonable basis for the estimate and assessment made under this chapter. If the City meets that burden, the operator bears the burden to produce records or other evidence sufficient to rebut the estimate and assessment.

(f) *Decision*. The hearing officer's decision must be in writing, set forth the hearing officer's findings of fact and conclusions of law, determine the proper tax to be remitted, and include a 15 -day deadline for payment of any upheld amount to the City. If the hearing officer determines that each nuisance condition described in the compliance order is nonexistent, the compliance order is deemed cancelled. The hearing officer must render a decision within 15 days following the conclusion of the hearing. Failure of the hearing officer to render a decision within this time period does not invalidate any action of the hearing officer or automatically grant the appeal. The hearing officer's decision must be served personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at their last known place of address. The decision must contain the following statement: "The decision of the hearing officer is final and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure section 1094.6 et seq."

EXHIBIT E

7.40.160 Appeal of tax.

Any person aggrieved by any decision of the city with respect to the amount of the transient occupancy tax or fees associated thereto may appeal to ~~the administrative enforcement~~ ***a*** hearing officer ***in accordance with Section 6.09.090***~~panel under Chapter 1.19 PGMC by filing a notice of appeal with the city clerk or delegate within 15 days after receipt of written notice from the city. The hearing officer assigned by the panel shall thereupon fix a time and place for hearing such appeal. The city manager or delegate shall give notice to such person of the time and place of hearing in compliance with Chapter 1.12 PGMC. The hearing officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this chapter~~.

EXHIBIT F

9.17.130 Enforcement.

(a) Beginning January 1, 2024, if the city determines that a generator, responsible party, self-hauler, hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action pursuant to this section, as needed.

(b) Violation of any of the provisions of this chapter shall constitute an infraction or misdemeanor and shall be punishable as set forth in Chapter 1.16 PGMC.

(c) Notwithstanding any other legal remedy, violation of any of the provisions of this chapter may be enforced pursuant to Chapter 1.19 PGMC.

(d) Notwithstanding any other legal remedy, violation of any of the provisions of this chapter shall constitute a public nuisance and shall be subject to abatement, injunction, or other civil remedy as appropriate.

(e) Notice of Violation.

(1) City enforcement officials or their designee will monitor compliance randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program (that may include remote monitoring).

(2) For incidences of prohibited container contaminants found in containers, city will issue a notice of contamination to any generator or responsible party found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within 10 business days after determining that a violation has occurred. If the city observes prohibited container contaminants in a responsible party's containers on more than three consecutive occasions, the city may assess contamination processing fees or contamination penalties on the generator.

(3) City shall issue a notice of violation requiring compliance within a maximum of 60 days of issuance of the notice. Notices shall be sent to "Owner" at the official address of the owner maintained by the tax collector for the city or if no such address is available, to the owner at the address of the multifamily premises or commercial premises or to the responsible party for the collection services, depending upon available information.

(f) Penalty Amounts for Types of Violations. Penalties may be assessed for violations as provided in Chapters 1.16 and/or 1.19 PGMC. Any person causing or permitting a violation of this code shall be regarded as committing a separate offense on each day that the violation occurs or continues.

~~(g) Appeals Process. Any persons aggrieved by any decision of the city with respect to uncorrected violation may appeal to the administrative enforcement~~ ***~~a~~*** ~~hearing officer panel~~ ***~~under the process set forth in~~*** ~~Chapter 1.19 PGMC by filing a notice of appeal with the city clerk or delegate within 15 days after receipt of written notice from the city. The hearing officer assigned by the panel shall thereupon fix a time and place for hearing such appeal. The city manager or delegate shall give notice to such person of the time and place of hearing in~~

~~compliance with Chapter 1.12 PGMC. The hearing officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this chapter.~~

ORDINANCE NO. 25-____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE ADDING CHAPTER 1.17, AMENDING CHAPTER 1.18, REPEALING AND REPLACING CHAPTER 1.19, REPEALING AND RESERVING CHAPTER 3.30, AMENDING CHAPTER 6.09, AMENDING CHAPTER 7.40, AND AMENDING CHAPTER 9.17 OF THE PACIFIC GROVE MUNICIPAL CODE REGARDING CODE ENFORCEMENT PROCESSES

FINDINGS

1. The City of Pacific Grove is authorized by California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. Pursuant to California Constitution, Article XI, Section 5 and Pacific Grove City Charter Article 5, the City, as a charter city, has plenary authority to make and enforce within its limits all ordinances and regulations in respect to municipal affairs.
2. Government Code section 53069.4(a) authorizes a city to adopt an ordinance providing for imposition of administrative fines for municipal code violations.
3. Government Code sections 38773.1 and 38773.5 provide that a city may, by ordinance, provide for the recovery of nuisance abatement costs, including attorneys' fees, in any action, administrative proceeding, or special proceeding to abate a nuisance.
4. In accordance with these grants of authority, the City has adopted Pacific Grove Municipal Code (PGMC) chapter 1.19 [Municipal Code and Ordinance Enforcement]. Chapter 1.19 with two distinct processes that would be more efficiently be included in separate provisions of the City Municipal Code ordinance: the administrative citation procedure (Sections 1.19.040–1.19.150) and the nuisance abatement procedure (Sections 1.19.150–1.19.290).
5. Infraction violations of local, state, and federal regulations governing the standing or parking of vehicles are subject to fines and are enforced by the civil administrative process in Vehicle Code sections 40200–40230. Anyone may contest a parking violation in accordance with the process set forth in Vehicle Code section 40215 and any implementing ordinance. In accordance with Vehicle Code section 40215, the City has adopted PGMC chapter 1.18 [Motor Vehicle Parking Violation Enforcement].
6. The City places a high value on protecting community character, land values, and the general public, health, safety and welfare, and has previously adopted numerous ordinances to help ensure such protection. The purpose of this ordinance is to improve the efficiency of the City's code enforcement processes in order to make the City's code enforcement efforts more efficient and effective. The purpose of this ordinance is also to further modernize the code enforcement and nuisance abatement tools to help improve the efficiency of the City's code enforcement processes and to protect the public health, safety and welfare, and to ensure cost recovery to the fullest extent as authorized by law.

7. Further, the purpose of this ordinance is to authorize the City to retain a professional hearing officer to preside over administrative citation, nuisance abatement, and parking citation appeals, in lieu of the hearing officer panel. A single, professionally trained hearing officer ensures consistency of procedure and decision-making and efficient handling of matters.

8. The City Council finds that the adoption of this proposed ordinance is within the City's power and authority to protect the public health, safety, and welfare of the City's residents.

9. This ordinance amends the PGMC to create a new Chapter 1.17 entitled "Administrative Citations" to provide an efficient administrative mechanism to enforce the PGMC through the imposition of fines, as authorized by Government Code section 53069.4.

10. This ordinance amends the PGMC by repealing and replacing Chapter 1.19 with an ordinance entitled "Nuisance Abatement" to establish procedures for abating public nuisances and related cost recovery, Government Code sections 38773.1 and 38773.5.

11. This ordinance amends the PGMC by amending Chapters 1.18, 6.09, 7.40, and 9.17 related to appeals and the hearing officer authority.

12. All legal prerequisites to the adoption of the ordinance have occurred.

13. Enactment of this ordinance action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment

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

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

SECTION 2. Pacific Grove Municipal Code Chapter 1.17 is hereby added to read as set forth in Exhibit A attached hereto.

SECTION 3. Pacific Grove Municipal Code Chapter 1.18 is hereby amended to read as set forth in Exhibit B attached hereto.

SECTION 4. Pacific Grove Municipal Code Chapter 1.19 is hereby repealed and replaced to read as set forth in Exhibit C attached hereto.

SECTION 5. Pacific Grove Municipal Code Chapter 3.30 is hereby repealed and reserved.

SECTION 6. Pacific Grove Municipal Code Chapter 6.09 is hereby amended to read as set forth in Exhibit D attached hereto.

SECTION 7. Pacific Grove Municipal Code Chapter 7.40 is hereby amended to read as set forth in Exhibit E attached hereto.

SECTION 8. Pacific Grove Municipal Code Chapter 9.17 is hereby amended to read as set forth in Exhibit F attached hereto.

SECTION 9. Severability. If any provision, section, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 10. Effectiveness. In accordance with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following its passage and adoption.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this _____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
NICK SMITH, Mayor

ATTEST:
DATED:_____

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
BRIAN A. PIERIK, City Attorney

EXHIBIT A

CHAPTER 1.17 - ADMINISTRATIVE CITATIONS

1.17.0 Purpose

This chapter provides an efficient, administrative mechanism to enforce the Pacific Grove Municipal Code through the imposition of fines, as authorized by Government Code section 53069.4 and other applicable law.

1.17.0 Definitions

For the purposes of this chapter, the following definitions apply:

"Appellant" means a citee who files an appeal.

"Citee" means a responsible person who has been issued an administrative citation under this chapter.

"City Manager" means the City Manager or their designee.

"Enforcement officer" means any City employee or agent of the City designated by the City Manager who has the authority to enforce the Pacific Grove Municipal Code.

"Responsible person" means any person that, by their action or failure to act, causes, maintains, allows, permits, aids, abets, or suffers a violation of this code. For the purposes of this definition, "person" means any natural individual or any organization that the law recognizes as having rights or duties, including, without limitation, a firm, association, partnership, joint venture, trust, estate, receiver, limited liability company, corporation, or any other legal or commercial entity.

1.17.0 Scope and Authorization to Enforce Chapter

(a) The provisions of this chapter apply to any violation of this code or any violation of a condition of approval of any permit, license, or other approval issued by the City.

(b) The City Manager has the authority to administer and enforce this chapter. The City Manager may adopt supplemental regulations or policies to implement and interpret this chapter. These regulations or policies must conform with the purpose of this chapter.

1.17.0 Use of Administrative Citations

(a) Whenever an enforcement officer determines that a violation subject to this chapter has occurred, the enforcement officer may issue an administrative citation to a responsible person in accordance with the requirements of this chapter.

(b) Each day, or any portion thereof, that a prohibited condition, use, or activity under the code is committed, continued or permitted shall constitute a separate violation for which an administrative fine may be imposed. A single citation may charge multiple violations of the code; however, each violation is subject to a separate and distinct administrative fine.

(c) The remedies and procedures provided by this chapter are cumulative to each other and to any other available under City, state, or federal law. The use of an administrative citation in place of or in addition to other remedies is at the discretion of the City.

1.17.0 Fine Amount

(a) *Default Fine*. Unless the City Council adopts a different fine amount by ordinance or resolution, the default fine amount for each violation is as follows:

(1) A fine not exceeding $100 for a first violation;

(2) A fine not exceeding $200 for a second violation within one year; and

(3) A fine not exceeding $500 for each additional violation within one year.

(b) *Fine Resolution Authorized*. By resolution, the City Council may set, and later revise, fine amounts that differ from the default in subsection (a) for any particular violation or group of violations.

1.17.0 Citation Contents

(a) *Required Contents*. Each citation must contain the following information:

(1) The name of the responsible person.

(2) The date of the violation(s).

(3) The address or a clear description of the location where the violation was observed.

(4) The code section(s) violated and a concise description of the facts.

(5) The amount of the fine for each violation.

(6) Instructions for paying the fine, including the payment deadline.

(7) An order to correct or cease the violation.

(8) A concise summary of the hearing and appeal process, including identification of the right to appeal and the appeal deadline.

(9) The name of the enforcement officer issuing the administrative citation.

(b) *Substantial Compliance*. The purpose of the citation content requirements is to provide fair notice to the responsible person and to encourage compliance with applicable laws. Substantial compliance with these content requirements is deemed sufficient to effectuate these purposes. Any defect in the form or content of a citation does not constitute a ground for invalidating the citation, provided that the citation substantially complies with the requirements of this section and under the circumstances affords the responsible person adequate notice of the alleged violation and the opportunity to respond.

1.17.0 Service Requirements

(a) *Authorized Means of Service*. Any document or notice required to be served under this chapter must be completed as follows:

(1) Personal service.

(2) Mail via first class mail to the last known address of the responsible person.

(3) If notice via personal service or mail is not possible, for citations involving a real property-related violation, the document or notice may be served via posting in a prominent place on the real property.

(b) *Effectiveness of Service*. Service by mail is complete upon deposit with the U.S. Postal Service. Service by posting is complete on the date of posting. Failure of any intended recipient to receive any properly mailed or posted notice does not affect the validity of the notice or any proceeding conducted under this chapter.

1.17.0 Satisfaction of Administrative Citation

(a) *Payment*. The responsible person must pay the fine to the City within 30 days after the citation is served, or within 30 days after service of a decision of the hearing officer upholding a fine in the event of an appeal. All fines assessed shall be payable to the City of Pacific Grove and submitted to the City or its designee. Payment of the fine waives the citee's right to contest the citation. Payment of a fine does not excuse or authorize any continuing violation, discharge a failure to correct a continuing violation, or bar further enforcement action by the City.

(b) *Remedy the Violation*. If the violation is of a continuing nature, pertains to building, plumbing, electrical, or other similar structural or zoning issues, is deemed by the enforcement officer not to create an immediate danger to health and safety, and is fully and timely corrected within the time given to correct or cease the violation, then no fine is imposed.

(c) *Request a Hearing*. As an alternative to payment of the fine or correction of continuing violation as set forth in this section, a citee may appeal the administrative citation as set forth in Section 1.17.090.

1.17.0 Request for Hearing

(a) A citee may appeal an administrative citation and contest that there was a violation or that they are the responsible person by completing and filing a request for hearing form and returning it to the City within 14 days of service of the administrative citation, together with advance payment of the fine, unless a hardship waiver is granted under Section 1.17.100. No fee is due for the filing of an appeal.

(b) The request for hearing must contain the full name, mailing address, e-mail address, and telephone number of each appellant who is appealing the citation, the number of the citation, and the grounds for appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy.

(c) A failure to file a request for hearing with all of the requirements set forth in this section is a waiver of the right to appeal the citation and to seek judicial review. In this event, the citation is final and binding.

1.17.0 Advance Deposit Hardship Waiver

Any appellant who is financially unable to deposit the administrative fines required may file a request for an advance deposit hardship waiver. The request must be filed with the City Manager at the time the appellant requests a hearing. The City Manager may waive the advance deposit requirement if the appellant files a sworn affidavit, with any supporting documents, demonstrating to the satisfaction of the City Manager the person's financial hardship or inability to deposit the fine. The City Manager's decision whether to issue a hardship waiver is final and not appealable. Failure to timely submit a completed form is a waiver of the right to apply for a hardship waiver. If a hardship waiver is denied, the person requesting the waiver must deposit the fine amount within the timeframe set by the City Manager.

1.17.0 Selection of Hearing Officer

The City Manager may select a qualified person to serve as the hearing officer for the administrative citation hearing. Hearing officers must be selected in a manner that avoids the potential for pecuniary or other bias. For purposes of this section, a qualified person includes an individual with a background in the practice of law or local governance or enforcement matters, or who is otherwise deemed qualified by the City Manager.

1.17.0 Powers and Duties of Hearing Officer

(a) The hearing officer hears all appeals in accordance with the procedures contained in this chapter. The hearing officer is authorized to issue decisions and take all actions necessary and proper to carry out the functions of the hearing officer in this chapter, including administer oaths and affirmations, hear testimony, determine admissibility, relevancy, weight, and credibility of testimony and evidence, rule upon requests of the parties, and issue a final order which includes findings of fact and conclusions of law. The hearing officer must ensure that parties receive a fair hearing and are afforded due process in accordance with the applicable State and federal law governing such hearings.

1.17.0 Hearing Notice Procedures

(a) *Hearing Preconditions*. No hearing to contest an administrative citation may proceed unless a timely and proper request for hearing form has been submitted, and the fine has been deposited in advance, or a hardship waiver has been timely requested and approved.

(b) *Timeframe for Hearing*. After receipt of the request for hearing form, and fine deposit or hardship waiver, a hearing before the hearing officer must be set for a date that is not less than 15 and not more than 45 days from the date that the request for hearing form is filed. The failure to hold the hearing within this time period does not invalidate any action of the hearing officer.

(c) *Notice of Hearing*. The appellant must be notified of the time and place set for the hearing by first class mail at least 10 days before the date of the hearing. The notice of hearing may be served by any of the methods of service listed in Section 1.17.070.

(d) *Continuance of Hearing*. The appellant may request one continuance of the hearing, but in no event may the hearing commence later than 60 days after receipt of the request for hearing form from the appellant. Further continuances or any continuance that will extend the commencement of the hearing beyond 60 days after receipt of the request for hearing may be granted at the discretion of the hearing officer for good cause or by stipulation of the appellant and the City.

1.17.0 Conduct of Hearing

(a) *Participation*. The hearing officer must be present at all times to preside over the hearing. The failure of any recipient of an administrative citation to appear at the hearing constitutes a forfeiture of the fine and a bar to judicial review of the hearing officer decision, based upon a failure to exhaust administrative remedies. Hearings may be opened to the public at the discretion of the hearing officer.

(b) *Evidence and Witnesses*. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. Each party has the opportunity to present evidence in support of that party's case, and to cross-examine witnesses. The rules of privilege are effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant

and unduly repetitious evidence may be excluded. Oral evidence may be taken only on oath or affirmation. The hearing officer may only consider evidence that is relevant to whether the violation occurred, and whether the responsible person has caused or maintained the violation on the date(s) specified in the administrative citation.

(c) *Proof*. The City bears the burden of proving the violation by a preponderance of the evidence. The administrative citation and any additional documents submitted by the issuing enforcement officer constitutes prima facie evidence of the respective facts contained in those documents.

(d) *Interpretation and Recordation*. The appellant may bring an interpreter to the hearing at the appellant's sole expense. The City may, at its discretion, record the hearing by stenographer, court reporter, audio recording, or video recording.

1.17.0 Decision of the Hearing Officer

(a) *Decision Requirements*. The hearing officer must render their decision in accordance with the provisions of this chapter. The hearing officer's decision must be in writing and must set forth the hearing officer's findings of fact and conclusions of law. The hearing officer must serve a decision within 15 days following the conclusion of the hearing. Failure of the hearing officer to render a decision within this time period does not invalidate any action of the hearing officer.

(b) *Disposition of Deposited Fines*. If the hearing officer determines the administrative citation should be upheld, then the fine amount on deposit with the City may be retained by the City. If the hearing officer determines the administrative citation should be canceled and the fine was deposited with the City, then the City must promptly refund the amount of any deposited fine.

1.17.0 Judicial Review

An appellant may seek review of the hearing officer's decision in the Monterey County Superior Court in accordance with Government Code section 53069.4.

1.17.0 Late Charges and Fine Collection

(a) *Late Charges*. Failure to pay an administrative fine by the due date will result in the assessment of a late charge. The late charge will be equal to 100 percent of unpaid fine. Failure to pay an administrative fine by the due date may also result in the imposition of an interest charge at a rate established by resolution of the City Council.

(b) *Collection*. Any unpaid fine, late charge, or interest is a debt that is immediately due and owing to the City. The City may collect any such debt through any method allowed by law. Commencement of an action to collect the debt does not preclude issuance of additional administrative citations to the responsible person should the violations persist.

Lien and Special Assessment Authority. Any unpaid fine, late charge, or interest that is final and in connection with real property may be collected by means of a lien or a special assessment against the real property on which the violation occurred."

EXHIBIT B

1.18.100 Administrative hearing officer selection.

The City Manager may select a qualified person to serve as the hearing officer for the administrative citation hearing. Hearing officers must be selected in a manner that avoids the potential for pecuniary or other bias. For purposes of this section, a qualified person includes an individual with a background in the practice of law or local governance or enforcement matters, or who is otherwise deemed qualified by the City Manager**.**

1.18.230 Hearing officer's decision.

(c) After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the citation and shall list the reasons for that decision. The decision of the hearing officer shall be final for purposes of administrative review.

(d) If the hearing officer determines that the citation should be upheld, then the fine amount on deposit with the city shall be retained by the city. If the fine has not been deposited, the hearing officer shall set forth in the decision a payment schedule for the fine.

(e) If the hearing officer determines that the citation should be canceled and the fine was deposited with the city, then the city shall promptly refund the amount of the deposited fine, together with interest. If the fine has not been deposited, the hearing officer shall cancel the obligation to tender the fine.

The hearing officer's decision shall be personally served or served by first class mail.

"

EXHIBIT C

CHAPTER 1.19 - NUISANCE ABATEMENT

1.17.010 Purpose

This chapter establishes procedures for abating public nuisances and related cost recovery, as authorized by Government Code sections 38773.1 and 38773.5. It supplements every other enforcement remedy available to the City. Use of this nuisance abatement process is at the sole discretion of the City.

1.17.020 Definitions

For the purposes of this chapter, the following definitions apply:

"Abatement costs" means all costs, fees, and expenses, incidental or otherwise, including reasonable attorney fees, incurred by the City in investigating and abating a public nuisance.

"City Manager" means the City Manager or their designee.

"Enforcement officer" means any City employee or agent of the City designated by the City Manager who has the authority to enforce the Pacific Grove Municipal Code.

"Junk" means waste, rubbish, appliances, scrap metal, building materials, and similar miscellaneous items.

"Responsible person" means any person that, by their action or failure to act, causes, maintains, allows, permits, aids, abets, or suffers a violation of this code. For the purposes of this definition, "person" means any natural individual or any organization that the law recognizes as having rights or duties, including, without limitation, a firm, association, partnership, joint venture, trust, estate, receiver, limited liability company, corporation, or any other legal or commercial entity.

1.17.030 Scope

The provisions of this chapter apply to all real property in the City except those parcels owned by the City of Pacific Grove.

1.17.040 Administration and Enforcement

The administration and enforcement of this chapter is the responsibility of the enforcement officer, unless otherwise expressly stated herein.

1.17.050 Service

(a) *Authorized Means of Service*. Any document or notice required to be served under this chapter must be completed as follows:

(1) Personal service.

(2) Mail via first class mail to the last known address of the responsible person.

