



NOTICE OF MEETING CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING AGENDA

Wednesday, April 15, 2026, 4:30 P.M.

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

APPEARING REMOTELY:
Councilmember Chaps Poduri
3550 Ridge Line Drive
San Bernardino, CA 92407

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 CLOSED SESSION MEETING

PUBLIC COMMENT ON SPECIAL CLOSED SESSION 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. Closed Session Conference with Labor Negotiators (Government Code Section 54957.6)
City Negotiators: Matthew Mogensen, City Manager, Fred Marsh, Administrative Services Director,
Che Johnson, Esq. Liebert Cassidy Whitmore and Leticia Livian, Human Resources Director
Employee Organization: General Employees Association, Management Employees Association,
Unrepresented Management, Confidential Employees, and Unrepresented Department Heads

ADJOURNMENT



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL STUDY SESSION MEETING AGENDA

Wednesday, April 15, 2026, 5:00 P.M.

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

APPEARING REMOTELY:
Councilmember Chaps Poduri
3550 Ridge Line Drive
San Bernardino, CA 92407

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AGENDA

CALL TO ORDER

SPECIAL STUDY SESSION AGENDA

1. **NEW BUSINESS**

A. Coral Street Pump Station Pacific Grove

Reference: Matthew Thompson, PE.

Recommended Action: Receive the presentation.

CEQA: Initial Study, Mitigated Negative Declaration

ADJOURNMENT

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



NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, April 15, 2026, 6:00 P.M.

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

APPEARING REMOTELY:
Councilmember Chaps Poduri
3550 Ridge Line Drive
San Bernardino, CA 92407

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.

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

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

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AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Amelio

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Mayor's Proclamation: Arbor Day **PG 11**

Reference: Nick Smith, Mayor

Recommended Action: Receive the presentation.

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

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

A. Report on Closed Session by City Attorney

B. Other

4. GENERAL PUBLIC COMMENT

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

A. Written General Public Comment

CONSENT AGENDA

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

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

Items pulled from this section will be placed under 11. Unfinished and Ongoing Business

A. Minutes of the April 1, 2026 Special and Regular Meetings **PG 13**

Reference: Sandra Kandell

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 11. Unfinished and Ongoing Business or 12. New Business

7. **ORDINANCES**

Items pulled from this section will be placed under 10. Public Hearings

8. **REPORTS – INFORMATION ONLY**

Items pulled from this section will be placed under 11. Unfinished and Ongoing Business or 12. New Business

A. Check Register and Core Fund Summary - March 2026 **PG 19**

Reference: David Stiles, Senior Accountant

Recommended Action:

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

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

B. Monterey-Salinas Transit Minutes for March 9, 2026 **PG 37**

Reference: Joe Amelio, Mayor Pro Tem

Recommended Action: Receive the 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 11. Unfinished and Ongoing Business or 12. New Business

A. Amendment to 4-Leaf Contract for Traffic Engineering Services **PG 44**

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

Recommended Action:

1. Authorize the execution of an amendment with 4-Leaf, Inc., increasing the contract total by an additional \$80,000, for Traffic Engineering services for Fiscal Year 2025/26.
2. Alternatively, discuss and take other action related to this item.

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

B. Cultural Calendar PG 48

Reference: Chaps Poduri, Councilmember

Recommended Action:

1. Approve recommendation from the Task Force for Diversity, Equity and Inclusion (DEI) to adopt a cultural calendar for the City of Pacific Grove.
2. Direct staff to create a cultural calendar landing page on the City's website to serve as a community resource.

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

C. AB 481 Presentation PG 54

Reference: Casey Day, Chief of Police

Recommended Action: Staff recommends that the City Council accept the AB481 presentation that was publicly shared with the community on March 16, 2026.

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 12. New Business*

A. Historic Resources Committee Meeting Minutes: 9/24/25, 10/22/25, 11/19/25, 12/17/25, 1/28/26, and 2/25/26

Reference: Garrett McCown, Associate Planner **PG 63**

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 Amendments to the R-3, C-1, C-2, and R-3-M Zoning Regulations PG 95

Reference: Jon Biggs, Community Development Director

Recommended Action:

1. Consider the Addendum to the Certified Environmental Impact Report (EIR);
2. Introduce and hold first reading of an Ordinance Amending Chapters 23.24, 23.32, and 23.52 of Title 23, Zoning, of the Pacific Grove Municipal Code;
3. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

CEQA: Environmental Impact Report

- B. Ordinance Approving Concession Lease Agreement with Fortunate Fork, LLC **PG 160**

Reference: Nicholas Cina, Management Analyst

Recommended Action: Hold first reading of an ordinance to approve a concession lease agreement with Fortunate Fork, LLC and authorize publication of a summary approved by the City Attorney.