(3) If notice via personal service or mail is not possible, for citations involving a real property-related violation, the document or notice may be served via posting in a prominent place on the real property.

(b) *Effectiveness of Service*. Service by mail is complete upon deposit with the U.S. Postal Service. Service by posting is complete on the date of posting. Failure of any intended recipient to receive any properly mailed or posted notice does not affect the validity of the notice or proceedings conducted under this chapter.

1.17.060 Designated Nuisances

It is unlawful for any person owning, leasing, renting, occupying, or having charge or possession of any property in the City to maintain the property or allow the property to be maintained, with any of the following conditions:

(a) *Junk, Trash, and Debris*. Accumulations of junk, trash, or debris in a manner visible from a public right-of-way or adjacent property.

(b) *Abandoned or Damaged Buildings*. Buildings that are abandoned, partially destroyed, or permitted to remain unreasonably in a state of partial construction.

(c) *Broken Windows*. Broken windows, which constitute hazardous conditions and invite trespassers and malicious mischief.

(d) *Overgrown Vegetation*. Overgrown weeds, grass, or vegetation.

(e) *Dead, Decayed, or Diseased Vegetation*. Dead, decayed, diseased, or hazardous trees, weeds, and other vegetation that is: (1) constituting unsightly appearance, (2) dangerous to public safety and welfare, or (3) detrimental to nearby property or property values.

(f) *Detriment to Public Health, Safety, and General Welfare*. Maintenance of premises in such condition as to be detrimental to the public health, safety, or general welfare or in such manner as to constitute a public nuisance as defined by Civil Code section 3480.

(g) *Fire Hazard*. All dry, dead shrubs, dead trees, combustible refuse and waste, or any material growing around the streets, sidewalks, or upon private property within the City, which by reason of its size, manner, or growth or location constitutes a fire hazard to any building, improvements, crops, or other property, or when dry, will in reasonable probability constitute a fire hazard.

(h) *Detrimental to Enjoyment or Use of Property*. Maintenance of premises so out of harmony or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties.

(i) *Polluted Water*. Any swimming pool, pond or other body of water which is abandoned, unattended, unfiltered, or not maintained, resulting in the water becoming polluted. “Polluted water,” for the purpose of this Chapter, means water contained in a swimming pool, pond, or other body of water, which includes, but is not limited to, bacterial growth, including algae, remains of rubbish, refuse, debris, papers, or any other foreign matter which, because of its nature or location, constitutes an unhealthy, unsafe or unsightly condition.

(j) *Graffiti*. Graffiti or other defacement of real or personal property present or remaining on a building, structure or vehicle, or portion thereof, that is visible from a public right-of-way or adjacent property.

(k) *Inoperable Vehicles*. Abandoned, dismantled, inoperable or wrecked vessels, campers, motorcycles, trailers, vehicles, or parts thereof, unless kept, placed, parked, or stored inside of a completely enclosed, lawfully constructed building or structure.

(l) Any violation of the Pacific Grove Municipal Code.

1.17.070 Compliance Orders

(a) *Authority to Issue*. An enforcement officer may issue a written compliance order to any responsible person when the officer determines that a violation is occurring or exists.

(b) *Required Contents*. A compliance order issued under this chapter must contain the following information:

(1) The address of the real property on which the alleged nuisance condition exists;

(2) A description of the alleged nuisance conditions and the code section prohibiting the alleged nuisance condition.

(3) A brief description of the required corrective actions.

(4) The deadline to complete the corrective actions.

(5) A statement that the City may record a Notice of Violation with the Monterey County Recorder's Office against the premises

(6) The enforcement officer's name.

(7) The period and manner in which a responsible person may contest the compliance order as set forth in Section 1.19.080.

(c) *Additional Requirements for Demolition*. Whenever the enforcement officer intends to abate a public nuisance by demolition of a building or structure if the responsible person fails to comply, then the City must comply with the following additional requirements:

(1) The compliance order must contain a statement that the City intends to abate the nuisance with City personnel or contractors by demolition of a building or structure if the nuisance conditions are not repaired, rehabilitated, removed, terminated, or demolished within the deadline set forth in the compliance order; and

(2) The City must serve the compliance order on all secured lienholders of record with the Monterey County Recorder's Office.

(d) *Service*. Any compliance order issued under this section must be served in the manner required under Section 1.19.050.

(e) *Exemption for Emergency Abatement*. The provisions of this section do not apply in cases involving emergency abatement under Section 1.19.110.

1.17.080 Compliance Order Appeals

(a) *Right to Appeal*. Any person issued a compliance order has a right to appeal the City's nuisance determination in accordance with this chapter.

(b) *Appeal Requirements*. An appeal must be filed within 15 calendar days following the date of service of the compliance order. A written notice of appeal must contain the full name, mailing address, e-mail address, and telephone number and the grounds for appeal in sufficient detail to enable the hearing officer and City to understand the nature of the controversy.

(c) *Effect of Failure to Appeal*. A person who does not properly and timely appeal a compliance order waives the right to challenge it and has failed to exhaust administrative remedies. In this event, the compliance order is final.

1.17.090 Appeal Hearings

(a) *Selection of Hearing Officer*. The City Manager may select the hearing officer. The hearing officer must be selected in a manner that avoids the potential for pecuniary or other bias.

(b) *Scheduling and Noticing of the Hearing*. If a timely and proper appeal is filed, then the City Clerk must schedule the hearing no sooner than 15 days and no later than 60 days from receipt of the notice of appeal, unless the parties waive such time limits. The failure to hold the hearing within this time period does not invalidate any action of the hearing officer. The City Clerk must notify the appellant in writing of the date, time, and location of the hearing at least 10 days before the date of the scheduled hearing. The notice of hearing must be served in accordance with Section 1.19.050.

(c) *Issues on Appeal*. The City bears the burden of proof to establish a nuisance exists by a preponderance of evidence. The issuance of a compliance order is prima facie evidence of the existence of a violation. The scope of the appeal is limited to whether any nuisance condition identified in the compliance order exists.

(d) *Evidence, Witnesses, and Recording*. All parties have the right to present evidence and witnesses. The formal rules of evidence and discovery do not apply. The rules of privilege apply as they do in civil actions. Irrelevant or unduly repetitious evidence may be excluded. Oral evidence may be taken only on oath or affirmation. The appellant and respondent may represent themselves or be represented by anyone of their choice. No party has the right to cross-examine any other party or witness except for good cause shown to the satisfaction of the hearing officer. The appellant may bring an interpreter to the hearing at their sole expense. The City may, at its discretion, record the hearing by stenographer, court reporter, audio recording, or video recording.

(e) *Decision of the Hearing Officer*. The hearing officer's decision must be in writing, set forth the hearing officer's findings of fact and conclusions of law, order the abatement of any confirmed nuisance conditions within a deadline determined by the hearing officer to be reasonable, and include a statement that if the nuisance is not abated then it may be abated by the City. If the hearing officer determines that each nuisance condition described in the compliance order is nonexistent, the compliance order is deemed cancelled. The hearing officer must render a decision within 15 days following the conclusion of the hearing. Failure of the hearing officer to render a decision within this time period does not invalidate any action of the hearing officer or automatically grant the appeal. The hearing officer's decision must be served in accordance with Section 1.19.050. The hearing officer's decision is the final administrative decision of the City regarding the compliance order. The hearing officer's decision is effective on the date of service of the decision. The decision must contain the following statement: "The decision of the hearing officer is final and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure section 1094.6 et seq."

1.17.0 City Abatement

If a nuisance is not completely abated within the time prescribed by the compliance order, or, if appealed, in the hearing officer's decision, the City is authorized to abate a nuisance by City staff

or private contractor. The City and its agents are expressly authorized to enter the premises for such purpose. Except in cases involving an imminent hazard, entry onto any real property to abate a public nuisance must be pursuant to a warrant issued by a court of competent jurisdiction.

1.17.0 Emergency Abatement

(a) If, in the reasonable opinion of the enforcement officer, there exists a condition that constitutes an imminent threat of harm to public health or safety, or imminent hazard to real or personal property, the enforcement officer may cause the conditions to be summarily abated in accordance with the following procedure. When determining whether a hazard is sufficiently imminent to warrant emergency abatement, the enforcement officer may consider whether there is insufficient time to follow the administrative process for non-emergency abatements described in this chapter.

(b) If time permits, the enforcement officer may attempt to contact the owner or occupant of the property to notify the responsible person that the condition must be immediately abated to eliminate the imminent hazard.

(c) If the enforcement officer is unable to make contact, or if after contact with the owner or occupant does not take action within the time prescribed by the enforcement officer, he or she is authorized to take all actions necessary to eliminate or mitigate the hazardous condition, utilizing the City's own forces or private contractor.

(d) As soon as reasonably possible under the circumstances, following any emergency abatement action by the City to abate an immediate hazard, the City must provide each responsible person with a "Notice of Summary Abatement." The Notice of Summary Abatement must be served in accordance with Section 1.19.050 and contain the following information:

(1) A brief description of the condition and reasons why it constituted an imminent threat or hazard;

(2) A brief description of the law prohibiting or pertaining to the imminent threat or hazard; and

(3) A brief description of the actions the City took to abate the imminent threat or hazard.

(e) The City's determination that a condition constituted an imminent threat or hazard may be appealed as set forth in Section 1.19.080.

(f) The enforcement officer must keep an itemized account of the costs incurred by the City in abating the public nuisance. The City is entitled to recover all abatement costs incurred in the abatement of an imminent threat or hazard in accordance with the procedures set forth in this chapter.

1.17.0 Notice of Violation Recordation

(a) *Recordation Authorization*. If a nuisance is not completely abated as determined by the City within the time prescribed by the compliance order, if appealed, in the hearing officer's decision, the City may record a Notice of Violation with the Monterey County Recorder's Office against the premises.

(b) *Rescission*. The City must record a Notice of Rescission of Notice of Violation with the Monterey County Recorder's Office within 10 business days of its determination that the violation has been fully abated or corrected.

(c) *Service*. Upon recordation, the City must serve a copy of the recorded Notice of Violation or Notice of Rescission on each person having an ownership interest in the property.

1.17.0 Cost Recovery Authorization

(a) *City's Right to Recover Nuisance Abatement Costs*. Whenever the City incurs abatement costs in abating a public nuisance or seeking to abate a code violation or public nuisance, the City is entitled to recover the abatement costs related to those code enforcement efforts in accordance with the procedure set forth in this chapter. The City may commence cost recovery proceedings at any time.

(b) *Recoverable Abatement Costs*. Recoverable costs include all abatement costs. Recoverable costs may not exceed the actual and reasonable costs of nuisance abatement.

1.17.0 Cost Recovery Initiation

(a) *Report of Abatement Costs*. To initiate the process for recovery of abatement costs, the City must serve an itemized report of abatement costs on the responsible person identifying all abatement costs and demanding payment. The report must provide notice that any unpaid amounts may become a lien and special assessment against the property unless the City receives full and timely payment.

(b) *Service of Report of Abatement Costs*. The report of abatement costs must be served in accordance with Section 1.19.050. If the code violation or public nuisance relates to real property, then the report of abatement costs must be served on each person with a recorded interest in the property.

(c) *Payment*. Timely, full payment of the abatement costs must be remitted to the City within 45 calendar days following the date of service of the report of abatement costs.

(d) *Right to Appeal*. Any person issued a report of abatement costs has a right to appeal the report of abatement costs. An appeal must be filed within 15 calendar days following the date of service of the report of abatement costs. The right to appeal and procedures must be specified in the report. A written notice of appeal must contain the following information: (1) the name and contact information of the appellant, and (2) the grounds for appeal in sufficient detail to enable the hearing officer and City to understand the nature of the controversy. The failure of any person who has been served with proper notice to timely file an appeal is a failure to exhaust administrative remedies.

1.17.0 Cost Recovery Hearings and Appeals

(a) *Cost Recovery Appeal*. These hearing procedures supplement and augment those above. The scope of the appeal is limited to the appropriateness of the amount of the abatement costs, and the hearing officer's decision may confirm, discharge, or modify the amount of costs.

(b) *Decision*. The hearing officer's decision must be in writing, set forth the hearing officer's findings of fact and conclusions of law, and demand payment of any confirmed abatement costs within 30 calendar days following the date of service of the hearing officer's decision.

(c) *Payment of Confirmed Costs*. Any confirmed abatement costs must be tendered to the City within 30 calendar days following the date of service of the hearing officer's decision.

1.17.0 Cost Collection Initiation

(a) Upon expiration of 45 days after the report of abatement costs, or 30 days after the hearing officer's decision in the event of an appeal, if the full amount of the final abatement costs has not been paid, any unpaid costs may be collected by the City in accordance with Sections 1.19.160 through 1.19.190.

(b) To collect the unpaid costs via a lien or special assessment, the City Council, after a public hearing, may adopt a resolution confirming imposition of the debt and approving filing a lien or special assessment against the subject real property.

1.17.0 Lien Cost Collection

(a) In accordance with Government Code section 38773.1, abatement costs may be levied by the City as a lien against the property on which the nuisance was abated. The City may record a lien against the nuisance property for any unpaid amount. Before recording a lien, the City must serve each person with a recorded interest in the subject property with notice of the lien. In addition, any owner of record must be served in accordance with Government Code section 38773.1.

(b) The nuisance abatement lien must be recorded in the office of the County Recorder of Monterey County, California; and from the date of recording, the nuisance abatement lien will have the force, effect, and priority of a judgment lien, and will continue in effect until discharged by the City.

(c) The lien must specify the City as the agency for whose benefit the lien is established, the amount of the lien, the date of any abatement order, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

(d) The nuisance abatement lien may be foreclosed by an action brought by the City for a money judgment. All costs and expenses relating to the processing, recording, and enforcement of the abatement lien, including recording fees, noticing costs and attorney fees may be added to the amount of the lien and will be secured thereby.

(e) Upon payment or other satisfaction of the abatement lien, a notice of release of lien must be prepared and recorded by the City forthwith.

1.17.0 Special Assessment Cost Collection

(a) In accordance with Government Code section 38773.5, abatement costs may be levied by the City as a special assessment against the property on which the nuisance was abated. If the abatement costs have not been paid in full within the time required by this Chapter, the City may levy a special assessment against the real property on which the violation occurred. The City must serve each person with a recorded interest in the subject property with notice of the imposition of the special assessment. In addition, any owner of record must be served in accordance with Government Code section 38773.5. The notice must specify that the property may be sold after three years by the Tax Collector for unpaid delinquent assessments.

(b) The notice of special assessment is entitled to recordation with the Monterey County Recorder's Office. A copy of the notice of special assessment must be transmitted to the County Tax Assessor and Tax Collector, whereupon the Tax Assessor and Tax Collector must add the amount of the special assessment on the next regular bill for real estate taxes levied against the

property identified in the notice of special assessment. Thereafter, the special assessment will be collected at the same time and in the same manner as ordinary municipal taxes are collected, and will be subject to the same penalties and the same procedure and sale in the case of delinquency as provided by law for ordinary municipal taxes. After recordation, the special assessment may be foreclosed on as a lien in the manner and means provided by law.

1.17.0 Civil Action Cost Collection

(a) In addition to any other remedies set forth in this Code or otherwise provided by law, the City Attorney is authorized to bring a civil action, at the City Attorney's discretion, to recover the City's abatement costs.

1.17.0 Combined Notices

The notices that are authorized by this chapter may be combined in the discretion of the City.

1.17.0 Enforcement

(a) It is unlawful and declared a public nuisance for any person to violate any provision of this chapter. It is unlawful and declared a public nuisance for any person to violate any order of a hearing officer made under this chapter.

(b) Any person who violates any provision of this chapter is guilty of a misdemeanor punishable by a fine of up to $1,000, or by imprisonment in the County jail not exceeding six months, or by both, except the City Attorney or enforcement officer may prosecute a violation of this chapter as an infraction, in his or her discretion.

(c) Violation of this chapter may be punished by issuance of an administrative citation fine, as set forth in Chapter 1.17.

(d) The City Attorney is authorized to bring a civil or equitable action, at his or her discretion, to seek the abatement of any violation of this chapter or enforcement of any provision of this chapter.

(e) Each and every day a violation is maintained, caused, aided, abetted, concealed, suffered, or permitted is a separate offense.

(f) The regulations, remedies, procedures, and penalties provided by this chapter are cumulative to each other and to any other available under City, State, or federal law.

1.17.0 Attorney Fee Recovery

The prevailing party in any judicial action, administrative proceeding, or special proceeding to abate a nuisance may recover its incurred attorney fees, provided that the City elected, at the initiation of such individual action or proceeding, to recover its own attorney fees. In no judicial action or administrative proceeding may an award of attorney fees to a prevailing party exceed the amount of reasonable attorney fees incurred by the City in the judicial action or administrative proceeding. A judicial action includes, but is not limited to, any civil action, inspection or abatement warrant, administrative proceeding, or appeal from an administrative proceeding. Any recovery of attorney fees for abatement of a nuisance must be in accordance with this section."

EXHIBIT D

6.09.080 Failure to collect and report tax – Determination of tax by tax administrator.

If any operator shall fail or refuse to collect said tax and to make, within the time provided in this chapter, any report and remittance of said tax or any portion thereof required by this chapter, the tax administrator shall proceed in such manner as he or she may deem best to obtain facts and information on which to base his or her estimate of the tax due. As soon as the tax administrator shall procure such facts and information as he or she is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, he or she shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the tax administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his or her last known place of address. ~~Such operator may within 10 days after the serving or mailing of such notice, make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the tax administrator shall become final and conclusive and immediately due and payable. If such application is made, the tax administrator shall give not less than five days' written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in said notice why said amount specified therein should not be fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing the tax administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed herein of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after 15 days unless an appeal is taken as provided in PGMC 6.09.090.~~

6.09.090 Appeals.

(a) *Right to Appeal*. Any person aggrieved by any decision of the tax administrator with respect to the amount of such tax, interest and penalties, if any, has a right to file a written appeal the within 15 calendar days following the date of service of the determination of tax due.

(b) *Effect of Failure to Appeal*. Failure to appeal is waiver of the right to challenge the decision and failure to exhaust administrative remedies. In this event, the decision order is final, and any tax, interest, and penalties are immediately due and payable.

(c) *Selection of Hearing Officer*. The City Manager may select the hearing officer. The hearing officer must be selected in a manner that avoids the potential for pecuniary or other bias.

(d) *Scheduling and Noticing of the Hearing*. If a timely and proper appeal is filed, then the City Clerk must schedule the hearing no sooner than 15 days and no later than 60 days from receipt of the notice of appeal, unless the parties waive such time limits. The failure to hold the hearing within this time period does not invalidate any action of the hearing officer. The City Clerk must notify the appellant in writing of the date, time, and location of the hearing at least 10

days before the date of the scheduled hearing. The notice of hearing must be served personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at their last known place of address.

(e) *Burdens and Standard*. The City bears the initial burden to produce evidence showing a reasonable basis for the estimate and assessment made under this chapter. If the City meets that burden, the operator bears the burden to produce records or other evidence sufficient to rebut the estimate and assessment.

(f) *Decision*. The hearing officer's decision must be in writing, set forth the hearing officer's findings of fact and conclusions of law, determine the proper tax to be remitted, and include a 15 -day deadline for payment of any upheld amount to the City. If the hearing officer determines that each nuisance condition described in the compliance order is nonexistent, the compliance order is deemed cancelled. The hearing officer must render a decision within 15 days following the conclusion of the hearing. Failure of the hearing officer to render a decision within this time period does not invalidate any action of the hearing officer or automatically grant the appeal. The hearing officer's decision must be served personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at their last known place of address. The decision must contain the following statement: "The decision of the hearing officer is final and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure section 1094.6 et seq."

EXHIBIT E

7.40.160 Appeal of tax.

Any person aggrieved by any decision of the city with respect to the amount of the transient occupancy tax or fees associated thereto may appeal to a hearing officer in accordance with Section 6.09.090.

EXHIBIT F

9.17.130 Enforcement.

(a) Beginning January 1, 2024, if the city determines that a generator, responsible party, self-hauler, hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action pursuant to this section, as needed.

(b) Violation of any of the provisions of this chapter shall constitute an infraction or misdemeanor and shall be punishable as set forth in Chapter 1.16 PGMC.

(c) Notwithstanding any other legal remedy, violation of any of the provisions of this chapter may be enforced pursuant to Chapter 1.19 PGMC.

(d) Notwithstanding any other legal remedy, violation of any of the provisions of this chapter shall constitute a public nuisance and shall be subject to abatement, injunction, or other civil remedy as appropriate.

(e) Notice of Violation.

(1) City enforcement officials or their designee will monitor compliance randomly and through compliance reviews, route reviews, investigation of complaints, and an inspection program (that may include remote monitoring).

(2) For incidences of prohibited container contaminants found in containers, city will issue a notice of contamination to any generator or responsible party found to have prohibited container contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the prohibited container contaminants or within 10 business days after determining that a violation has occurred. If the city observes prohibited container contaminants in a responsible party's containers on more than three consecutive occasions, the city may assess contamination processing fees or contamination penalties on the generator.

(3) City shall issue a notice of violation requiring compliance within a maximum of 60 days of issuance of the notice. Notices shall be sent to "Owner" at the official address of the owner maintained by the tax collector for the city or if no such address is available, to the owner at the address of the multifamily premises or commercial premises or to the responsible party for the collection services, depending upon available information.

(f) Penalty Amounts for Types of Violations. Penalties may be assessed for violations as provided in Chapters 1.16 and/or 1.19 PGMC. Any person causing or permitting a violation of this code shall be regarded as committing a separate offense on each day that the violation occurs or continues.

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

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

MEETING DATE: September 17, 2025

SUBJECT: Cedar, Sunset & Congress Intersection Improvements Project

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

RECOMMENDATION

1. Authorize staff to begin working with the Transportation Agency for Monterey County (TAMC) to amend the funding agreement for the Cedar, Sunset and Congress Intersection Project, requesting a funding increase of $137,961, to continue with the Design Engineering Evaluation Report, for a Round-a-Bout at the intersection.
2. Bring back the TAMC funding agreement and GHD amendment at a future Council meeting for consideration.
3. Alternatively, discuss and take other action related to this item.

DISCUSSION

Background

In 2016, the Transportation Agency for Monterey County (TAMC), in partnership with the City of Pacific Grove (City) and California Department of Transportation (Caltrans), conducted a study of the State Route 68 Corridor (SR68) segment located in Pacific Grove City bounds, the Pacific Grove Hwy 68 Corridor Study.

https://www.tamcmonterey.org/pacific-grove-hwy-68-corridor-study

The intent of the study was to identify improvements that would provide safer access for all modes of travel. The study identifies several areas along the SR68 corridor, managed by Caltrans and within the City boundary, that are ripe for safety improvements. The City, in coordination with TAMC, have focused on complete street and safety improvements to the five-legged intersection of Sunset Drive, Congress Avenue, and Cedar Street. This intersection has been selected because it is adjacent to two schools, is heavily trafficked, and has historically been an area of interest for improvement by the community and TAMC.

On November 8, 2016, TAMC placed the Transportation Safety & Investment Plan (Measure X) on the ballot, and the measure was approved with 67.7% approval from Monterey County voters. The measure, through retail transactions and use tax of three-eighths of one percent (3/8%) is anticipated to generate an estimated $20 million annually for 30 years. The revenue from the sales tax measure is used for transportation safety and mobility projects in Monterey County. 40% of the revenue is allocated to Regional Projects via the Regional Safety Mobility and Walkability Program. TAMC has identified and allocated funding for specific projects across the county; one of the projects identified includes improvements to the SR68 Corridor within Pacific Grove. A total of $5 million has been allocated.

On October 19, 2022, the Council approved a Measure X funding agreement with TAMC for an amount not to exceed $1,000,000, of the larger $5 million bucket, to the initial phase and kick off the project. At the July 5, 2023, meeting, Council authorized the City to enter into an agreement with GHD for Phase I of the Congress, Cedar, and Sunset Intersection Safety Improvement Project in an amount not to exceed $797,574. Since the commencement of the project and the authorization of the agreement with GHD, significant progress has been made.

At the City Council's July 17, 2024 meeting, the Council chose to pursue a single build alternative for the five-way intersection –a roundabout with Cedar access relocated. The report with background information can be found here.

Update
The City has requested to use the Design Engineering Evaluation Report (DEER) process to document project initiation and project approval for the Project based on the single-build alternative presented to and accepted by City Council in July 2024. Subsequently, the City prepared draft studies and documents in support of the DEER, including preparation of draft Preliminary Design Drawings (30% design), a traffic analysis summarized in a draft Traffic Operations Analysis Report/Intersection Control Evaluation (TOAR/ICE) and a draft Preliminary Environmental Analysis Report (PEAR). In May 2025, Caltrans provided an expectations memorandum that memorialized the decision to move forward with a DEER for Caltrans oversight and approval. This memorandum provided a brief project scope, applicability of the DEER process, and expectations of the City for utilizing the DEER process for the Project. Specifically, the memorandum provided that the project was eligible to use the DEER process for project initiation and project approval.

GHD's scope of work under the current agreement with the City is to complete a Project Initiation Document (PID) only. With the use of the DEER process, both the PID and Project Approval and Environmental Document (PA&ED) are combined.

Caltrans had five specific expectations for completion of the DEER for the project, they include:

1. Project Schedule: The City shall submit a schedule for the Project to Caltrans that establishes target dates for the DEER document development. These target dates should include, but are not limited to, anticipated dates for document submittal for Caltrans review, significant project milestones, and the target completion date for the DEER document.

2. Environmental Documentation: Environmental documentation for CEQA and NEPA must be included as an appendix of the Project's DEER document. The City should submit draft CEQA document to Caltrans for review and input.

3. Design Standard Decision Document: The proposed roundabout appears to include nonstandard features that require preparation of a Design Standard Decision Document (DSDD). The DSDD will be referenced in the DEER document and should be finalized before the DEER document is approved.

4. Cooperative Agreement: A cooperative agreement is required for projects utilizing a DEER document when the project requires oversight reimbursements, funds transfers, CTC allocations, or State-Furnished Materials. The City and Caltrans will develop the terms of any cooperative agreement based on the Project's needs.

5. Regular Coordination Meetings: Meetings with Caltrans and City staff have been occurring on a monthly basis. These meetings should continue to encourage open and productive collaboration.

The DEER process is outside the original scope for GHD, so GHD proposed an amendment that would replace the existing scope of work with the scope of work noted below.

Scope of Work
1. Project Management, Coordination and Documentation
2. Data Collection and Base Mapping (Work Previously Completed)
3. Alternatives Analysis
4. Preliminary Environmental Analysis
5. Geotechnical Investigation / Pavement Design Report
6. Preliminary Design
7. Environmental Documentation: NEPA and CEQA Documents, the primary scope of the amendment (This amendment will finalize NEPA and CEQA documents, enabling the City to begin seeking construction funding)

8. Storm Drainage Analysis
9. Right-of-Way Services
10. Caltrans Approval Documents

The budget request for this scope of work will be the difference between what is remaining in the current agreement and the budget needed to complete the scope of work for the DEER process. The proposed amendment would be an additional $340,387 on the original contract of $797,574.

Original Contract	$797,574
This Amendment	$340,387
Total	$1,137,961

To date, the City has expended $444,110 of the $797,574 contract with GHD.

OPTIONS

1. Continuing with the recommended project, a Round-A-Bout at the intersection of Congress, Cedar and Sunset

2. Review alternative designs

3. Do nothing and discontinue the project

FINANCIAL IMPACT:

As noted, this project is funded via Measure X and is approved as part of the Capital Improvement Program. The requested GHD amendment exceeds the allotted $1,000,000 that has been allocated by TAMC through the Regional Measure X funding agreement. Staff is recommending that the City work with TAMC to amend the Measure X funding agreement and bring back the funding agreement, along with the GHD amendment, at a future Council meeting.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

GHD Amendment

Funding Agreement

Project limits

2235 Mercury Way, Suite 150
Santa Rosa, CA 95405
USA
www.ghd.com

Our ref: 12604714

6 June 2025

Mr. Daniel Gho, Public Works Director
City of Pacific Grove
300 Forest Ave.
Pacific Gove, CA 93950

RE: State Route 68 (Sunset Drive)/Congress/Cedar Intersection Multi-Modal Safety Improvements Project – Amendment No. 1 Proposal for Change to QMAP with Preparation of Design Engineering Evaluation Report (DEER)

Dear Daniel

GHD is pleased to provide this proposal for an amendment to our current Professional Services Agreement (PSA) for design professional services for the State Route 68 (Sunset Drive)/Congress/Cedar Intersection Multi-Modal Safety Improvements Project (Project). The project includes conversion of the existing 5-leg Congress, Sunset and Cedar all-way stop intersection to a 4-leg roundabout with Cedar realigned to Congress and selected by the City Council in July 2024; along with multi-modal corridor improvements between the intersection of Congress, Sunset and Cedar and Forest Avenue, along Sunset Avenue (SR 68). It is anticipated that a combination of services will be required to deliver the project, including preparation of a Design Engineering Evaluation Report (DEER), environmental technical studies and preparation of CEQA document to allow for project initiation and approval with Caltrans.

Background

The City of Pacific Grove has requested to use the Design Engineering Evaluation Report (DEER) process to document project initiation and project approval for the Project based on the single-build alternative presented to and accepted by City Council in July 2024. Subsequently, GHD worked with the City to prepare draft studies and documents in support of the DEER, including preparation of draft Preliminary Design Drawings/Geometric Evaluation Drawings (30% design), a traffic analysis summarized in a draft Traffic Operations Analysis Report/Intersection Control Evaluation (TOAR/ICE) and a draft Preliminary Environmental Analysis Report (PEAR). In May 2025, Caltrans provided an expectations memorandum that memorialized the decision to move forward with a DEER for Caltrans oversight and approval. This memorandum provided a brief project scope, applicability of the DEER process, and expectation of the City for utilizing the DEER process for the Project. Specifically, the memorandum provided that the project was eligible to use the DEER process for project initiation and project approval.

GHD's current scope of work under agreement with the City is to complete a Project Initation Document (PID) only. With the use of the DEER process, both the PID and Project Approval and Environmental Document (PA&ED) are combined.

Caltrans had five specific expectations for completion of the DEER for the project, they include:

1. Project Schedule: The City shall submit a schedule for the Project to Caltrans that establishes target dates for the DEER document development. These target dates should include, but are not limited to, anticipated dates for document submittal for Caltrans review, significant project milestones, and target completion date for the DEER document.

2. Environmental Documentation: Environmental documentation for CEQA and NEPA must be included as an appendix of the Project's DEER document. The City should submit draft CEQA document to Caltrans for review and input.
3. Design Standard Decision Document: The proposed roundabout appears to include nonstandard features that require preparation of a Design Standard Decision Document (DSDD). The DSDD will be referenced in the DEER document and should be finalized before the DEER document is approved.
4. Cooperative Agreement: A cooperative agreement is required for projects utilizing a DEER document when the project requires oversight reimbursements, funds transfers, CTC allocations, or State-Furnished Materials. The City and Caltrans will develop the terms of any cooperative agreement based on the Project's needs.
5. Regular Coordination Meetings: Meetings with Caltrans and City staff have been occurring on a monthly basis. These meetings should continue to encourage open and productive collaboration.

This amendment would replace the existing scope of work with the scope of work included in this amendment. The budget request for this scope of work will be the difference between what is remaing in the current agreement and the budget needed to complete the scope of work for the DEER process.

Based on this understanding, our scope of work follows.

Scope of Work

The following outline scope of work was prepared by GHD to identify the services that will be provided to the City of Pacific Grove to move the SR 68 for Congress, Sunset, Cedar Intersection Multi-Modal Safety Improvements through the Quality Management Assessment Process (QMAP) with preparation of a Design Engineering Evaluation Report (DEER) and supporting documents and studies as described below. The DEER will document both project initiation and project approval eliminating the need for separate processing of a PID. The revised scope of work, showing tasks added and removed from the contract, is attached to this proposal.

Task 1 - Project Management, Coordination and Documentation

Task 1.1 – Project Management and Coordination

Task 1.2 – Quality Management Plan

Task 1.3 – Project Meetings

Task 1.4 – Community Outreach and Presentations (Work Previously Completed)

Task 1.5 – Stakeholder Outreach (Work Previously Completed)

Task 2 – Data Collection and Base Mapping (Work Previously Completed)

Task 2.1 – Data Collection (Work Previously Completed)

Task 2.2 Preliminary Survey/Base Mapping (Work Previously Completed)

Task 3 – Alternatives Analysis

Task 3.1 – Develop Project Purpose and Need (Work Previously Completed)

Task 3.2 – Conduct ICE Evaulation and Traffic Engineering Performance Assessment

Task 3.3 – Alternatives Development (Work Previoulsy Completed)

Task 3.4 – Right-of-Way Data Sheet (Task Rescoped)

Task 4 – Preliminary Environmental Analysis

Task 4.1 – Prelimimnary Environmental Analysis Report (PEAR)

Task 4.2 – Storm Water Data Report (SWDR) (Short Form) (Task Rescoped)

Task 4.3 – Additional PSR-PDS Attachments (Task Rescoped)

Task 4.4 – PSR-PDS Submittals (Task Rescoped)

Task 5 – Geotechnical Investigation / Pavement Design Report

Task 5.1 - Preliminary Geotechnical Design Report (PBDR)

Task 5.2 - Pavement Memorandum

Task 6 – Preliminary Design

Task 6.1 - Preliminary Engineering (30%) Design

Task 7 - Environmental Documentation

Task 7.1 - NEPA/CEQA Supporting Technical Studies

Task 7.1.1 - Community Impact Assessment

Task 7.1.2 - Visual Impact Assessment Memorandum

Task 7.1.3 - Archaeological Survey Report, Historical Resources Evaluation Report and Historic Property Survey Report

Task 7.1.4 - Water Quality Memorandum

Task 7.1.5 - Paleontological Identification Report

Task 7.1.6 - Initial Site Assessment

Task 7.1.7 - Air Quality Memorandum and Conformity Checklist

Task 7.1.8 - Construction Noise Memorandum

Task 7.1.9 - Energy and Climate Change Memorandum

Task 7.1.10 - Natural Environment Study Minimal Impact

Task 7.2 - CEQA IS/MND

Task 7.2.1 - Kickoff Meeting

Task 7.2.2 - Administrative Draft IS-MND

Task 7.2.3 - Public Review Draft IS-MND

Task 7.2.4 - Response to Comments, Final IS-MND, and MMRP

Task 7.2.5 - CEQA Project Management

Task 8 – Storm Drainage Analysis

Task 8.1 SWDR – Long Form

Task 9 – Right-of-Way Services

Task 9.1 - RWDS

Task 10 – Caltrans Approval Documents

Task 10.1 - Design Engineering Evaluation Report (DEER)

Task 10.2 - Non-Standard Design Features

Task 10.3 - 11-page Estimate

Assumptions

- A Cooperative Agreement will be completed by the City with Caltrans and minimal support required from GHD.
- Concurrent City and Caltrans reviews will be completed for all submittals.
- Unless stated specifically otherwise, all reviews and processing time on all submittals is assumed to be 6 weeks. If agency processing exceeds this estimate, additional budget may be required.
- Unless stated specifically otherwise, all reports will be limited to one draft and one final version.
- Assessor's parcel maps, as-built drawings from current and former property owners, and any draft improvement plans showing the subject property, stationing, and project limits will be provided by the City/Caltrans/TAMC.
- Only one rendering is provided in this scope of the preferred Build Alternative in support of Public and Stakeholder Outreach.
- Surface and grading work will not begin until PS&E.
- Life Cycle Cost Analysis, pavement overlay, deflection testing, or pavement smoothness studies are not included in this scope.
- Geotechnical and Materials (borings and field investigation) work will not begin until PS&E.
- Utility records to be imported are in 2-dimensional format only. No 3-dimensional drawings or pipe networks are to be prepared.
- Utility relocation design is not included and will be completed by the utility owner.
- Project will utilize published State Plane NAD 83 horizontal control and NAVD 1988 vertical control.
- Underground utility location, including utility potholing will not begin until PS&E.
- Right of Way Engineering, including preparation of Acquisition Plats or Appraisal Maps; Filing of Record of Survey for monumentation or resetting missing property corners; Preparation of Plats and Legal Descriptions; Staking or Layout of proposed improvements will not begin until PS&E.
- Final PEAR may vary from the draft, which is basis for the proposed scope of work. Other studies or documents can be added via contract amendment, should they be required.
- Environmental technical studies and memoranda will not include an analysis of alternatives to the Project.
- For each Technical Study and Memorandum, this scope of work assumes one round of review from the City and Caltrans. This scope of work also assumes that for each Technical Study or Memorandum, comments will be provided to GHD in one consolidated document.
- GHD assumes revisions based on comments, for all Technical Studies and Memoranda, will be minor and will not require substantive changes.
- Hard copies, ADA Accessible, or 508 Compliant documents will not be provided.

- GHD will address one round of consolidated comments from each deliverable, to be provided as tracked changes in Word. If there are multiple reviewers between Caltrans and the City, the City will be responsible for reconciling conflicting comments prior to sending to GHD.
- Comments from Caltrans/City will be in an editable electronic format and focus on new content in each deliverable. Addressing comments will not require substantial new analysis or field investigation.
- No archaeological resources requiring documentation will be identified. Should resources be identified, work associated with their documentation and assessment may be done under a cost amendment.
- The City will conduct AB 52 Tribal Consultation in support of the project and will not require assistance from the GHD team. Should assistance be needed, it may be provided as an additional service for an additional cost.
- This scope of work does not include attendance at public meetings or other in-person meetings. However, should these be required, these can be added under a cost amendment.
- Work on the IS-MND will commence only after the Technical Studies have been completed and approved by both the City and Caltrans.
- The DEER being preapred is for project initiation and approval, including the environmental documentation phase. PS&E and R/W phases will be completed at a later time. It may be the case that the DEER report cannot be finalized and will remain in draft form until such time as PS&E and R/W are completed and the proejct is ready to apply for an encroachment permit to complete construction.

Project Schedule

A preliminary schedule will be prepared to provide timeline to accomplish the work. It is anticipated that the project schedule will take 12 months from notice to proceed of the amendment.

Fee Estimate

The estimated fee to complete the remaining tasks in the attached scope of work is $693,851.

The remaining balance in the current agreement is $353,464, for a net amendment request of $340,387. The total contract amount is summarized below.

Original Contract	$797,574
This Amendment	$340,387
Total	$1,137,961

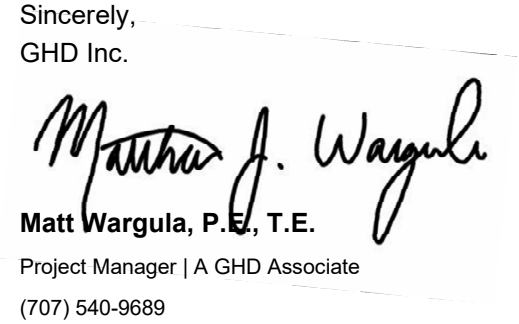
Upon acceptance of this proposed amendment scope of work, GHD will update tasks accordingly.

Closing

It is assumed that upon agreement of the scope of work for these professional services, the City and GHD will enter into an amendment to our current agreement.

If you have any questions or comments regarding this proposal, please feel free to call me at 540-9689.

Sincerely,
GHD Inc.



Matt Wargula, P.E., T.E.
Project Manager | A GHD Associate
(707) 540-9689

Attachment: Fee Estimate Spreadsheet

City of Pacific Grove
State Route 68 (Sunset Drive)/Congress/Cedar Intersection Multi-Modal Safety Improvements

REVISED Scope of Work

The following scope of work was prepared by GHD to identify the services that will be provided to the City of Pacific Grove to move the SR 68 for Congress, Sunset, Cedar Intersection Multi-Modal Safety Improvements through the Alternatives Analysis and Caltrans Project Initiation Document (PID) phase and Project Approval and Environmental Document (PA&ED) phase, which will be documented in a Design Engineering Evaluation Report (DEER) process. GHD is ready to provide the necessary assistance from the critical first steps (pre-PID/Alternatives Analysis) right through to the approved scoping document, with the intent of supporting the City to get to a single build alternative. ~~For this project, at this time and for the purpose of this initial scope of work, it is expected that the required scoping document will be a Project Study Report – Project Development Support (PSR-PDS).~~

The scope of services was developed with the following goals in mind:

- Deliver a project that meets current and future operational requirements.
- Develop a geometrically-approvable preferred alternative(s), with the intent of getting to a single alternative.
- Recognize active transportation, complete streets and equity are important transportation components for the project's design.
- Build public and agency consensus around preferred alternative(s).
- ~~Efficiently manage the preparation of PSR-PDS supporting documents for the City's and Caltrans' approval.~~
- Implement an effective quality process that covers all work performed by the project team.

Future phases for ~~PA/ED and~~ PS&E and Right-of-Way (R/W) will be negotiated with the City once the draft DEER and environmental documentation is completed. ~~PID phase is completed and a scope of the Build Alternative is better known~~.

Task 1 – Project Management

GHD will provide project management; coordination with and between project team members, coordination with the City of Pacific Grove project manager; and coordination with the Project Development Team (PDT).

1.1 – Project Management and Coordination

GHD will perform the following duties:

- Supervise, coordinate and monitor procedures for preparation of the Alternative Analysis, DEER preparation, environmental documentation, ~~Project Study Report /Project Development Support (PSR/PDS),~~ and other supporting studies consistent with and in conformance to the guidelines published in Caltrans "Project Development Procedures Manual" (PDPM).
- Coordinate and monitor deliverables by sub consultants in accordance with this work plan.
- Coordinate project reviews by the Project Development Team (PDT).
- General correspondence, monthly progress reports, invoicing, and project schedule updates.

1.2 – Quality Management Plan

GHD will prepare a draft quality management plan (QMP) consistent with the plan outline and format provided in Caltrans PDPM. The draft QMP will be provided to the City and Caltrans for review and comment. Upon approval of the QMP, GHD will be responsible for maintaining the QMP and monitoring

project deliverables for conformance with the QMP throughout the length of this project. The QMP establishes a process to ensure:

- Personnel responsible for assuring quality are independent of those having direct responsibility for the work being performed.
- Review comments and recommended changes are properly addressed and/or resolved.
- Project documents, correspondence, and memoranda are appropriately distributed.
- Document control is established and maintained for proper storage and handling of project materials, providing only the current versions for use by the Project Team.
- Discipline/Task Managers perform and/or certify required inter- and intra-disciplinary Quality Control (QC) and Quality Assurance (QA) reviews are completed prior to deliverable submittals.
- Project Manager approves the distribution of all deliverables and certifies that QMP requirements have been satisfactorily performed.
- Work products conform to nomenclature and formatting requirements and are free of typographical and syntax errors.
- Project activities are accomplished in accordance with appropriate design criteria, industry standards, and federal, state, and other regulatory requirements.

1.3 – Project Meetings

GHD's Project Manager and select team members will organize and attend the following virtual (unless otherwise noted) meetings:

- ~~Project kick-off meeting held in-person with GHD and City staff~~.
- Attend one (1) DEER kick-off meeting to discuss issues such as design approach, project concepts and overall project review.
- Project Development Team (PDT) meetings with the City, Caltrans, and other agency/stakeholder staff, which will be scheduled to be conducted once per month (remote), for no more than 12 meetings.
- Bi-weekly, remote 30-minute check in meetings with City staff (scope assumes no mor than 24 meetings)
- Field walk with GHD Project Manager, Project Engineer, City and Caltrans staff.

To facilitate these meetings, GHD will coordinate, schedule, and lead meetings. Prepare PDT meeting records and project schedule updates. ~~GHD will coordinate the first or kick-off PDT meeting to initiate the PID project phase~~. Sub-consultants will attend based on their level of involvement at any time during the project, the scope of which is included in their overall tasks below.