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

12. **UNFINISHED AND ONGOING BUSINESS**

- A. Amend Council Policy 000-25 Regarding Code of Conduct for Council, Boards, and Commissions

Reference: Joe Amelio, Mayor Pro Tem **PG 196**

Recommended Action: Adopt a Resolution amending City Council Policy 000-25 regarding the Code of Conduct for Council, Boards, and Commissions.

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

13. **NEW BUSINESS**

- A. Process for Submitting Applications to Fill Vacant Council Seat **PG 206**

Reference: Alex J. Lorca, City Attorney

Recommended Action: Direct the City Manager to advise potential applicants that they may submit an application to the City Clerk by the close of business on May 1, 2026 for the position of City Councilmember and that the City Manager return to the City Council at its regular meeting on May 20, 2026 for a review of the applications and the appointment of an applicant to the position of City Councilmember and for the appointed applicant to be sworn in by the City Clerk.

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

14. **FULL PRESENTATIONS**

- A. Update Regarding Montage Health's Community Work **PG 209**

Reference: Mike McDermott, Chief Executive Officer

Recommended Action: Receive the report.

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: Nick Smith, Mayor
MEETING DATE: April 15, 2026
SUBJECT: Mayor's Proclamation: Arbor Day
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the presentation.

Attachments

Arbor Day Proclamation



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Nick Smith, Mayor of the City of Pacific Grove, do hereby proclaim April 24th, 2026 as **ARBOR DAY** In the City of Pacific Grove, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 15th day of April, 2026

Mayor Nick Smith



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: April 15, 2026
SUBJECT: Minutes of the April 1, 2026 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 4-1-26



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE CITY COUNCIL SPECIAL STUDY SESSION

Wednesday, April 1, 2026, 5:00 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 study session to order at 5:00 pm. Present in Chamber: Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, Poduri, and Rau. Appearing remotely: Councilmember Walkingstick. Absent: Mayor Smith.

Action: Councilmember Walkingstick appeared remotely under Government Code 54953.8.3, applying emergency circumstances. He declared no one under 18 was present in the room for the meeting.

Upon motion by Councilmember Rau and seconded by Councilmember Garfield, Council voted to approve Councilmember Walkingstick remote appearance.

Motion carried 6-0-1, by the following roll call vote:

Ayes: Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, and Rau.
Noes: None.
Abstain: Councilmember Walkingstick.
Absent: Mayor Smith, Councilmember Poduri.

1. NEW BUSINESS

- A. City's Communication Efforts
Public comment received from Inge Lorentzen Daumer, Christie Italiano-Thomas, Jessica Denecour, and Andy Kubica.

Action: Council received the presentation.

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



DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE CITY COUNCIL REGULAR MEETING

Wednesday, April 1, 2026, 6:00 P.M.

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

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

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CALL TO ORDER

Mayor Pro Tem Amelio called the meeting to order at 6:05 p.m. Present in Chamber: Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, Poduri, Rau, and Walkingstick. Absent: Mayor Smith.

PLEDGE OF ALLEGIANCE:

Councilmember McDonnell led the pledge of allegiance.

1. APPROVAL OF AGENDA

Upon motion by Councilmember Rau and seconded by Councilmember Poduri, Council voted to approve the Regular Meeting Agenda.

Motion carried 5-0-2, by the following roll call vote:

Ayes: Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, Poduri, and Rau.

Noes: None.

Absent: Mayor Smith and Councilmember Walkingstick.

ACTION: Councilmember Walkingstick appeared remotely under Government Code 54953.8.3, applying the emergency circumstances. He declared no one under 18 was present in the room for the meeting.

2. PRESENTATIONS

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

Council and staff made general announcements.

4. GENERAL PUBLIC COMMENT

General public comment received from Moe Ammar, Burcu Mousa, and Daryl Terrell.

A. Written General Public Comment

CONSENT AGENDA

Action: Upon motion by Councilmember Rau and seconded by Councilmember Garfield, Council voted to approve the Consent Agenda.

Motion carried 6-0-1, by the following roll call vote:

Ayes: Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, Poduri, Rau, and Walkingstick.

Noes: None.

Absent: Mayor Smith.

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

A. Minutes of the March 18, 2026 City Council Regular Meeting

Action: Approved the minutes.

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

6. **RESOLUTIONS**

7. **ORDINANCES**

A. Second Reading of Ordinance to Amend Section 16.52.020 “Speed Zones” of the Pacific Grove Municipal Code

Action: Held second reading and adopted Ordinance No. 26-008 to amend sections 16.52.020 “speed zones” of the Pacific Grove Municipal Code.

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

8. **REPORTS – INFORMATION ONLY**

A. Boards, Commissions and Committees Quarterly Report

Action: Received the quarterly reports.

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

9. **REPORTS – REQUIRING ACTION**

A. Agreement Amendment # 2 with Robert Half for Temporary IT Staffing

Action: Authorized an amendment to increase the agreement with Robert Half Inc. by \$55,000, extending temporary IT staffing services until August 31, 2026.