Deliverables: Preparation of meeting agendas, notes, and as-needed progress reports.

1.4 - Community Outreach and Presentations (Work Previously Completed – No Further Community Outreach and/or Presentations are anticipated)

Public Information Open House (1)

GHD will provide assistance as needed with an open house to be held as the Alternative Analysis approaches completion, prior to the preparation of the Draft PSR-PDS. The project's Purpose and Need will be presented, and the alternatives being considered displayed in a manner that will allow the public to ask questions and comment on the proposed alternatives. The input received will be presented in the study's Draft PSR-PDS as public comments.

If the City desires an additional open house during the course of this study, a separate scope of work and fee estimate to provide GHD assistance will be submitted to the City for prior approval.

Project Presentations (2) <<For minimized fee purposes, assume approximately $5,000 per meeting for preparation (including PowerPoint), coordination, and attendance>>

GHD will be available to support the City in making two (2) presentations to the Pacific Grove City Council. One is anticipated at the end of the Alternative Analysis phase, and another is anticipated after the Draft PSR-PDS is completed.

1.5 – Stakeholder Outreach << For minimized fee purposes, assume approximately $2,000 per meeting for preparation, coordination, and attendance>> (Work Previously Completed – No Further Community Outreach and/or Presentations are anticipated)

Stakeholder Outreach

GHD recommends these meetings be held one-on-one or in small groups of stakeholders with similar interests in-person. At least one (1) meeting should be held with each property owner affected by the project. The purpose and timing of the meeting(s) is to listen to their concerns and provide time for the design team to respond with potential solutions prior to the second project presentation.

At this time, it is anticipated that up to twenty (20) property owner meetings will be required with Stakeholders.

Task 2 – Data Collection and Base Mapping

2.1 – Data Collection (Work Previously Completed – No further data collection anticipated)

The types of information collected could include (but not be limited to) GIS data, as built plans, utility maps, record improvement drawings and reports and existing data including City/and Caltrans collision data, right-of-way information, records maps, title information, utility information, etc.

2.2 – Preliminary Survey/Base Mapping (Work Previously Completed – No survey anticipated)

The following services will be provided by Whitson.

Control and Aerial Mapping

– Research existing State Plane control and benchmark control.
– Set local ground control and aerial control panels, as shown in the attached Aerial Mapping Exhibit.
– Obtain aerial mapping for the mapping area shown on the attached Survey Exhibit. Mapping will be at a scale of 1” =20’ with a one-foot contour interval.

Utility Mapping

– Obtain system maps of public utilities from utility owners. Underground utilities will be plotted based on visible features and system maps (ASCE-38 Quality Level C).
– Perform a field check of visible utility structures.
– Perform a supplemental field survey to locate sewer and storm drain structures, including invert elevations. Locate utility structures not identified in the aerial survey.

Boundary Mapping

– Review record maps and lay out record boundary.

– Perform a limited field survey to recover monuments of record to corroborate the record boundary layout.
– Develop a boundary base map showing record rights-of-way within the subject project area. Please note: This will not constitute a boundary survey.

Task 3 – Alternatives Analysis

3.1 – Develop Project Purpose and Need (Work Previously Completed – No further development anticipated)

The "No Build" transportation conditions (existing and future) identified and evaluated within the ICE Step 1 report will primarily be used to draft the initial purpose and need statement. This information will be supplemented as needed with current Caltrans and SWITR collision data. The purpose and need statement will be incrementally reviewed and refined by the project development team members. The final Purpose and Need statement will then be prepared upon resolution of all provided comments.

3.2 – Conduct ICE Evaluation and Traffic Engineering Performance Assessment (TEPA)

GHD will perform the traffic analysis for the project utilizing the latest demand model and obtain new counts for the corridor and both the Congress and Forest intersections. The existing information shall be summarized in an existing conditions memo for review/approval by the City and Caltrans and only a Draft and Final version are assumed. The calibrated model will be summarized in a Forecasting Memo for review/approval by Caltrans and only a Draft and Final version are assumed.

Once forecasting and existing conditions are approved, GHD will prepare a Draft Intersection Control Evaluation (ICE) – Note that this will probably morph into the Intersection Safety and Operational Analysis Process (ISOAP) once that has been formalized, potentially in fall 2023, however, an ICE has been scoped for the purpose of this project, but should be a similar level of effort as long as the style of evaluation stays the same once we begin compiling. Preliminary alternative layouts showing both the recommended signal and roundabout layouts, including approach roadway geometrics, will be prepared and provided within the Draft ICE. The Draft ICE shall also include all supporting capacity calculations and corresponding truck/bus turns. Upon review of the Draft ICE by the City and Caltrans and resolution of all comments, GHD will then prepare a Final ICE for approval. The following services represent the work that will be provided to prepare and process the ICE evaluations. In addition, sufficient information and data will be provided through both ICE evaluation as to prepare the Design Scoping Index, Preliminary Traffic Engineering Assessment and Division of Engineering Services Scoping Index scoping tools.

Traffic and Performance Analysis Findings

Design Checks/Optimization. Geometrics and operations associated with the signal and roundabout alternatives developed as part of Task 3.3 will be optimized. For each roundabout alternative the following design checks will be performed:

– Fast Paths
– View Angles
– Truck Turns
– Pedestrian/Bike Facilities
– Potential Project Phasing

VISSIM/Sim-Traffic Simulations. Micro-Simulation for both the roundabout and traffic signal alternatives will be evaluated under this task to ascertain queuing impacts from one location would not impact operations at the adjacent intersections. For the traffic signal alternative Sim-Traffic will be utilized to perform the queuing analysis and for the roundabout alternative, VISSIM will be utilized.

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Deviations from Design Standards. Possible deviations from Caltrans Design Standards for all alternatives will be identified. Possible design exceptions will be noted under this task. This task does not, however, include preparation of fact sheets.

Cost Analysis

Mobility Costs. The mobility costs (vehicle operating costs) and environmental costs will be estimated for both the alternatives using the cost module available in SIDRA. The vehicle operating cost parameters will be obtained from Life-Cycle Benefit-Cost Analysis Economic Parameters published by Caltrans.

Collision Costs. Costs associated with each crash type will be quantified using the expected crash reduction (CMF) for the intersection type and the number of accidents obtained within the preliminary safety analysis section. Transportation Planning Division of Caltrans provides the costs associated with accident types in Life-Cycle Benefit-Cost Analysis Economic Parameter. This information will be utilized to determine collision costs.

Environmental and Other Costs. Environmental costs will be computed for both the alternatives using the cost module available in SIDRA and other costs including operations and maintenance, landscape maintenance and pavement rehabilitation will be estimated based on input from City and Caltrans.

Life-Cycle/Investment Analysis Findings.

Opinion of Probable Cost. Cost estimates consistent with Caltrans requirements (eleven-page cost estimates) will be prepared under this task for the alternatives and include information obtained from Task 3.4 regarding right of way.

Service Life (Estimated Number of Years). To the extent feasible, FHWA suggests that it is a good practice to phase roundabout design to achieve improved safety. Based on the phasing for each alternative as appropriate, the expected service life will be identified for each alternative.

Life Cycle Cost Analysis – Benefit/Cost Index. A cost benefit index for each alternative will be estimated based on the cost estimates and various benefits estimated in the Traffic and Performance Analysis Findings.

Future Investment Needed to Extend Life. Costs will be estimated for each of the alternatives for interim and ultimate phases. This will enable estimating the future investment needed to extend the project life from an interim to the ultimate project phase. This information will provide the City with an idea of funding and phasing strategy for constructing the interim and ultimate design.

Prepare Draft and Final Study.

A draft report will be prepared consistent with the guidelines identified in the TOPD policy guidelines for review and comment by the City, Caltrans and other reviewing agencies. The study will include a comparison of the performance of each alternative based on previously agreed to Measures of Effectiveness. Provided comments will be responded to via a response to comment memorandum and/or update to the ICE study as appropriate.

GHD will then prepare a Draft TEPA utilizing the information described above, including the ICE, to document the existing and future traffic conditions and recommended roundabout and roadway geometry for the Project improvements to provide efficient traffic operations. Note that this will be a more robust document than is typical of a TEPA so as to support the conclusions required to ultimately end up with a single build alternative. Thus, this TEPA will end up being a mini–Draft Traffic Operations Analysis Report (TOAR), therefore limiting the potential rework during PA/ED for traffic documentation. Upon review of the Draft TEPA by the City and Caltrans and resolution of all comments, GHD will then prepare a Final TEPA for approval. For the basis of this proposal, this project is assumed to be non VMT inducing, and no additional documentation or analysis will be required.

GHD completed a draft Traffic Operations Analysis Report/Intersection Control Evaluation (TOAR/ICE) for City and Caltrans consideration of the DEER based on the single-build alternative.

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A draft report was prepared consistent with the guidelines identified in the TOPD policy guidelines for review and comment by the City, Caltrans and other reviewing agencies. The study includes a comparison of the performance of the alternative based on previously agreed to Measures of Effectiveness. Provided comments will be responded to via a response to comment memorandum and/or update to the ICE study as appropriate.

Upon review of the Draft TOAR/ICE by the City and Caltrans and resolution of all comments, GHD will then prepare a Final TOAR/ICE for approval.

Deliverables: Final Traffic Operations Analysis Report/Intersection Control Evaluation (TOAR/ICE, MS Word & PDF)

3.3 – Alternatives Development (Work Previously Completed – No further development anticipated)

Alternatives (up to three total) will be designed and evaluated based on impacts to right of way, utilities, and Caltrans facilities. The Alternatives will be compared to determine which should be included in the final PSR-PDS. Alternatives will be scoped for probable construction costs, potential environmental impacts, and compatibility with the City's complete streets master planning. Alternatives under consideration will be reviewed by the City and Caltrans.

~~3.4 – Right of Way Data Sheet~~

~~In support of the Alternatives Analysis and for ultimate inclusion in the PSR-PDS, a right-of-way cost estimate and Caltrans Data Sheets are to be prepared by a qualified real estate consultant. Monument will evaluate the potential right-of-way requirements, affected parcels and associated capital costs related to each alignment alternative under consideration for the proposed interchange modernization project. As such, the following Scope of Work itemizes the tasks and deliverables that will be performed by Monument.~~

- ~~Take an inventory of the affected properties for each selected option.~~
- ~~Using public Assessor's Roll information, investigate the ownership, lot size, and building size of each affected property.~~
- ~~Visually inspect each property (exterior street view) and evaluate effects of proposed acquisition. List all businesses on each property and the approximate space they occupy.~~
- ~~Sort each property into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type.~~
- ~~Prepare an estimate of the probable cost of each full property acquisition or the cost of each partial acquisition (plus damages) using the data sets created and utilizing our various real estate value data bases.~~
- ~~Prepare an estimate of the probable relocation assistance exposure for each residential or non-residential occupant located on each property.~~
- ~~Prepare an estimate of the immoveable fixtures and equipment associated with each business property.~~
- ~~Prepare an estimate of the total probable loss of business goodwill attributable to each operating business.~~
- ~~Prepare an estimate of the inspection and demolition costs associated with delivering each cleared site.~~
- ~~Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation agents, title/escrow, and legal services).~~
- ~~Ascertain the estimated cost for potential utility relocations from the design engineer and/or utility coordinator (preparing a cost estimate for utility relocations is excluded from Monument's scope of work).~~

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~~The scope of work will be performed and delivered in the form of a report containing a description of the project areas studied, a summary of total probable costs of the study area itemized by major component and will include detailed spreadsheets showing how the summary sheets were calculated. The spreadsheets contain a parcel-by-parcel breakdown of all probable costs.~~

~~In the event that the acquisition program is to be phased or determined to be implemented at a future date, formulized spreadsheets will be created which apply the appropriate cost escalation factors to reflect the projected schedule.~~

~~The final cost information determined from the accumulation of data will then be transferred into the appropriate format for application to the Right of Way Data Sheets, or other format required by the project.~~

Task 4 – ~~PSR-PDS Document~~ Preliminary Environmental Analysis

4.1 – Preliminary Environmental Analysis Report (PEAR)

Rincon will prepare a Preliminary Environmental Analysis Report (PEAR). Rincon will utilize the most recent PEAR template provided by Caltrans and coordinate with Caltrans District 5 Environmental staff on the latest procedures they are using in the development of PEARs. The purpose of this PEAR is to clearly outline and estimate the scope, schedule, and cost for completing the environmental process for the project (PA&ED) and identify the anticipated environmental commitments from the project. More specifically, the PEAR will identify those aspects of the preliminary designs of the project that may have a potential significant effect on the environment based on information known to date. The PEAR will identify the type of future studies and evaluations which must be performed and the required environmental document that would be required to meet all California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements. This work effort will include the following tasks.

Coordination and Meetings

The Rincon project manager and technical staff will review existing and available information pertaining to the project area, including information on file with the City and Caltrans that relates to the project area and design information available and developed during the project. This task assumes coordination with Caltrans District 5 staff for the purpose of obtaining information and ensuring an approved format is used for the PEAR document. This task also includes general project management support.

Analysis

Rincon will conduct windshield surveys and provide a qualitative description of potential environmental resources and issues that could affect selection of the recommended alternative, including the types of permits that may be required. This will include the following analysis:

- Land Use/Growth/Socioeconomic/Community Impacts. Describe the general setting of the study area, the types and number of structures, and parcels affected by the project. Discuss potential issues related to the relocation of utilities.
- Farmlands/Timberlands. Describe that there are no agricultural land uses or timberland near the project area.
- Visual/Aesthetic Resources. Identify scenic resources and any adverse visual impacts that may be introduced by the project.
- Cultural Resources. A Rincon cultural resources specialist will conduct a background records search and literature review at the Regional Information Center of the California Historical Resources Information System (CHRIS). The records search and literature review will include the proposed project area as well as a 1-mile buffer around the area. Rincon will also contact the California Native American Heritage Commission to request a search of their Sacred Lands File database and a list of local Native American representatives that may have knowledge of resources, including potential tribal

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cultural resources within the study area. The report will identify whether the project area has been previously surveyed for cultural resources and discuss possible effects that the project might have on recorded resources within or adjacent to the project area, including any potential cultural resource issues that might affect the alternatives, cost, or viability of the project. The report will also identify cultural resources studies that may be necessary for the project, such as an Archaeological Survey Report or Historical Resources Evaluation Report.

- Hydrology and Floodplain/Water Quality and Storm Water Runoff. Describe the hydrology and floodplain setting and identify water bodies that might be affected by the project. Describe discharge conditions that could affect the project design, scheduling, or construction techniques, discuss any agency coordination and permits, and map the locations of any constraints, including FEMA floodplains, that should be considered during preliminary design on the provided base map.
- Geology, Soils, Seismic and Topography. Conduct a background document review of the project area and geologic mapping to identify potential geologic concerns including earthquakes, the suitability of soils to support the proposed development (e.g., shrink/swell, poor drainage, etc.), and the erosion potential across the project site.
- Palaeontology. A Rincon palaeontologist will conduct a background document review of the project area to identify potential paleontological sensitivity of the project area.
- Hazardous Waste/Materials. Conduct a search of on-line hazardous materials records and assess the potential for the project to release hazardous waste or materials.
- Air Quality. Describe existing air quality conditions in the project area, the air quality attainment status, and whether the proposed project is included in the Metropolitan Transportation Plan/Sustainable Communities Strategy.
- Noise and Vibration. Qualitatively assess the potential for noise impacts on noise-sensitive uses, including Pacific Grove High School and nearby residents.
- Energy and Climate Change. Rincon will provide a qualitative discussion of project climate change effects based on regional planning strategies and the project's effect on greenhouse production. The MTP/SCS and/or specific project traffic studies will be reviewed for information on the reduction of vehicle miles travelled and improved traffic flow for the area.
- Biological Environment. A Rincon biologist will review existing information and conduct a reconnaissance survey of the project area to identify potential resource issues, including sensitive species habitat. Project issues related to removal of vegetation, including potential impacts on nesting birds, will be described as applicable. The PEAR will identify specific studies or focused surveys needed, any timing issues for conducting the surveys, and any required permits, agreements, or approvals that will be necessary to comply with local, state, and federal regulations. The effect of any potential mitigation on the project scope, cost, or schedule will be identified.
- Cumulative Impacts. Consider potential impacts resulting from other projects known or projected to occur within the vicinity of the project within the foreseeable future. A recommendation will be provided as to whether a cumulative impact analysis is needed for a particular resource in the subsequent environmental document phase.
- Section 4(f) Issues. The Department of Transportation Act governs federally funded or authorized transportation projects that require the use of publicly owned land of a public park, recreation area, or wildlife and waterfowl refuge of national, State, or local significance, or land of an historic site of national, State, or local significance. "Recreational areas" include "formal and informal facilities, including after-school public use of school playgrounds and recreational facilities." The project may require modifications to the Pacific Grove High School property at the southeast corner of Congress Avenue and Sunset Drive, immediately adjacent to the football field and track facility. As such, Section 4(f) may apply. The PEAR will identify any potential 4(f) lands in the study area and, if present, the type of "use" (fee title, temporary, or "constructive" use) that would likely occur with project implementation; the type of 4(f) compliance that would be needed (individual 4(f) evaluation, programmatic 4(f) evaluation, or temporary occupancy approval); and any other circumstances that have the potential to affect the viability or schedule of the project. Any areas of potential impact will be described.

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Draft PEAR Preparation

Rincon will prepare a draft and final PEAR to present the results of the environmental analysis, including identification of possible mitigation requirements. The report will follow the latest Caltrans PEAR template, including (but not limited to) a project description, purpose and need, anticipated environmental approval and anticipated environmental commitments, and PEAR technical summaries. The draft PEAR will be submitted electronically to the City to distribute to the PDT for review and return for comments.

Rincon prepared a draft PEAR to present the results of the environmental analysis, including identification of possible mitigation requirements. The report will follow the latest Caltrans PEAR template, including (but not limited to) a project description, purpose and need, anticipated environmental approval and anticipated environmental commitments, and PEAR technical summaries. The draft PEAR was submitted electronically to the City and Caltrans, but formal review has not commenced.

Final PEAR Preparation

Based on the comments received on the draft PEAR, changes will be incorporated, and a revised PEAR will be distributed. This scope of work assumes that one round of consolidated comments from the PDT will be received. After receiving what are anticipated to be minor comments on the revised PEAR, Rincon will prepare a final (electronic copy) PEAR for inclusion in the PSR.

Deliverables: Final Preliminary Environmental Analysis Report (PEAR, MS Word & PDF)

~~4.2 – Stormwater Data Report (SWDR) (Short Form)~~

~~A storm water data report (SWDR) will be prepared commiserate with the level of information and detail required for a PSR-PDS as identified in Caltrans PDPM for approval by Caltrans. The evaluation will focus on determining if there will be any significant impacts to the project alternatives, right of way needs, or project costs due to the need to incorporate treatment best management practices (BMPs) for compliance with stormwater requirements. The Evaluation Documentation Form provided in Appendix E of Caltrans Storm Water Quality Handbooks: Project Planning and Design Guide will be used to document the need to incorporate treatment BMPs for this project. The SWDR will summarize the stormwater quality issues and planning decisions made regarding how the project will comply with the Caltrans NPDES permit.~~

~~4.3 – Additional PSR-PDS Attachments~~

~~*Risk Register*~~

~~GHD will identify risks, probabilities, severities, impacted functions and ownership. GHD will provide information to Caltrans for Caltrans to complete their internal risk register.~~

~~*Complete Streets Decision Document (CSDD)*~~

~~GHD will provide a CSDD using the most current template provided by Caltrans.~~

~~*Vehicle Miles Travelled Decision Document (VMTDD)*~~

~~GHD will provide a VMTDD using the most current template provided by Caltrans.~~

~~*Division of Engineering Services Scoping Document*~~

~~Structures work, as defined by Caltrans, is not anticipated and preparation of this scoping document is not included in the scope.~~

~~*Traffic Management Plan Data Sheet*~~

~~GHD will provide a TMP Data Sheet using the most current template provided by Caltrans.~~

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Design Scoping Index

The design scoping index serves as a discussion document for the PDT to assist with identification of appropriate design principles and standards. GHD will prepare the scoping index in conjunction with referencing Caltrans DIB 78 design checklist. The scoping index will be reviewed and accepted by the PDT.

Transportation Planning Scoping Information Sheet

GHD will be responsible for preparing the Transportation Planning Scoping Information Sheet per guidance provided in the PDPM, specifically Article 4. GHD will work with the PDT, especially Caltrans Transportation Planning representative, to ensure that the Initial PID Information is provided within the information sheet. GHD will also be responsible for providing the concluding information or Final PID Information that will complete the information sheet as the study approaches conclusion.

Develop Schedule

A schedule for delivery of major milestones of the PA&ED phase and the anticipated funding year for construction will be developed for inclusion in the PSR-PDS.

4.4 – PSR-PDS Submittals

Attachment Documents

As described above, GHD will prepare the required attachments for the PSR-PDS. It is assumed a draft version of each attachment will be provided to the City and Caltrans for concurrent review. The comments received will be addressed and the report/document will be resubmitted. It is assumed no more than two rounds of comments will be provided prior to signature/approval.

Administrative Draft PSR-PDS (ADPSR-PDS)

GHD will prepare the ADPSR-PDS for initial review by the PDT and will include draft products for the majority of the above items. This report will utilize data, conclusions and recommendations identified in the various scoping tools, studies, reports, data sheets and engineering designs completed within this Scope of Work. The document will be distributed in PDF format and distributed as required by City or Caltrans. Comments received on the ADPSR-PDS will be addressed in writing and incorporated, as appropriate, into the second draft.

Draft PSR-PDS

Based on comments provided by the City and the PDT on the ADPSR-PSR, identified issues or concerns will be addressed in a response to comments memorandum. The ADPSR-PDS will then be updated to reflect changes resulting from the comments and the Draft PSR-PDS will be published for review by the PDT, district-wide Caltrans, and any stakeholders identified by the City. The scope assumes Caltrans will conduct the required safety and constructability reviews as an extension of a PDT meeting during this review phase. The document will be distributed in PDF format. Comments received on the draft PSR-PDS will be addressed in writing and incorporated, as appropriate, into the final signature-ready PSR-PDS.

Final PSR-PDS

GHD will prepare the signature-ready document for approval by the City and Caltrans. The signature-ready document will be routed as requested by the City and Caltrans. Upon final approval, GHD will provide an assembled final PDF. The approved report will be distributed via email and ground mail as requested by the City and Caltrans.

Task 5 – Geotechnical Investigation/Pavement Design Report

GHD's subconsultant, Parikh Consultants, Inc., will complete geotechnical field investigations and reports.

Task 5.1 - Preliminary Geotechnical Design Report (PBDR)

A Preliminary Geotechnical Design Report (PGDR) is proposed to provide preliminary recommendations to the design team and the agency as a supporting document for the PA&ED phase. The PGDR will be prepared according to Caltrans Geotechnical Design Reports guidelines (February 2021).

The proposed scope of the work consists of reviewing readily available data, including data from the GeoTracker website, published geologic maps, and other Agency records. The potential geotechnical/geologic impacts and mitigations will be discussed on a broad basis, including geotechnical conditions (geology, topsoil/soil survey, surface/subsurface conditions, groundwater, and seismic hazards), geotechnical design evaluations. The report will also provide preliminary geotechnical design considerations. Generally, the geotechnical evaluation relevant to the proposed project will be presented qualitatively with no specific design recommendations.

Deliverables: Preliminary Geotechnical Design Report (PGDR, draft and final)

Task 5.2 - Pavement Memorandum

For the preliminary pavement design of the roadway, no fieldwork or laboratory testing is proposed in this preliminary engineering phase. A Preliminary Pavement Design Memorandum will be prepared using an assumed R-value and Traffic Index (TI) provided by the design team to support the Life Cycle Cost Analysis (LCCA). The pavement design will be based on both the Caltrans standard empirical design method and Mechanistic-Empirical (ME) methodologies by using the CalME software for comparison purposes.

GHD will prepare a summary traffic index calculation memo to support the Pavement Memorandum, which will summarize up to 3 days of vehicle classification counts and Caltrans data sources for calculating the 20-year Traffic Index.

Deliverables: Pavement Memorandum (PGDR, draft and final)

Task 6 – Preliminary Design

Task 6.1 - Preliminary Engineering (30%) Design

GHD has prepared draft Preliminary Design Drawings/Geometric Evaluation Drawing for City and Caltrans review for Caltrans consideration of the DEER based on the single-build alternative. This task will be to coordinate and address City and Caltrans comments on the draft 30% Design Drawings/GED to provide final documentation for the DEER.

Plans will be prepared on Caltrans standard title block at 1"=20' scale utilizing AutoCAD C3D 2023 or later edition. Up to six (6) Layout sheets and three (3) typical sections sheets will be provided (similar to draft documents already prepared).

Design check plan exhibits, including layout, fastest path, stopping sight distance, intersection sight distance angles of visibility and design vehicle turning templates (up to 17 sheets, as was prepared and submitted for DEER consideration) will be prepared and finalized for the Sunset/Cedar/Congress roundabout.

Assumptions:

- Design vehicles are per prepared design check which includes CA Legal for thru and u-turn movements on Sunset Drive, 45' bus thru and u-turn movements on Sunset Drive and 40' bus thru

and u-turn movements on Congress Avenue. Changes to design vehicles may require additional budget via an amendment.

Deliverables: Final Preliminary Design Drawings/GED (draft and final PDF and .dwg)

Final Design Checks (draft and final PDF and .dwg)

Task 7 – Environmental Documentation

GHD's subconsultant Rincon will lead the environmental technical studies preparation and CEQA documentation.

Task 7.1 - NEPA/CEQA Supporting Technical Studies

The NEPA and CEQA tasks were scoped based on the draft PEAR prepared for City and Caltrans review. Formal review and response to finalize the PEAR has not been completed. The following scope of work is based on the draft PEAR prepared. If the final PEAR and/or confirmed scope differs from the scope included, our team may require a contract amendment to include other studies not currently in the scope of work.

Task 7.1.1 - Community Impact Assessment

Rincon will prepare a Community Impact Assessment Scoping Checklist and Technical Memorandum to assess land use and community impacts from implementation of the Project. Although the Project would require acquisition of portions of properties, these acquisitions would be limited to vegetated areas without structures, and would not displace any buildings or residences. Nonetheless, a Community Impact Assessment Scoping Checklist and Technical Memorandum will be prepared to assess impacts on the local community during the temporary construction period phase of the Project. This memorandum will be prepared in accordance with the Caltrans SER and Environmental Handbook Volume 4, and will include information such as parcel numbers and size of acquisitions, property owners, zoning, and replacement housing or potential areas for relocation. An assessment of temporary impacts will include the duration of use for any temporary easements, including size of areas potentially affected by any temporary easements. The memorandum will qualitatively discuss Land Use, Growth, Community Character and Cohesion, Economic Impacts, Relocations and Environmental Justice, and Traffic and Transportation as they relate to Community Impacts. The analysis will address the resources, impacts, and any Project measures to reduce impacts. An electronic copy of the Draft Community Impact Assessment Scoping Checklist and Technical Memorandum will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final Community Impact Assessment Scoping Checklist and Technical Memorandum, based on the comment received.

Assumptions

- Right-of-way mapping will be provided to Rincon by GHD, identifying the location and size of all temporary and permanent acquisitions for the Project.
- Rincon will use publicly available information on the availability of housing in the region. No market analysis will be conducted.
- No quantitative economic analysis will be conducted.

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- The Project would not result in significant adverse community effects requiring the preparation of a full Community Impact Assessment. Rincon can prepare a full Community Impact Assessment for an additional fee to be determined on a time-and-materials basis, if required.

Deliverables: *Draft and Final Community Impact Assessment Scoping Checklist and Technical Memorandum (MS Word & PDF)*

Task 7.1.2 - Visual Impact Assessment Memorandum

Rincon will prepare a Scenic Resource Evaluation and Visual Impact Assessment (VIA) in accordance with the Caltrans SER. Rincon will initiate the assessment by completing the Caltrans Questionnaire to Determine VIA Level, to determine the type of VIA required for the Project. The questionnaire will evaluate the degree and breadth of possible visual issues. The questionnaire will be scored in accordance with the VIA Guide, and a recommendation regarding the general level of VIA that should be performed for the Project. For the purposes of this scope of work, it is assumed that the checklist scoring will indicate that a VIA Memorandum will be required. Rincon will conduct field work in the Project area and photo document sensitive and representative views that would be most affected by the Project. Following field work, Rincon will select one Key Observation Point (KOP) for the Project, for which a visual simulation will be prepared. Rincon will coordinate with GHD to obtain GIS and CAD data needed to prepare the visual simulation. Rincon will prepare a concise VIA Memorandum that evaluates Project changes to the visual environment and viewer sensitivity in the Project area. The VIA Memorandum will provide a description of the area of visual effect as well as the visual resources and scenic resources found in the Project corridor. The VIA Memorandum will also provide a description of landscape visual character, landscape visual quality, and Project viewers. The VIA Memorandum will provide a brief narrative detailing visual change based on viewer and viewpoint sensitivity and will characterize the overall visual impact of the Project. If necessary, avoidance, minimization and/or mitigation measures will be identified in coordination with GHD. An electronic copy of the Draft VIA Memorandum will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final VIA Memorandum, based on the comment received.

Assumptions

- *Rincon will subcontract with a landscape architect to be the preparer of record for the VIA Memorandum.*
- *Rincon will subcontract with a teaming partner to prepare one (1) visual simulation from 1 KOP. Additional visual simulations can be prepared at request for an additional cost.*
- *A conceptual landscape plan, if landscaping is proposed, will be provided by GHD.*
- *GHD will provide GIS data showing Project components and CAD models for each of the Project components.*
- *Site and KOP photos will be captured during one, one-day site visit by one Rincon staff.*

Deliverables: *Caltrans Questionnaire to Determine VIA Level and Draft and Final VIA Memorandum (electronic)*

Task 7.1.3 - Archaeological Survey Report, Historical Resources Evaluation Report and Historic Property Survey Report

Rincon will coordinate with Caltrans District 5 Professionally Qualified Staff in the preparation and approval of an Area of Potential Effects (APE) Map, Archaeological Survey Report (ASR), Historic Resources

Evaluation Report (HRER), and Historic Property Survey Report (HPSR), prepared pursuant to the Caltrans SER, Volume 2: Cultural Resources, and following the recommendations of the PEAR.

Area of Potential Effects

Using a Project footprint provided by GHD, Rincon will develop an APE map to Caltrans specifications. Rincon assumes one round of consolidated comments from GHD and Caltrans prior to the finalization of the APE map.

Native American and Local/Historical Group Consultation Assistance

Rincon will contact the Native American Heritage Commission to request a Sacred Lands File search and list of Native American contacts. Rincon will prepare and send Section 106-specific letters to each of the Native American Heritage Commission-listed contacts to request information regarding Native American religious or cultural resources within or immediately adjacent to the APE, and to initiate Section 106 consultation. This does not constitute consultation under Assembly Bill 52 required under CEQA. Rincon will additionally contact individuals and organizations who may have knowledge of or concerns with historic-period cultural resources in the area. Outreach will include inquiries to applicable local government and local historic groups. As many as two telephone calls will be made to each contact to document a "good faith" effort. A table documenting both Native American and local/historical group outreach will be created and attached to the report in an appendix alongside an example letter and all replies.

Archaeological Survey Report

Rincon received the results of a records search from the California Historical Resources Information System at the Northwest Information Center in December 2023, making the previous records search more than one year old. Therefore, Rincon will conduct an updated records search of the California Historical Resources Information System at the Northwest Information Center to determine if any additional cultural resources have been identified, or cultural resource studies have been conducted within the APE since the December 2023 records search. Rincon assumes no additional cultural resources or cultural resource studies will be identified during the updated records search. Rincon will then conduct a pedestrian survey of exposed ground surfaces within the APE. For the purposes of this proposal and cost estimate, Rincon assumes that no archaeological resources will be identified during the survey. Following completion of the updated records search, Native American coordination, and pedestrian survey, a qualified archaeologist will prepare an ASR. If the locations of sensitive archaeological sites or Native American cultural resources or knowledge are depicted or described in the report, it will be considered confidential and may not be distributed to the public.

An electronic copy of the Draft ASR will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final ASR, based on the comment received.

Historical Resources Evaluation Report

Rincon will conduct archival research to ascertain the development history of the APE. Following archival research, a qualified architectural historian will conduct a survey of the APE to identify and document up to one built environment resource within the APE. Rincon assumes that the built environment resource will be recommended not eligible for inclusion in the National Register of Historic Places and California Register of Historical Resources.

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An electronic copy of the Draft HRER will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final HRER, based on the comment received.

Historic Property Survey Report

Upon completion of the APE, consultation, ASR, and HRER, Rincon will prepare a short-format Caltrans HPSR. The short-format HPSR is the overarching document that summarizes the results of the cultural resources investigation. An electronic copy of the Draft HPSR will be submitted to GHD, who will send it to the City and Caltrans for review.

In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final HPSR, based on the comment received.

Assumptions

- No additional cultural resources or cultural resource studies will be identified during the updated records search.
- No archaeological resources will be identified during the survey
- Up to one built environment resource will be documented.
- The built environment resource that is documented will be recommended not eligible for inclusion in the National Register of Historic Places and California Register of Historical Resources.

Deliverables: *Draft and Final APE Map (electronic)*

Draft and Final ASR (electronic)

Draft and Final HRER (electronic)

Draft and Final HPSR (electronic)

Task 7.1.4 - Water Quality Memorandum

Rincon will prepare a Water Quality Memorandum for the Project. The scope of work does not include preparation of a full Caltrans Water Quality Assessment Report. The memorandum will include a brief discussion of watersheds, surface receiving waters, groundwater basins, receiving waters conditions and impairments, water quality objectives, beneficial uses, and regulatory requirements. The Project's potential impact on water quality will be evaluated and avoidance and minimization measures necessary to prevent adverse water quality impacts will be identified. The impact analysis will consider existing regulations and proposed Best Management Practices that are applicable to the Project. An electronic copy of the Draft Water Quality Memorandum will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final Water Quality Memorandum, based on the comment received.

Assumptions

- A full Caltrans Water Quality Assessment Report will not be prepared.
- Surface water, floodplain, or groundwater-related graphics will not be required by Caltrans and will not be included in the Memorandum.

- GHD will provide the Preliminary Geotechnical Design Report, Storm Water Data Report for use in preparation of the Water Quality Memorandum.
- GHD will provide information on the disturbed soil area, new and replaced impervious surface area, proposed operational Best Management Practices, existing drainage patterns, change in peak flow, proposed drainage improvements, depth to groundwater, and depth of excavation, if this information is not provided in the Project-specific geotechnical, stormwater, and drainage/hydrology reports.

Deliverables: Draft and Final Water Quality Memorandum (electronic)

Task 7.1.5 - Paleontological Identification Report

Rincon will prepare a Paleontological Identification Report (PIR), as defined by the Caltrans SER. The PIR will identify whether the Project poses a risk to significantly impact paleontological resources, based on the nature of the Project and the geologic setting. The PIR includes reviewing Project plans, geotechnical reports (if available), geologic maps, scientific literature, and online paleontological databases. This PIR will also include a description of the efforts required to mitigate impacts to paleontological resources, if impacts are found to be possible. A windshield survey will not be prepared, given that the Project area is completely disturbed. In the course of preparing the PIR, if it is determined that the Project poses a risk to paleontological resources, then Rincon will prepare a combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER), as defined by the Caltrans SER. In addition to the elements of the PIR, explained above, the PIR/PER would include an assessment of whether avoidance of paleontological resources is possible, determination of the significance of the possible paleontological resource using the Caltrans paleontological sensitivity scale, and Caltrans' legal obligations with regards to the paleontological resource. An electronic copy of the Draft PIR or PIR/PER will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final PIR or PIR/PER, based on the comment received.

Assumptions

- No fieldwork and no paleontological records search will be conducted.

Deliverables: Draft and Final PIR or PIR/PER (electronic)

Task 7.1.6 - Initial Site Assessment

Rincon will prepare an Initial Site Assessment (ISA), as defined by the Caltrans SER. The ISA will identify potential or known hazardous materials, hazardous waste, and contamination that may be encountered within the Project. According to Caltrans, the industry standard for preparing an ISA is found in the ASTM International (ASTM) Standard E1527-13 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.” The ASTM E1527-13 standard was revised and replaced with the ASTM E1527-21 standard in 2021. Therefore, Rincon’s scope of work for the ISA will comply with the 2013 and 2021 ASTM E1527 standards. The scope of the ISA will include the following: • Review of regulatory and historical sources of information, potentially including aerial photographs, fire insurance maps, building department records, chain of title documents, land use records, and government records, such as regulatory reports for both the Project site and nearby or adjoining properties; • Visual inspection of the Project site and of adjoining properties; • Interviews with past and present owners, operators, occupants, and Caltrans; and • Documentation of research, observations, and results of the environmental inquiry in a written report that specifically identifies whether the Project site will require an invasive site investigation. An electronic copy of the Draft ISA will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-

line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final ISA, based on the comment received.

Assumptions

- One ISA report will be prepared.
- GHD will transmit interview questionnaires to the current site owners or designated representatives of the site owner, and/or operators/occupants (as identified by Client), on behalf of Rincon.
- GHD will return one completed owner and user questionnaires within two weeks of authorization.
- Environmental lien and title reports will not be provided or included as part of ISA.
- Adjacent property owner interviews will not be conducted.
- If additional technical analysis is required beyond what is included, a separate scope and fee will be prepared.

Deliverables: Draft and Final ISA (electronic)

Task 7.1.7 - Air Quality Memorandum and Conformity Checklist

Rincon will prepare an Air Quality Memorandum and Conformity Checklist. The scope of work does not include preparation of a formal Caltrans Air Quality Report because the Project site is located in an area designated attainment/unclassified for all current National Ambient Air Quality Standards and conformity requirements do not apply. The Memorandum will include a brief Project Description, a regulatory background on conformity requirements, and an explanation of why a conformity analysis is not needed for the Project. A Transportation Air Quality Conformity Findings Checklist will also be prepared. This Checklist requires filling out the first step of the Checklist, and skipping the rest due to the NCCAB being in attainment for all pollutants. An electronic copy of the Draft Air Quality Memorandum and Conformity Checklist will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final Air Quality Memorandum and Conformity Checklist, based on the comment received.

Assumptions

- A formal Caltrans Air Quality Report will not be prepared.

Deliverables: Draft and Final Air Quality Memorandum and Conformity Checklist Memorandum (electronic)

Task 7.1.8 - Construction Noise Memorandum

Rincon will prepare a Construction Noise Memorandum pursuant to Caltrans guidance. The Project is not considered a “roadway capacity increasing project”; therefore, it is not anticipated to meet the criteria of a Type 1 project, as defined in the Traffic Noise Analysis Protocol. A Caltrans-format Noise Study Report is not required. For construction noise activities, the Project is required to conform to the provisions identified in Section 14-8.02, “Noise Control,” of the Standard Specifications and Special Provisions (SSP 14- 8.02). Pursuant to Caltrans guidance, a noise technical memorandum is warranted for projects that are not Type I, but where adverse construction noise is possible. Because construction noise may affect nearby residences in the area, a Caltrans-compliant Noise Technical Memorandum will be completed to qualitatively analyze the Project’s construction noise through compliance with Section 14-8.02, “Noise Control,” of the Standard Specifications and Special Provisions (SSP 14- 8.02). The memorandum will also include further discussion on the Project not being a Type I project and why the Project does not require a formal noise study. An

electronic copy of the Draft Construction Noise Memorandum will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final Construction Noise Memorandum, based on the comment received.

Assumptions

- A Caltrans-format Noise Study Report will not be prepared.

Deliverables: Draft and Final Construction Noise Memorandum (electronic)

Task 7.1.9 - Energy and Climate Change Memorandum

Rincon will prepare a technical memorandum that evaluates the effects of the Project related to energy, greenhouse gas (GHG) emissions, and climate change by using the Climate Change Annotated Outline for a non-capacity increasing project, consistent with Caltrans SER guidelines. The GHG emissions analysis will discuss the State and local GHG emissions regulatory background and applicable Monterey Bay Air Resources District and Caltrans thresholds of significance, in conformance with Caltrans SER guidelines, Volume 1, Chapter 13 – Energy, and guidance for GHG and Climate Change.

Construction GHG emissions will be calculated using the California Emissions Estimator Model (CalEEMod). Because the Project will not increase vehicle miles travelled and would improve traffic flow, operational GHG emissions are expected to not increase with the Project and will be discussed qualitatively. The Energy and Climate Change Memorandum will also analyze the Project's potential to result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources or to conflict with or obstruct a state or local plan for renewable energy or energy efficiency. In support of this analysis, energy use will be quantified using in-house calculation spreadsheets based on data provided by the CalEEMod calculations for the GHG emissions analysis. The analysis will also qualitatively evaluate the Project's consistency with applicable energy plans.

An electronic copy of the Draft Energy and Climate Change Memorandum will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final Energy and Climate Change Memorandum, based on the comment received.

Deliverables: Draft and Final Energy and Climate Change Memorandum (electronic)

Task 7.1.10 - Natural Environment Study Minimal Impact

Rincon will prepare a Natural Environment Study (NES) in conformance with the Caltrans SER. The NES will utilize the most recent Caltrans NES template. Due to the conditions at the site, it is anticipated that the NES will be a "Minimum Impact (MI)" document. Rincon will review existing reports, Project Plans, aerial imagery and site photographs, and agency databases (i.e., California Department of Fish and Wildlife, California Natural Diversity Database and U.S. Fish and Wildlife Service, Information for Planning and Consultation database), the National Wetlands Inventory, and available technical reports. After completing the background review, a Rincon biologist will conduct a site visit to document the site's existing conditions and potential to support special status species and other sensitive biological resources. Any sensitive resources identified

during the site visit will be recorded. This scope of work assumes the field assessment will cover the Project site, including staging, ingress and egress, as well as up to a 50-foot buffer. Rincon will then prepare a NES-MI describing the methods and results of the literature and database review, vegetation mapping, and field assessment, including a figure depicting vegetation communities, habitat types and other biological features observed during the field reconnaissance survey. The NES-MI will include discussion of regionally occurring special status species that may occur within the Project site. The NES-MI will consider both temporary and permanent impacts to sensitive natural communities and special status species, including migratory birds and species protected by the state and federal Endangered Species Acts and will provide simple avoidance and minimization measures depending upon the resource. The NES-MI will also address, as applicable, invasive species (Executive Order 13112), the protection of wetlands (Executive Order 11990), and floodplain management (Executive Order 11988), and other applicable laws and regulations. An electronic copy of the Draft NES-MI will be submitted to GHD, who will send it to the City and Caltrans for review. In this scope of work, Rincon assumes that GHD and the City will provide a consolidated set of comments in the form of red-line strike out and comment bubbles in Microsoft Word. Rincon will revise the document and prepare a Final NES-MI, based on the comment received.

Deliverables: Draft and Final NES-MI (electronic)

7.2 - CEQA IS-MND

Task 7.2.1 - Kickoff Meeting

Rincon will schedule a brief kickoff meeting upon notice to proceed, held via conference call. The purpose of the meeting will be to allow GHD, the City, and Rincon to discuss the CEQA process and timeline for IS-MND completion.

Task 7.2.2 - Administrative Draft IS-MND

Rincon will prepare an Administrative Draft IS-MND for review by GHD and the City. The Administrative Draft IS-MND will address all items on the environmental checklist at a sufficient level of detail to allow for the determination of levels of significance. The IS-MND analysis will include relevant discussion of the project's consistency with the City of Pacific Grove General Plan, Association of Monterey Bay Area Governments' Metropolitan Transportation Plan/Sustainable Communities Strategy, and other relevant plans and regulations. The analysis will rely on desktop analysis and review of existing technical reports prepared for the PEAR including the following:

- Visual Technical Memorandum
- Historic Property Survey Report, which includes an Archaeological Survey Report and Historic Resources Evaluation Report
- Water Quality Memorandum
- Geotechnical Study
- Paleontological Identification Report
- Preliminary Site Investigation
- Natural Environmental Study Minimal Impact
- Caltrans Noise Memorandum

Rincon assumes that GHD and the City will have reviewed all technical reports and accepted the report findings prior to beginning work on the IS-MND. These reports will be incorporated into the IS-MND. Key issues are anticipated to include Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas (GHG) Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Transportation, and Tribal Cultural Resources. The analytical approach to each of these key issue areas are described briefly below.

- **Aesthetics** – The aesthetics analysis will include relevant discussion of the Pacific Grove General Plan regulations governing scenic quality. The analysis will be based on existing site photographs and the Visual Technical Memorandum. This segment of SR 68 is not classified as a scenic highway by Caltrans but is listed as eligible. This IS-MND section will discuss the potential for the proposed project to substantially damage scenic resources within a state scenic highway or substantially degrade the existing visual character of the site or surroundings.

- **Air Quality, Energy, and Greenhouse Gas Emissions** – To address impacts associated with air pollutant, energy, and GHG emissions, Rincon will consider both temporary construction and long-term operational emissions. The analysis will include the following tasks:

    - Summarize the existing air quality conditions in the air basin using data for nearby air monitoring stations available from the California Air Resources Board and the Monterey Bay Air Resources District.

    - Characterize the state of the climate and relevant federal, State, and local climate change regulations. Identify the GHGs of primary concern.

    - Summarize the federal, State, and local standards and regulatory review requirements pertinent to air quality, energy, and GHG emissions.

    - Use the California Emissions Estimator Model completed as part of the Energy and Climate Change Memorandum to determine project air quality emissions.

    - Evaluate the significance of air quality and GHG emissions impacts based on the thresholds defined by the Monterey Bay Air Resources District.

    - Evaluate the potential for the project to cause odor impacts to off-site uses.

    - Qualitatively assess localized health risk from construction and operational activities

    - Determine the project's compliance with local air quality plans.

    - Based upon the findings of the Energy and Climate Change Memorandum, analyze the project's potential to result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources or to conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

    - Energy use will be quantified using the calculations provided in the Energy and Climate Change Memorandum.

    - Provide mitigation measures for identified potentially significant air quality, energy, and GHG impacts.

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The findings of the air quality, energy, and GHG emissions analysis will be summarized in the respective IS-MND sections that document the methodology and results of air pollutant, energy, and GHG emissions modelling. An appendix with technical modelling data will be included.

- **Biological Resources** – The proposed project has the potential to impact biological resources. Accordingly, Rincon will utilize the findings of the Natural Environment Study which includes a review of existing reports, project plans, aerial imagery and site photographs, and agency databases, the National Wetlands Inventory, and available technical reports.

- **Cultural Resources** – Previously unrecorded archaeological resources and built environment resources may have the potential to be affected by the project. Rincon will incorporate the findings of the Historic Property Survey Report, which includes an Archaeological Survey Report and Historic Resources Evaluation Report, into the cultural resources section of the IS-MND.

- **Geology and Soils** – The project area is susceptible to ground shaking during an earthquake and onsite soils may also present innate risks, such as shrink-swell and liquefaction potentials. Accordingly, the IS-MND will evaluate the project's potential soil limitations and amenability to supporting the proposed project, and to address any potential issues related to seismic conditions. The IS-MND will rely on the findings of the Geotechnical Report. The proposed project area is located within an area with the potential to contain paleontologically sensitive geologic units. The IS-MND will rely on the Paleontological Identification Report prepared for the PEAR to determine whether the project has the potential to significantly impact paleontological resources.

- **Hazards and Hazardous Materials** – The area surrounding the proposed project is developed with residential, commercial, and educational land uses. Sources of hazardous materials may be identified as part of the Caltrans Initial Site Assessment which would identify potential or known hazardous materials, hazardous waste, and contamination. Rincon will rely on the findings of the Initial Site Assessment to inform the IS-MND analysis. Additionally, Rincon will conduct a desktop review of relevant databases to inform if the project would have potential to impact hazards.

- **Hydrology and Water Quality** – The project could result in potential impacts to water quality as a result of construction site run-off and accidental spills of hazardous material such as petroleum. The IS-MND will incorporate the findings of the Water Quality Memorandum.

- **Noise** – The noise analysis will be conducted in accordance with City of Pacific Grove guidelines, standards, and ordinances. The noise analysis will include the following tasks:

    - Conduct noise measurements to document the ambient noise environment. The survey will consist of up to two (2) short-term (15-minute) noise measurements.

    - Conduct an analysis of construction activities to assess noise and vibration levels at nearby sensitive receptors based on equipment types and operations provided by the client.

    - Qualitatively discuss operational noise from the project.

    - As necessary, the analysis will recommend applicable mitigation measures for significant impacts.

The findings of the noise analysis will be summarized in the noise IS-MND section that documents the methodology and results of noise modelling and impacts. An appendix with technical modelling data will be included.

- **Transportation** – The project area would alter travel modes along Sunset Drive and SR 68 through resolution of pedestrian and bicyclist conflicts by improvements to sidewalks, as well as the installation of a roundabout. However, as outlined within the Governor's Office of Land Use and Climate Innovation (LCI; formerly Office of Planning and Research) Technical Advisory on Evaluating Transportation Impacts in CEQA,1, the installation of roundabouts or traffic circles are not likely lead to a substantial or measurable increase in vehicle travel, and therefore generally should not require an induced travel analysis. Additionally, active transportation projects generally reduce VMT and therefore are presumed to cause a less-than-significant impact on transportation. Accordingly, Rincon will prepare a qualitative assessment of transportation impacts and will incorporate the findings of the PEAR to determine impacts of the proposed project on transportation and discuss the project's consistency with existing plans.

- **Tribal Cultural Resources** – Rincon will review the results of the AB 52 consultation efforts and provide a summary of those efforts in the Tribal Cultural Resources section of the IS-MND. Rincon assumes that the AB 52 results will be provided by the City and that no effort will be required of Rincon to complete AB 52 consultation.

Remaining issues will be addressed briefly in the Initial Study checklist. This scope of work assumes a low level of detail for remaining issue areas, with no other impacts requiring mitigation.

Task 7.2.3 - Public Review Draft IS-MND

Rincon will respond to one round of GHD/City comments on the Administrative Draft IS-MND and prepare the Public Draft IS-MND. We assume comments on the Administrative Draft will be provided in a consolidated, electronic, and editable format and will not be substantive or require additional analysis. Revisions will be provided in Microsoft Word utilizing the track-changes function. Rincon will make final revisions and prepare the Draft IS-MND for public circulation.

Rincon will prepare and assist with the online distribution of the Notice of Intent (NOI) to adopt an IS-MND. The City will be responsible for publishing the NOI in a local newspaper. Rincon will provide one electronic (PDF) copy of the Public Review Draft IS-MND for posting on the City's website and the NOI. Rincon will file all noticing needed by State Clearinghouse/LCI through their CEQA Submit online portal. This scope of work assumes Rincon will handle State Clearinghouse/LCI noticing only. The City will handle all noticing not related to State Clearinghouse/LCI, including filing with the County Clerk or other non-state agencies and all required public noticing.

Task 7.2.4 - Response to Comments, Final IS-MND, and MMRP

Upon receipt of public comments on the Draft IS-MND, Rincon will prepare draft responses to comments for review by the City and GHD. Based on similar project types and previous work within and around the City of Pacific Grove, Rincon assumes engaged community input during the public review process. Accordingly, this scope of work assumes up to 12 comment letters will be received including 10 brief comment letters (under five pages) and 2 lengthy comment letters. It is assumed that these comment letters can be adequately responded to in a maximum of 60 professional staff hours. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period.

[1] Governor's Office of Land Use and Climate Innovation (formerly OPR). 2018. OPR Technical Advisory on Evaluating Transportation Impacts in CEQA. https://lci.ca.gov/docs/20190122-743_Technical_Advisory.pdf

The draft responses to comments will be submitted to the City electronically and Rincon will address one round of consolidated comments and prepare the Final IS-MND. Rincon will provide electronic versions (PDF and Microsoft Word) of the Final IS-MND to the City.

Rincon will also prepare a mitigation monitoring and reporting program (MMRP) in accordance with the City's requirements. The MMRP will take the form of a detailed table that compiles all of the mitigation measures, as well as information necessary to monitor compliance with each measure. The MMRP will be submitted digitally (PDF and Microsoft Word).

Task 7.2.5 - CEQA Project Management

This task includes management and coordination through the duration of the project, including coordination with the GHD and internal project team; project oversight; budget and schedule management; and project accounting including billing and accounts receivable efforts. Additionally, this task assumes attendance of one Rincon staff member at one monthly meeting to discuss the project with GHD and/or the City. This scope of work assumes that each meeting would last one hour, and estimates one hour of professional time per meeting, totalling 16 hours for monthly meetings over the project duration or 16 months. Should the project extend beyond 16 months, more than one meeting be required per month, or if additional Rincon staff attendance should be required, Rincon reserves the right to reevaluate the effort level and request a scope amendment.

Assumptions

- Rincon will address one round of consolidated comments from GHD/ the City on each deliverable, to be provided as tracked changes in Word. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached). If there are multiple reviewers between GHD and the City, GHD will be responsible for reconciling conflicting comments prior to sending to Rincon.
- Comments from GHD/the City will be in an editable electronic format and focus on new content in each deliverable. Addressing comments will not require substantial new analysis or field investigation.
- No archaeological resources requiring documentation will be identified as a result of analysis. Should resources be identified, work associated with their documentation and assessment may be done under a cost amendment.
- The City will conduct AB 52 Tribal Consultation in support of the project and will not require Rincon assistance. Should assistance be needed, it may be provided as an additional service for an additional cost.
- This scope of work does not include attendance at public meetings or other in-person meetings. However, should these be required, these can be added under a cost amendment.
- Work on the IS-MND will commence only after the Technical Studies have been completed and approved by both the City and Caltrans.

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Task 8 – Storm Drain Analysis

Task 8.1 - SWDR – Long Form

A storm water data report (SWDR) will be prepared commensurate with the level of information and detail required for a DEER as identified in Caltrans PDPM for approval by Caltrans. The evaluation will focus on determining if there will be any significant impacts to the project alternative, right of way needs, or project costs due to the need to incorporate treatment best management practices (BMPs) for compliance with stormwater requirements. The Evaluation Documentation Form provided in Appendix E of Caltrans Storm Water Quality Handbooks: Project Planning and Design Guide will be used to document the need to incorporate treatment BMPs for this project. The SWDR will summarize the stormwater quality issues, and planning decisions made regarding how the project will comply with the Caltrans NPDES permit and follow the SWDR-Long Form Template.

Assumptions:

- Sizing of BMPs for water quality or volume, etc. will be completed at a later phase.

Deliverables: Storm Water Data Report – Long Form (SWDR – Long Form, draft and final)

Task 9 – Right-of-Way Services

The impacted parcels are a mix of residential, school and commercial uses. GHD will prepare preliminary right of way needs exhibits for the single build alternative to support right-of-way data sheet development.

GHD's subconsultant, Monument, understands that the Project requires the preparation of a Caltrans Right-of-Way Data Sheet to document updated right-of-way requirements and estimated right-of-way acquisition costs.

All services will be performed in accordance with all applicable statutory and regulatory requirements, including: the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended; the Caltrans Right-of-Way Manual, the Real Property Acquisition Guidelines (Title 25, California Code of Regulations); and the City's own policies and procedures.

Task 9.1 - RWDS

Monument will coordinate with the City and the City's engineering consultant (Design Team) to confirm right-of-way acquisitions resulting from the proposed design. Additionally, Monument will provide information about existing conditions including ownership, land use, and any existing rights or encumbrances known to exist on the affected properties. The specific steps Monument will take to determine impacts and estimate costs are as follows:

- Coordinate with the Design Team to confirm new property and rights required to construct the project.
- Use publicly available data, aerial imagery, and other real estate resources to confirm ownership, land use, zoning, lot size, and improvements for each affected property.
- Determine the size and location of permanent and temporary rights required based on information provided by the Design Team.
- Perform a desktop inspection of properties to confirm the probable acquisition type and confirm whether any consequential acquisitions or damages could result.
- Estimate the total capital cost of acquisition for all affected parcels including permanent and temporary easement costs, severance damages (if applicable) and other applicable fees.

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- Estimate the total support cost for all parcels including appraisal fees, title and escrow fees, hazardous material investigations costs, and acquisition/negotiation costs.
- Incorporate estimated utility protection/relocation costs provided by the Design Team or others.
- Escalate costs to anticipated right of way acquisition date.
- Prepare a draft Caltrans Right of Way Data Sheet using Caltrans Exhibit 17-EX-21 (Right of Way Data Sheet for Local Public Agencies)
- Update the RWDS based on comments from the Design Team and submit a final Draft RWDS to the City.
- Respond to comments from the City and Caltrans R/W as necessary, and make the necessary updates to the Data Sheets

Deliverables: Right of Way Data Sheet (RWDS, draft and final)

Task 10 – Caltrans Approval Documents

Task 10.1 - Design Engineering Evaluation Report (DEER)

GHD will prepare a DEER, per guidelines in Appendix I of the Caltrans Project Development Procedures Manual that documents the engineering analysis of the proposed improvements. The analysis will include review of the proposed improvements to determine drainage (SWDR), maintenance, operation, and environmental impacts. The approved DEER will provide agreement on the geometric layout, scope of improvements, schedule and estimated cost of the project. The 30% PS&E submittal shall be utilized as an attachment to the DEER to document the basis of design. The format of the DEER will follow the template in Appendix I or as provided by District 5.

Deliverables: Design Engineering Evaluation Report (DEER, draft and final)

Task 10.2 - Non-Standard Design Features

The geometries of the proposed roundabout and Sunset corridor will be checked for nonstandard design features and geometric refinements will be investigated to assess if any can be eliminated. A list of both BOLD faced and underlined design features that cannot be mitigated will be identified in a Design Standards Decision Document (DSDD) to be submitted to Caltrans for review, comment and approval.

Additionally, GHD will complete the DIB 78-04 Design Checklist and will prepare nonstandard feature exhibits to include with the DSDD.

Deliverables: Design Standards Decision Document (DSDD, draft and final)

DIB 78-04 Checklist (draft and final)

Nonstandard Feature Exhibits (draft and final)

Task 10.3 - 11-page Estimate

A refined 11-page estimate will be compiled utilizing the standard Caltrans template in support of the DEER. Unit costs will be based on both recent City bids and the Caltrans cost database. The estimate will be appropriate for the 30% concept level design plans/GED prepared for the project, with suitable contingency

for the level of design detail.

Deliverables: 11-page Estimate Template (draft and final .XLSX and PDF)

Assumptions

- A Cooperative Agreement will be completed by the City with Caltrans and minimal support required from GHD.
- Concurrent City and Caltrans reviews will be completed for all submittals.
- Unless stated specifically otherwise, all reviews and processing time on all submittals is assumed to be 6 weeks. If agency processing exceeds this estimate, additional budget may be required.
- Unless stated specifically otherwise, all reports will be limited to one draft and one final version.
- Assessor's parcel maps, as-built drawings from current and former property owners, and any draft improvement plans showing the subject property, stationing, and project limits will be provided by the City/Caltrans/TAMC.
- Only one rendering is provided in this scope of the preferred Build Alternative in support of Public and Stakeholder Outreach.
- Surface and grading work will not begin until PS&E.
- Life Cycle Cost Analysis, pavement overlay, deflection testing, or pavement smoothness studies are not included in this scope.
- Geotechnical and Materials (borings and field investigation) work will not begin until PS&E.
- Utility records to be imported are in 2-dimensional format only. No 3-dimensional drawings or pipe networks are to be prepared.
- Utility relocation design is not included and will be completed by the utility owner.
- ~~Long Form SWDR is required once project moves into PS&E.~~
- Project will utilize published State Plane NAD 83 horizontal control and NAVD 1988 vertical control.
- Underground utility location, including utility potholing will not begin until PS&E.
- Right of Way Engineering, including preparation of Acquisition Plats or Appraisal Maps; Filing of Record of Survey for monumentation or resetting missing property corners; Preparation of Plats and Legal Descriptions; Staking or Layout of proposed improvements will not begin until PS&E.
- Final PEAR may vary from the draft, which is basis for the proposed scope of work. Other studies or documents can be added via contract amendment, should they be required.
- Environmental technical studies and memoranda will not include an analysis of alternatives to the Project.
- For each Technical Study and Memorandum, this scope of work assumes one round of review from the City and Caltrans. This scope of work also assumes that for each Technical Study or Memorandum, comments will be provided to GHD in one consolidated document.
- GHD assumes revisions based on comments, for all Technical Studies and Memoranda, will be minor and will not require substantive changes.
- Hard copies, ADA Accessible, or 508 Compliant documents will not be provided.
- GHD will address one round of consolidated comments from each deliverable, to be provided as tracked changes in Word. If there are multiple reviewers between Caltrans and the City, the City will be responsible for reconciling conflicting comments prior to sending to GHD.
- Comments from Caltrans/City will be in an editable electronic format and focus on new content in each deliverable. Addressing comments will not require substantial new analysis or field investigation.

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- No archaeological resources requiring documentation will be identified. Should resources be identified, work associated with their documentation and assessment may be done under a cost amendment.
- The City will conduct AB 52 Tribal Consultation in support of the project and will not require assistance from the GHD team. Should assistance be needed, it may be provided as an additional service for an additional cost.
- This scope of work does not include attendance at public meetings or other in-person meetings. However, should these be required, these can be added under a cost amendment.
- Work on the IS-MND will commence only after the Technical Studies have been completed and approved by both the City and Caltrans.
- The DEER being prepared is for project initiation and approval, including the environmental documentation phase. PS&E and R/W phases will be completed at a later time. It may be the case that the DEER report cannot be finalized and will remain in draft form until such time as PS&E and R/W are completed and the project is ready to apply for an encroachment permit to complete construction.

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[redacted]	23/24 10-H1 Bill Rate ($/Hr.)	24/25 10-H1 Bill Rate ($/Hr.)*	25/26 10-H1 Bill Rate ($/Hr.)*
Jay Walter A003 - Senior Technical Director 3	$281	$290	$301
Heather Anderson A003 - Senior Technical Director 3	$281	$290	$301
Ron Boyle A001 - Senior Technical Director 1	$353	$366	$378
Kamesh Vedula A002 - Senior Technical Director 2	$331	$342	$354
Lindsey Van Parys A002 - Senior Technical Director 2	$295	$306	$316
Matt Wargula A003 - Senior Technical Director 3	$273	$283	$293
S002 - Construction Manager	$246	$254	$263
A004 - Technical Director 1	$286	$296	$306
A005 - Technical Director 2	$258	$267	$276
A006 - Senior Professional 1	$212	$219	$227
A007 - Senior Professional 2	$184	$191	$197
A008 - Professional 1	$160	$165	$171
B007 - Design Technician 2	$126	$130	$135
A009 - Professional 2	$144	$149	$155
Project Control	$131	$136	$140

***Based on 3.5% annual escalation**

		GHD																		Monument		Rincon		Parikh		PROJECT TOTALS	
		Jay Walter	Matt Wargula	Ron Boyle	Kamesh Vedula	Lindsey Van Parys	Emily Shandy				Michael Pitcock		Josh Brechwald		Abdul Ali		GHD Total Hours	GHD Total Cost	Monument Total Hours	Monument Total Cost	Rincon Total Hours	Rincon Total Cost	Parikh Total Hours	Parikh Total Cost	Total Project Hours	Total Project Cost
		Principal-In-Charge	Project Manager	Roundabout Design	Traffic QA/QC	QA/QC	Asst PM	Const Manager	Tech Director 1	Tech Director 2	Senior Prof 1	Senior Prof 2	Prof 1	Design Tech 2	Prof 2	Project Coord										
Task Description (Assumes 12 month schedule)		$ 301	$ 293	$ 378	$ 354	$ 316	$ 227	$ 263	$ 306	$ 276	$ 227	$ 197	$ 171	$ 135	$ 155	$ 140										
Task 1	**Project Management**																								*448*	*$ 104,468*
1.1	Project Management and Coordination	24	48				48									60	180	$ 40,584	-	$ -	-	$ -	-	$ -	180	*$ 40,584*
1.2	Quality Management Plan	4	8			12					24						48	$ 12,788	-	$ -	-	$ -	-	$ -	48	*$ 12,788*
1.3	Project Meetings	4	56		12		56				12	12	56		12		220	$ 51,096	-	$ -	-	$ -	-	$ -	220	*$ 51,096*
1.4	Community Outreach and Presentations																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
1.5	Stakeholder Outreach																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
Task 2	**Data Collection and Base Mapping**																								*0*	*$ -*
2.1	Data Collection																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
2.2	Preliminary Survey/Base Mapping																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
Task 3	**Alternatives Analysis**																								*92*	*$ 21,808*
3.1	Develop Project Purpose and Need																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
3.2	Conduct ICE Evaluation and TEPA		8	4	16		8				16		40				92	$ 21,808	-	$ -	-	$ -	-	$ -	92	*$ 21,808*
3.2A	Conduct ICE Evaluation																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
3.2B	TEPA (Mini TOAR)																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
3.3	Alternatives Development																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
~~3.4~~	~~Right of Way Data Sheet~~																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
Task 4	**~~PSR-PDS Document~~ Preliminary Environmental**																								*14*	*$ 6,604*
4.1	Preliminary Environmental Analysis Report (PEAR)	2	4				4						4				14	$ 3,366	-	$ -	-	$ 3,238	-	$ -	14	*$ 6,604*
~~4.2~~	~~Stormwater Data Report (SWDR) (Short Form)~~																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
~~4.3~~	~~Additional PSR-PDS Attachments~~																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
~~4.4~~	~~PSR-PDS Submittals~~																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
Task 5	**Geotechnical Investigation/Pavement Design Report**																								*64*	*$ 42,245*
5.1	Preliminary Geotechnical Design Report (PBDR)		4				2						8				14	$ 2,994	-	$ -	-	$ -	-	$ 16,781	14	*$ 19,775*
5.2	Pavement Memorandum		16		8		2						24				50	$ 12,078	-	$ -	-	$ -	-	$ 10,391	50	*$ 22,469*
Task 6	**Preliminary Design (30%) Design**																								*272*	*$ 50,888*
6.1	Preliminary Engineering (30%) Design		16	8			16				32		80		120		272	$ 50,888	-	$ -	-	$ -	-	$ -	272	*$ 50,888*
Task 7	**Environmental Documentation**																								*65*	*$ 269,382*
7.1	NEPA/CEQA Supporting Technical Studies																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
7.1.1	Community Impact Assessment		2				2										4	$ 1,040	-	$ -	-	$ 11,612	-	$ -	4	*$ 12,652*
7.1.2	Visual Impact Assessment Memorandum		2				2										4	$ 1,040	-	$ -	-	$ 22,278	-	$ -	4	*$ 23,318*
7.1.3	ASR, HRER and HPSR		2				2										4	$ 1,040	-	$ -	-	$ 36,779	-	$ -	4	*$ 37,819*
7.1.4	Water Quality Memorandum		2				2										4	$ 1,040	-	$ -	-	$ 14,196	-	$ -	4	*$ 15,236*
7.1.5	Paleontological Identification Report		2				2										4	$ 1,040	-	$ -	-	$ 8,472	-	$ -	4	*$ 9,512*
7.1.6	Initial Site Assessment		2				2										4	$ 1,040	-	$ -	-	$ 13,870	-	$ -	4	*$ 14,910*
7.1.7	Air Quality Memorandum and Conformity Checklist		2				2										4	$ 1,040	-	$ -	-	$ 7,036	-	$ -	4	*$ 8,076*
7.1.8	Construction Noise Memorandum		2				2										4	$ 1,040	-	$ -	-	$ 8,148	-	$ -	4	*$ 9,188*
7.1.9	Energy and Climate Change Memorandum		2				2										4	$ 1,040	-	$ -	-	$ 11,006	-	$ -	4	*$ 12,046*
7.1.10	Natural Environment Study Minimal Impact		2				2										4	$ 1,040	-	$ -	-	$ 20,578	-	$ -	4	*$ 21,618*
7.2	CEQA IS-MND																-	$ -	-	$ -	-	$ -	-	$ -	-	*$ -*
7.2.1	Kickoff Meeting	1	1				2						1				5	$ 1,219	-	$ -	-	$ 1,726	-	$ -	5	*$ 2,945*
7.2.2	Administrative Draft IS-MND		4				4										8	$ 2,080	-	$ -	-	$ 31,825	-	$ -	8	*$ 33,905*
7.2.3	Public Review Draft IS-MND		2				2										4	$ 1,040	-	$ -	-	$ 9,106	-	$ -	4	*$ 10,146*
7.2.4	Response to Comments, Final IS-MND and MMRP		4				4										8	$ 2,080	-	$ -	-	$ 19,663	-	$ -	8	*$ 21,743*
7.2.5	CEQA Project Management																-	$ -	-	$ -	-	$ 36,268	-	$ -	-	*$ 36,268*
Task 8	**Storm Drain Analysis**																								*182*	*$ 36,812*
8.1	SWDR - Long Form		12			2	8		32		8		40		80		182	$ 36,812	-	$ -	-	$ -	-	$ -	182	*$ 36,812*
Task 9	**Right-of-Way Services**																								*96*	*$ 32,648*
9.1	RWDS		8				8				8		32		40		96	$ 17,648	-	$ 15,000	-	$ -	-	$ -	96	*$ 32,648*
Task 10	**Caltrans Approval Documents**																								*540*	*$ 103,496*
10.1	Design Engineering Evaluation Report (DEER)		40			2	40				16		80		120		298	$ 57,344	-	$ -	-	$ -	-	$ -	298	*$ 57,344*
10.2	Non-Standard Design Features		16			2	16				16		32		64		146	$ 27,976	-	$ -	-	$ -	-	$ -	146	*$ 27,976*
10.3	11-Page Estimate		16								8		32		40		96	$ 18,176	-	$ -	-	$ -	-	$ -	96	*$ 18,176*
	Total Hours	**35**	**283**	**12**	**36**	**18**	**240**	**0**	**32**	**0**	**140**	**12**	**429**	**0**	**476**	**60**	**1773**	**$ 370,377**	**0**	**$ 15,000**	**0**	**$ 255,801**	**0**	**$ 27,173**	**1,773**	**$ 668,351**
	Direct Cost (Printing of Materials, Reports																	**$ 7,500**		**$ -**		**$ -**		**$ -**		**$ 7,500**
	Travel/Lodging, Counts, and Enviro Analysis Direct Costs																	**$ 18,000**		**$ -**		**$ -**		**$ -**		**$ 18,000**
	Total	**10,535**	**82,919**	**4,536**	**12,744**	**5,688**	**54,480**	**-**	**9,792**	**-**	**31,780**	**2,364**	**73,359**	**-**	**73,780**	**8,400**		**395,877**		**15,000**		**255,801**		**27,173**		
		$	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**		**$**		**$**		**$**		**$**		**$ 693,851**

*Hourly bill rates subject to annual escalation.

REGIONAL FUNDING AGREEMENT
FOR THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT PHASE OF THE CEDAR, SUNSET & CONGRESS INTERSECTION IMPROVEMENTS

This Measure X Regional Funding Agreement ("Agreement") is made and entered into on _____ by and between the City of Pacific Grove ("Sponsor") and the Transportation Agency for Monterey County ("TAMC"), collectively referred to herein as "Parties," or in the singular, as "Party."

RECITALS

WHEREAS on November 8, 2016, the voters of Monterey County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the "Act"), approved the Transportation Safety & Investment Plan Measure X (TAMC Ordinance No. 2016-01) on the Monterey County Ballot, thereby authorizing TAMC to impose and administer the proceeds from a three-eighths cent transaction and use tax ("Measure X"); and

WHEREAS Measure X identifies the Cedar, Sunset & Congress Intersection Improvements (part of Holman Highway 68 Project) (the "Project") as an eligible use of funds from Measure X revenues; and

WHEREAS Sponsor desires to receive Measure X regional funding from TAMC for the Project Approval and Environmental Document (PA&ED) phase of the Project; and

WHEREAS up to $1,000,000 of Measure X funds are designated for the PA&ED phase of the Project; and

WHEREAS on May 11, 2022, Pacific Grove City Council approved authorization of the City Manager to evaluate the intersection of Congress, Sunset & Cedar and execute the Project Approval and Environmental Document phase of the Cedar, Sunset & Congress Intersection Improvement Project in an amount not to exceed $1,000,000; and

WHEREAS TAMC is authorized to program funds to the Project and wishes to assist in the Project Approval and Environmental Document phase of the Project; and

WHEREAS the Parties understand and agree that as between TAMC and Sponsor, any cost savings developed in implementing the Project will be retained by TAMC and may be re-programmed for other components of the Project or eligible Measure X projects;

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the Parties hereto represent, covenant and agree as follows:

SECTION I
Covenants of Sponsor

1.1 Project Definition. The Project Description and Scope of Work for the Project Approval and Environmental Document phase of the Project is attached hereto as Exhibit A. The Estimated Project Schedule is also attached hereto as Exhibit B. The Project's estimate of probable cost, both as a whole and by activity, for this Project Approval and Environmental Document phase of the Project is attached hereto as Exhibit C. The anticipated amount and type of funds, and fiscal year of funding, are specified in Exhibit C, Funding Summary. Exhibits A, B, and C are incorporated herein by this reference.

1.2. Change in Project Scope. No change in the Project Description or Scope of Work as described in Exhibit A may be approved or implemented until it has been reviewed and approved by TAMC as an amendment to Exhibit A. Changes implemented without TAMC approval will not be eligible for reimbursement.

1.3. Eligible Costs. Eligible costs to be reimbursed by TAMC pursuant to this Agreement are those costs directly related to the Project's implementation of preliminary engineering and environmental analysis costs (including staff time and costs incurred by the City of Pacific Grove that are directly related to the Project) as specified in Exhibit B. City of Pacific Grove overhead costs are not eligible for reimbursement. In no event shall expenses incurred prior to the execution of this Agreement, or for purposes other than preliminary engineering and environmental analysis be considered eligible reimbursement costs under this Agreement.

1.4. Timing of TAMC Disbursements. TAMC shall issue payments in the form of reimbursements to Sponsor pursuant to a Request for Payment submitted by the Sponsor, as described in Section 1.5. As the Sponsor complies with the procedure set forth in Section 1.5, below, the Sponsor will submit its documentation in a sufficiently timely basis to allow TAMC to review Requests for Payment and to disburse funds directly to Sponsor within a period of twenty (20) business days. TAMC shall not be responsible for any penalties or charges related to late payments to Sponsor or Sponsor contractors, if TAMC has made a disbursement to the Sponsor within this period, or if TAMC has complied with Section 2.4 ("Suspension of Disbursements) for any invoices/Requests for Payments that are disputed. Sponsor understands that in no event shall payments from TAMC, when aggregated with previously approved reimbursement requests, exceed the amount listed as "Total Reimbursable Amount" in Exhibit C.

1.5. Invoices and Progress Reports. Starting one month after the execution of this Agreement, Sponsor will submit to TAMC monthly progress reports and Requests for Payments for activities conducted over the prior unbilled month. These documents will include the following specified information:

> 1.5.1. Invoices. Sponsor will provide TAMC with one (1) copy of all invoices submitted to Sponsor by every contractor, subcontractor, consultant, or subconsultant performing work related to the Project, timecards reflecting

hours invoiced for reimbursement by Sponsor's employees and staff, and invoices supporting direct expenses billed to project by Sponsor.

1.5.2. Progress Reports. The monthly progress reports will include a brief description of the status of the Project, including the work completed to date and public outreach efforts. This summary may be included on the invoices submitted to TAMC or be attached to those invoices.

1.5.3. Allocation of Funds as Between Sponsor and TAMC. Each Request for Payment shall allocate requested funds equally between the Sponsor Contribution and TAMC Reimbursable Funds until such time as all of Sponsor's Contribution has been exhausted. That is, for each $100 invoiced, $50 shall be paid by Sponsor's Contribution and $50 from TAMC funds until such time as all the funds identified in the Funding Summary as Sponsor's funds have been used.

1.5.4. Request for Payments. A Request for Payment for an amount not to exceed the total invoice(s) for the prior month, shall accompany the invoices and progress reports. Requests for Payment shall consist of a cover letter stating the time period for which reimbursement is requested, a Progress Report as detailed in section 1.5.2 above, the name of the Project, total amount requested and contact name and telephone number, as well as all invoices and progress reports for which the Sponsor requests reimbursement.

1.6. Use of Funds. Sponsor will expend funds consistent with the Project's Scope of Work described in Exhibit A and Estimate of Cost described in Exhibit C or approved by TAMC pursuant to Section 1.2. Sponsor shall encumber the funds no later than the Project schedule as listed in Exhibit B.

1.7. Submittal of Documents. Sponsor will provide copies to TAMC of all executed contracts which relate to the Project's Scope of Work, as described in Exhibit A, or approved by TAMC pursuant to Section 1.2. Sponsor will retain records pertaining to the Project for as long as required by law, but not less than a minimum of five (5) years following completion of the Project.

1.8. Public Outreach. Sponsor will be responsible for the development and administration of a public outreach effort to ensure public awareness and TAMC involvement in the Project development and delivery process. Sponsor will provide a copy of the public outreach plan and all materials documenting the public outreach activities, including public notices, press releases, flyers, etc. to TAMC. The public outreach plan must accompany the first invoice/ Request for Payment from the Sponsor.

1.9. Cost Savings and Excess Costs

1.9.1. Cost Savings. As between Sponsor and TAMC, after the Project Approval and Environmental Document phase of the Project has been accepted by Sponsor as complete, any positive difference between the costs, as listed in Exhibit C or approved by TAMC pursuant to Section 1.2, and the total amount paid by TAMC shall be considered cost savings. All (100%) of the cost savings will be re-credited to TAMC for re-programming by TAMC on other components of the Project or eligible Measure X projects.

1.9.2. Excess Costs. In the event the actual Project cost exceeds the estimates shown in Exhibit C, this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amounts identified in Exhibit C as reimbursable project costs.

1.10. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the work to be performed with funding from this Agreement and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor or sub-contractor and their insureds and sureties suspected of any acts, errors, or omissions committed during business activities that economically or legally damage the Project.

SECTION II
Covenants of TAMC

2.1. Funding Commitments. TAMC shall provide funding to Sponsor in an amount not to exceed One Million Dollars ($1,000,000) for eligible Project costs as specified in the Funding Summary included with Exhibit C consistent with the procedures described in Section 1.5.

2.1.1. Deadline to Submit Reimbursement Requests. Requests for Payment shall be submitted to TAMC on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Copies of invoices must be complete and legible, or the Request for Payment will be returned. TAMC shall make payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.2. Late Submittals. If Sponsor fails to submit invoices, documentation or progress reports, as set forth in this agreement, to TAMC in a timely manner, then TAMC may delay the reimbursement payments until the required documentation is provided.

2.1.3. Costs Ineligible for Reimbursement. In addition to any other remedy detailed herein, or otherwise afforded by law, TAMC reserves the right to

adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.4. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to 50% of eligible expenditures for each invoice submitted to TAMC until such time as Sponsor's Contribution is exhausted, as specified in Exhibit C and Section 1.5.3, except as provided in 2.2., below.

2.2. Delay or Suspension of Reimbursement Payments. Notwithstanding the reimbursement provisions listed above, if TAMC determines that an invoice includes ineligible costs, lacks adequate supporting documentation, or lacks a progress report, the TAMC Project Manager or Fiscal Officer shall provide the Sponsor with a written dispute notice outlining the reason for the return and the proposed remedy, if one exists, which would make the invoice acceptable. TAMC will delay payment until within 15 days of when the revised invoice or requested documentation is received. If Sponsor disputes the TAMC finding or request, Sponsor may immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth below.

2.3 Dispute Resolution Process.

2.3.1 If at any time either party hereto is considered to have failed to meet any of the conditions included in this Agreement, the parties shall meet and confer in a good faith effort to resolve the matter. Such meet and confer shall occur within thirty (30) days of a notice from one party to the other of non-compliance.

2.3.2 If, after meeting and conferring, there is still a dispute as to compliance or non-compliance with a term or condition of the Agreement, TAMC shall refer the matter to the eXcellent Oversight Committee for its review and recommendation. Consistent with the terms of the Ralph M. Brown Act, the eXcellent Oversight Committee meeting may be a special meeting, provided that at least 72 hours prior notice is provided to the public and an agenda is posted. After considering the matter, the eXcellent Oversight Committee may make its recommendation to the parties to resolve the matter.

2.3.3 Pending the consideration and possible resolution of the issue by the eXcellent Oversight Committee, TAMC shall withhold disputed Measure X payments to the City of Pacific Grove under this Agreement, except for allocations required for bond payments, which shall not be withheld.

2.3.4 If, after receiving the recommendation from the eXcellent Oversight Committee the parties are still in dispute over compliance or non-

compliance of this Agreement, the matter shall be agendized at the next available TAMC Board meeting. Each party may submit up to five (5) pages in support of its position, as part of the agenda package to be submitted for such Board meeting. If the parties are still in dispute after the TAMC Board meeting, then the disputing party may file an action in Monterey Superior Court.

2.3.5 Resumption of funding distribution to the Sponsor can occur at any time during the life of Measure X but shall only occur after full repayment of any unauthorized expenditure(s) of Measure X funds, and confirmation by TAMC of Sponsor's compliance with each of the conditions in this Agreement. Repayment of unauthorized expenditures may not be made by future Measure X funds.

2.4. Making of Payment Does Not Result In Waiver. TAMC payments pursuant to an approved Request for Payment does not result in a waiver of the right of TAMC to require fulfillment of all terms of this Agreement.

2.5. Right to Conduct Audit. TAMC shall, at TAMC's expense, have the right to conduct an audit of all Sponsors' records pertaining to the Agreement at any time during construction and up to a five (5) year period after completion of the Project. If any irregularities are found as a result of an audit, Sponsor shall reimburse TAMC for the cost of the audit.

SECTION III
Mutual Covenants

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.16.

3.2. Discharge/Termination. This Agreement shall be subject to discharge as follows:

3.2.1. Termination by Mutual Consent This Agreement may be terminated at any time by mutual consent of the Parties. At the time of any such mutual termination, TAMC shall be obligated to provide funding for only such Requests for Payment as may be outstanding and approved at the time of termination.

3.3. Indemnity. It is mutually understood and agreed, relative to the indemnification of TAMC and Sponsor:

3.3.1. Sponsor shall, to the full extent permitted by law, fully defend, indemnify, and hold harmless TAMC, its Board and Directors, and any officer, agent, or employee of TAMC, against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement.

3.3.2. TAMC shall, to the full extent permitted by law, fully defend, indemnify, and hold harmless Sponsor, and any officer or employee of Sponsor, against any damage or liability occurring by reason of anything done or omitted to be done by TAMC under the Agreement.

3.3.3. Notwithstanding any other provision of this Agreement, each party's obligation to defend, indemnify and hold harmless the other party, as expressed in these Indemnification Provisions, shall survive the termination or expiration of the Agreement for a term to include the applicable statute of limitations related to the Sponsor's performance pursuant to the Agreement.

3.4. Liability. As TAMC is only providing certain funds and is not the primary or responsible agency for carrying out the Project herein identified, TAMC is not liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise as a result of the acts or omissions of Sponsor or its agents, contractors, consultants, engineers, or representatives. Nor shall TAMC be liable for any loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense which may arise because of TAMC's provision of funds which may ultimately be utilized in, but not limited to, the acquisition of, the design, implementation, or construction of the Project herein described.

3.5 Contract Administrators. Sponsor's designated principal responsible for administering Sponsor's work under this Agreement shall be Daniel Gho, Public Works Director / Deputy City Manager; TAMC's designated administrator of this Agreement shall be Dave Delfino, Financial Officer. TAMC's Project Manager under this Agreement shall be Doug Bilse, Principal Engineer.

3.6 Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TAMC	CITY OF PACIFIC GROVE
Todd Muck	Daniel Gho
Executive Director	Public Works Director / Deputy City Manager
55B Plaza Circle	300 Forest Ave
Salinas, California 93901	Pacific Grove, CA 93950

Either Party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.6. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.7. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and

instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.8. No Promise or Representation of Approval. It is expressly agreed and understood that this Agreement is to fund Project Approval and Environmental Document phase of the Project and each Party retains their full discretion to agree or disagree to terms and conditions relating to future actions with respect to the Project and that by entering into this Agreement neither TAMC nor the Sponsor is making any promise, representation or commitment to give special treatment to, or exercise its discretion favorably with respect to the final consideration and possible approval of the Project or any entitlement to develop the Project on TAMC property.

3.9. Integration. This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.10. Amendment. This Agreement may not be changed, modified, or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.11. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and TAMC is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of TAMC and none of TAMC’s agents or employees shall be agents or employees of Sponsor.

3.12. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.13. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of TAMC or Sponsor, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.14. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

3.15. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by the

Parties; each counterpart shall be deemed an original, but all counterparts shall constitute a single document.

3.16. Survival. The following provisions in this Agreement shall survive discharge:

3.16.1. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

3.16.2. TAMC. As to TAMC, the following section shall survive discharge: Section 2.5 (right to conduct audit).

3.16.3. Both Parties. As to both Parties, the following sections shall survive discharge: Section 3. (indemnity) and Section 3.4 (liability), until the expiration of all relevant statutes of limitations.

3.17. Limitation. All obligations of TAMC under the terms of this Agreement are expressly contingent upon TAMC's continued authorization to administer the reimbursable funds identified in the Funding Summary included with Exhibit B. If for any reason, TAMC's right or ability to collect or expend such funds are terminated or suspended in whole or part so that it materially affects TAMC's ability to fund the Project, TAMC shall promptly notify Sponsor, and the Parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the Parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this Project or any other project or projects of Sponsor, not already specifically covered by a separate Agreement, shall arise only upon execution of a new Agreement.

3.18. Time. Time is and shall be of the essence of this Agreement and each of its provisions in which performance is a factor.

3.19. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.20. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue shall be in Monterey County.

3.21. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.22. No Continuing Waiver. The waiver by any Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.23. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies on any third-party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party to any Party to this Agreement, nor shall any provision of this Agreement give any third-party any right of subrogation or action over or against any Party to this Agreement.

3.24. Signatory's Warranty. Each Party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

TRANSPORTATION AGENCY FOR MONTEREY COUNTY:

By: _____

Todd Muck
Executive Director, TAMC

Approved as to form:

By: Rob Brayer (Nov 4, 2022 16:20 PDT)

Robert Brayer
TAMC Counsel

CITY OF PACIFIC GROVE:

By: Bill Peake (Nov 4, 2022 16:16 PDT)

Bill Peake
Mayor, Pacific Grove

Approved as to form:

By: Brian Pierik (Nov 2, 2022 12:44 PDT)

Brian Pierik
City Attorney, Pacific Grove

EXHIBIT A

PROJECT DESCRIPTION and SCOPE OF WORK

Project Name: Cedar, Sunset & Congress Intersection Improvements

Project Contact: Daniel Gho, Public Works Director / Deputy City Manager, City of Pacific Grove

Project Manager: Daniel Gho, Public Works Director / Deputy City Manager, City of Pacific Grove

PROJECT DESCRIPTION

Responsible Agency: City of Pacific Grove

Project Limits: The project will construct safety and multi-modal improvements at the Congress, Sunset, & Cedar 5-way intersection south to 19th and Sunset (Pacific Grove).

Project Phase: Project Approval and Environmental Document

This phase of work includes developing the Project Approval and Environmental Document. After a thorough community and public input process and reaching the 100% design milestone, the Pacific Grove City Council may exercise its discretionary authority to proceed into the construction phase of the project.

Project Purpose:
This intersection is a dangerous 5-way intersection that is near the Pacific Grove High School and Forest Grove Elementary School. The purpose of this project is to design and construct an intersection that is safe for all users.

Transportation Benefit:
Improved circulation, especially when school is out for the day. There is potential for a large development nearby for housing and a redesign of the intersection will improve pedestrian, bicycle, and vehicle traffic.

SCOPE OF WORK

The Cedar, Sunset & Congress Intersection Improvement project is a multi-year, multi-million-dollar project that the City of Pacific Grove anticipates using the full $5 million TAMC Regional Project Measure X allocation that is earmarked for the Pacific Grove segment of the Highway 68 corridor. The City anticipates harnessing the first $1 million in FY22/23 for a segment of the scope of work noted below. This large-scale project will take several years to complete. The full project scope of work is noted below; moreover, the schedule in Exhibit B provides the tasks the City plans to complete in FY22/23.

This multi-year project allows for the design, permitting, environmental review and construction of safety and multi-modal improvements at the Cedar, Sunset & Congress 5-way intersection. This project was identified via the Highway 68 Corridor Study conducted in conjunction with the Transportation Agency of Monterey County (TAMC) in 2016.

The Cedar, Sunset & Congress Intersection Improvement project will include a robust public feedback process, engineering, environmental review, a cooperative agreement with Caltrans for the proposed improvements, and after implementation, a maintenance agreement with Caltrans for post construction maintenance.

EXHIBIT B

ESTIMATED SCHEDULE

- **Fall 2022 – Formalize Funding**
  - Execute Funding Agreement with approval from TAMC Board & Pacific Grove City Council
- **Winter 2022 - Spring 2023: Design**
  - Prepare and release RFP for planning & design services
  - Retain consultant
  - Perform ICE study
  - Submit CAL trans PID application
  - Develop conceptual design options
- **Summer 2023 – Public Outreach & Feedback on Design Options**
  - Perform robust public outreach on design options
  - Obtain Pacific Grove City Council & TAMC Board feedback on design options
  - Continue coordination with Caltrans on permitting
- **Fall 2023 – Winter 2024 – Environmental Permitting**
  - Conduct CEQA analysis
  - Public review CEQA
- **Spring 2024 – Summer 2024 – Pre-Construction**
  - Finalize construction drawings & bidding documents
  - Release bid
  - Award construction contract
  - Begin conversation with Caltrans regarding maintenance of intersection improvements
- **Fall 2024 – Summer 2026: Construction**
  - Construction to occur per drawings & specifications
  - Finalize maintenance agreement with Caltrans

EXHIBIT C

PROJECT ESTIMATE OF PROBABLE COST AND FUNDING SUMMARY

FUNDING SUMMARY

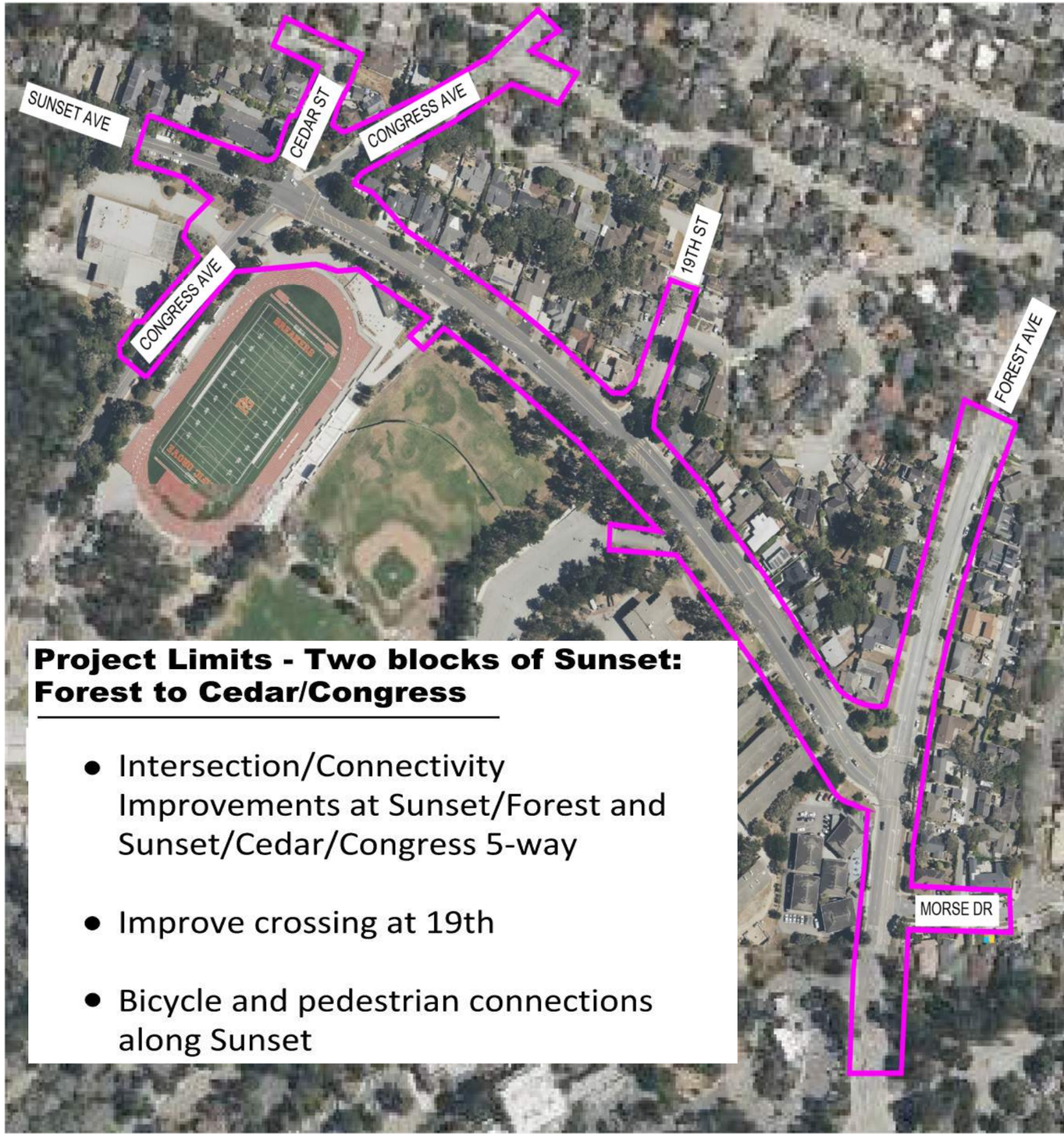
Project Phase	Fund Source	Fiscal Year	Amount	Reimbursable by TAMC Under This Agreement?	Funding Secured?
Project Approval and Environmental Document	Measure X	2022/23	$1,000,000	Yes	Yes
Total Reimbursable Amount:			$1,000,000		
Total Cost:			$1,000,000		Yes

Scope of Improvements

Providing safety and access for all **modes**

Minimizing **impacts**

Adhering to **Caltrans requirements**



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM:

MEETING DATE: September 17, 2025

SUBJECT: Responsibilities and Authority of the Historic Resources Committee

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

RECOMMENDATION

Direct staff to bring back to council a conceptual model that addresses two areas of concern discussed below.

DISCUSSION

Background

As part of the discussion about merging the Historic Resources Committee and Architectural Review Board, it is a good time to review the responsibilities and authorities of the HRC. Two stand out as needing Council review as to appropriateness. Suggested corrections are marked as cross outs and alternative wording is included in red.

1. The power to appoint citizens to Boards and Commissions belongs to the Mayor. Currently, the charter of the Historic Resources Committee hands that authority to a community organization, the Heritage Society. Changing this to allow the Heritage Society to nominate potential member(s) for the Mayor's appointment is consistent with two other BCC's practices.

> **"The Historic Resources Committee consists of five members appointed to staggered terms of two years who demonstrate interest and knowledge of historic preservation and cultural resources. One of the members shall be a licensed architect with preservation experience, landscaping architect, engineer, or architectural historian, or be a licensed general contractor with preservation experience. ~~, and one shall be a representative of the Pacific Grove Heritage Society (Heritage Society shall appoint its member).~~ The Heritage Society may nominate a member for one of the seats on the Committee."**

2. Inclusion in the Historic Resources Inventory may add or subtract value from a property and should be disclosed to a property's buyer upon sale as being pertinent to the value of the property. To include a property on the Inventory without the owner's consent can add complications, cost and negatively impact the value of that property. Perhaps, in practice, property owners are consulted, or notified but this section says that the owner has no say.

> **"Inclusion on the Inventory is based on the criteria listed in Municipal Code**

Section 23.76.025 and is not limited to a specific year of construction. ~~The consent of the property owner is not required for inclusion on the Inventory.~~ The Pacific Grove Historic Context Statement, Guidelines for Historic Assessment, and Historic Resources Inventory can be found on the City's Historic Resources webpage: Historic Resources"

ENVIRONMENTAL REVIEW
None.

OPTIONS

1. Leave one or more of the areas of concern as they stand
2. Provide alternative intent and wording

FINANCIAL IMPACT:
There is no fiscal impact.

GOAL ALIGNMENT: Not Applicable.

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: September 17, 2025

SUBJECT: Hopkins Marine Station Update

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

RECOMMENDATION

Receive presentation.

Attachments

PPT



HOPKINS MARINE STATION

Community Brief

Prepared for: City Council, City of Pacific Grove
September 17, 2025

Bill Sherrod
Associate Director
Hopkins Marine Station

Three Perspectives

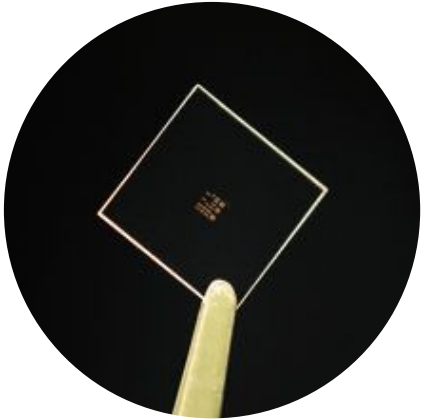
Past, Present, and Future



Hopkins has a 130-year legacy of scientific breakthroughs in marine biology and ecology.



Today, Hopkins is Stanford's gateway to the sea, home to faculty from Oceans and Biology.



Our future is as a nexus of discovery, technology, and solutions in impact areas benefiting our community and humanity.



A History Intertwined

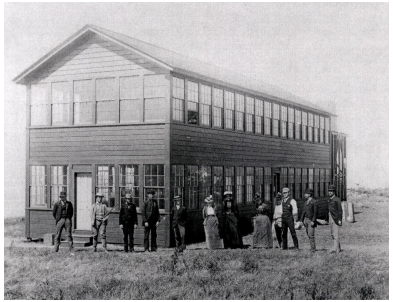
Here Because of Pacific Grove

How destiny manifests

- Louis Agassiz, champion of experiential learning and direct observation of nature.
- The Pacific Grove Methodist Retreat
- The Chautauqua Movement and the Summer School of Science
- David Starr Jordan, Stanford University's first president and former student of Agassiz
- The gift of Point Aulon

Hopkins Marine Station Through the Years

Evolution of the Campus







1892 1917 1928 1931 1946 1963 1967 1989 1994 2004 2015 2022 Today



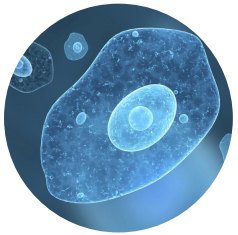




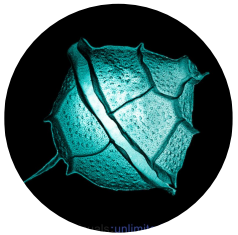
Hopkins Marine Station Through the Years

Groundbreaking Discoveries

C.B. van Niel established the universal biochemical equation for photosynthesis, unifying a core concept in biology that is now textbook knowledge worldwide.



Hopkins scientists discovered that the collapse of the Cannery Row sardine fishing industry resulted from the combined pressures of intense overfishing and natural climate cycles.



Pioneering research at the station isolated and identified the fundamental chemical components of bioluminescence which explains how living organisms produce light.

Discovered that physical stresses and biological competition create distinct bands of life along the rocky shoreline, establishing the core ecological principles of intertidal zonation.

Hopkins scientists revealed the unique warm-blooded physiology and elite swimming biomechanics of tuna, uncovering the secrets to their power and endurance.



Hopkins Marine Station Today

Groundbreaking Discoveries

Conservation management in marine protected areas help kelp forests survive marine heatwaves by supporting predator populations that control destructive sea urchins.

Researching carbon cycling in kelp forests to better understanding the ability of kelp to sequester carbon dioxide from the atmosphere and respond to climate stressors.

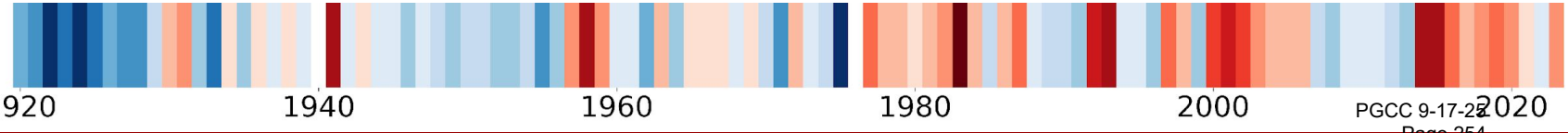




Developed nanoscale sensors use light to identify DNA shed by organisms into the environment; this allows scientists to identify species present in an area from a simple sample of water enable adaptive forecasting for biosystem sustainability.



Researchers are studying how underwater waves move cold, deep water up to the ocean surface replenishing nutrients for marine photosynthesizers, which in turn remove carbon dioxide from the atmosphere, and provide nutrients for coral reef resilience.



Hopkins Marine Station Today

A Coastal Dependent Campus

Growth Limited

- 11.98 acres
- Archeological Significance
- 13 buildings
- Over 70,700 GSF
- Within Local Coastal Plan
- Vulnerable to sea rise



Stanford Doerr School of Sustainability

From Idea to Impact at Global Scale

The Stanford Doerr School of Sustainability advances knowledge, solutions, and impact through research and education to create a thriving, enduring future for humanity and the planet.

For life on Earth.

Forever.



Stanford Doerr School of Sustainability

A New School is Launched

139
Faculty from all 7 Schools

5
Existing Departments

2
New Departments Launched

2
Institutes

1
Sustainability Accelerator Created

2
Campuses

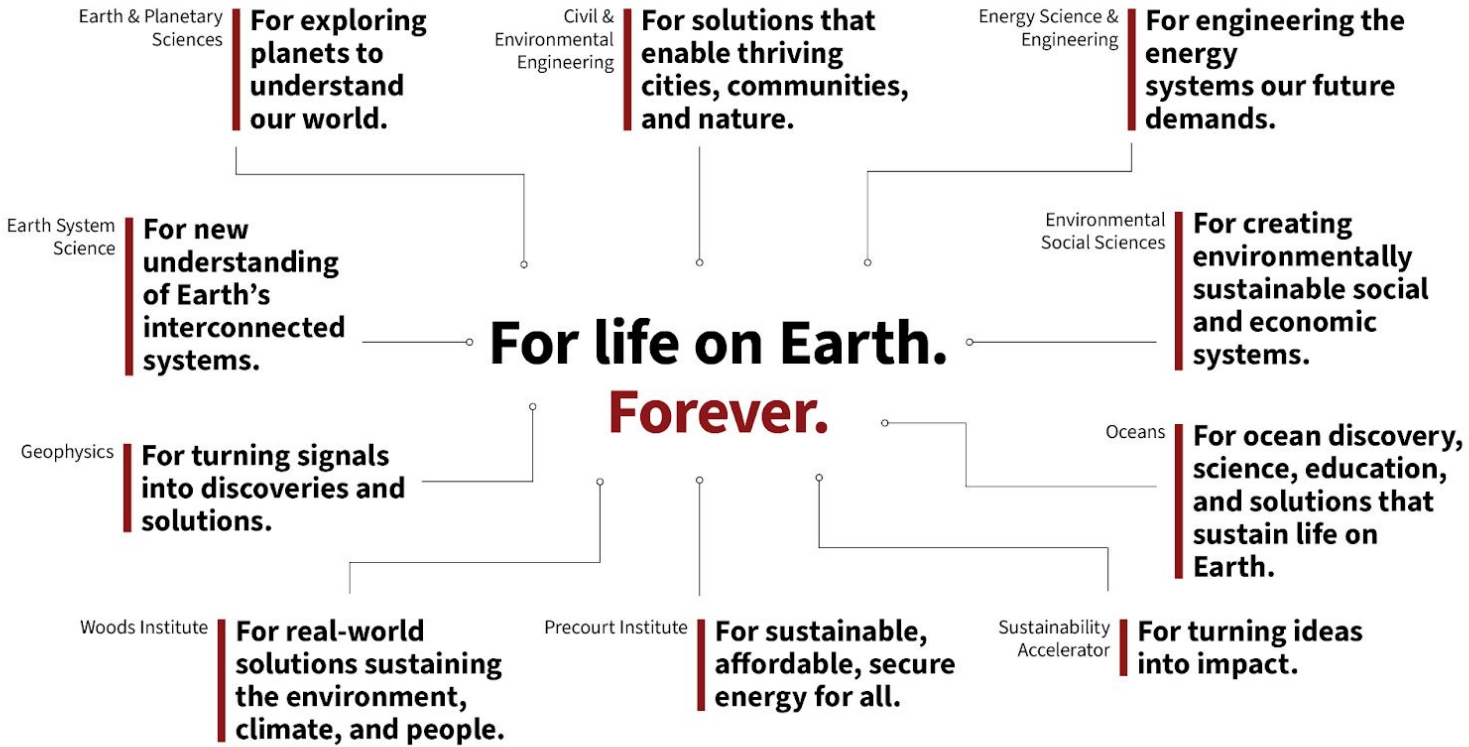
3
Interdisciplinary Programs

1
Advisory Council Established



Stanford Doerr School of Sustainability

An Impact-Driven Approach to a School

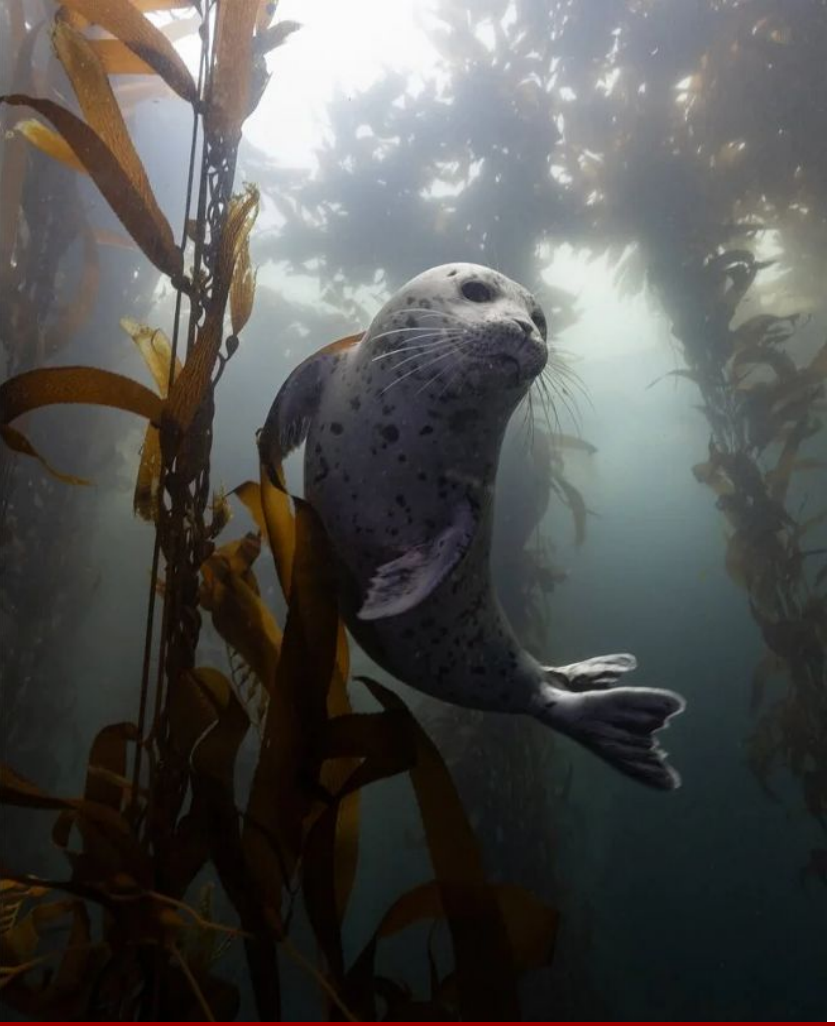


Hopkins Marine Station Faculty

Leaders in Biology and Ocean Sciences

Fiorenza Micheli
Vanessa Barone
Barbara Block
Larry Crowder
Giulio DeLeo
Mark Denny
Robin Elahi
William Gilly
Jeremy Goldbogen
Chris Lowe
Stephen Palumbi
Stuart Thompson
Ayelet Voskoboynik
Brooke Weigel





Protecting Our Ecosystem

Science and Conservation

Interdependence of Science and Conservation

- Hopkins Marine Life Refuge established in 1931
- Area of Special Biological Significance in 1974
- Pacific Grove Marine Gardens Fish Refuge in 1984
- Lovers Point-Julia Platt State Marine Reserve in 2007


Thank you