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

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

A. BNRC Meeting Minutes: October 21, November 18, and December 16, 2025; January 20 and February 17, 2026

Action: Received the minutes.

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

B. Task Force on Diversity, Equity and Inclusion Meeting Minutes: December 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

12. UNFINISHED AND ONGOING BUSINESS

- A. Climate Action and Adaptation Plan Review
Public comment received from Laura Davis (Monterey County - Landwatch) and Patrick Nevis.

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember Poduri, the Council voted to adopt the City of Pacific Grove Climate Action and Adaptation Plan.

Motion carried 6-0-1, by the following roll call vote:

Ayes: Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, Poduri, Rau, and Walkingstick.
Noes: None.
Absent: Mayor Smith.

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

- B. FY 26-27 Special Events Calendar
Public comment received from Inge Lorentzen Daumer.

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember Poduri, Council voted to approve recommendations 1-6 below:

1. Approve the FY 26-27 Special Events Calendar
2. Approve 7 events as Special Events to be billed at full cost recovery rates
3. Approve 22 events as City Sponsored Events and waive the fees for City staff support and equipment/facility usage
4. Authorize pets in the park for the Pet Parade per PGMC 14.08.030
5. Authorize the serving of alcohol for the Pacific Grove Heritage Society Sunset Celebration and Good Old Days per PGMC 11.04.020

Motion carried 6-0-1, by the following roll call vote:

Ayes: Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, Poduri, Rau, and Walkingstick.
Noes: None.
Absent: Mayor Smith.

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

13. NEW BUSINESS

14. FULL PRESENTATIONS

15. **CLOSED SESSION**

ADJOURNMENT

Council adjourned the regular meeting at 8:15 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

Approved by Mayor: _____ Date _____

Attest by City Manager: _____ Date _____

DRAFT



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: David Stiles, Senior Accountant
MEETING DATE: April 15, 2026
SUBJECT: Check Register and Core Fund Summary - March 2026
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

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 of the City Charter, 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 March 2026. 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 Fund - March 2026
Check Register by Detail - March 2026
Core Fund Summary and GF Revenue, March 2026

Check Register - Summary by Fund - March 2026

Fund	Transaction Amount
01 - General Fund Total	\$ 2,075,882.39
11 - Library Book Fund Total	7,774.02
18 - Gas Tax Fund Total	15,543.49
20 - Rstp-(Tamc) Total	24,681.25
24 - Stillwell Children'S Pool Total	2,557.78
27 - Lighthouse Maint.& Impv. Total	3,462.82
31 - Operating Donations Total	18,369.38
40 - Poetry Promotion Fund Total	2,000.00
41 - Yount Income Fund Total	8,206.00
42 - Pub Safety Aug Fund Total	140,151.00
46 - Strong Disbursement Fund Total	29,768.00
63 - Capital Improv Proj Fund Total	38,275.49
70 - Emp Benefit Fund Total	17,702.07
71 - Workers Comp Fund Total	1,000.83
72 - Liability Ins Fund Total	890.00
74 - Local Water Project Total	46,272.70
75 - Cemetery Fund Total	15,661.30
76 - Sewer Fund Total	44,478.81
77 - Golf Fund Total	13,195.76
92 - Mcindoo Donation Total	9,600.00
Grand Total	\$ 2,515,473.09

Check Register - Summary by Detail - March 2026

Fund	Check Date	Name	DESCRIPTION	Amount
01 - GENERAL FUND	03/06/26	AFLAC	DED:5201 AFLAC P/T	\$ (1,483.69)
			DED:5200 AFLAC PREM	(577.44)
			DED:5200 AFLAC PREM	577.44
			DED:5201 AFLAC P/T	1,483.69
		CALIF LAW ENFORCMEN	DED:3200 LTD PD	672.00
		CALPERS HEALTH	DED:3081 HEALTH EMP	987.69
			DED:116 HEALTH	1,120.58
			DED:137 TRIO 95076	1,166.58
			DED:112 HEALTH	1,168.86
			DED:131 HEALTH	1,301.95
			DED:118 HEALTH	1,456.76
			DED:3053 HEALTH FAM	1,519.52
			DED:106 HEALTH	1,670.14
			DED:111 HEALTH	1,737.18
			DED:128 HEALTH EMP	584.43
			DED:109 HEALTH	668.15
			DED:104 HEALTH	2,241.16
			DED:2071 HEALTH	2,657.50
			DED:3051 HEALTH EMP	2,922.15
			DED:2072 HEALTH	3,627.00
			DED:108 HEALTH	4,342.36
			DED:132 HEALTH	6,770.16
			DED:103 HEALTH	7,283.77
			DED:2073 HEALTH FAM	7,567.50
			DED:105 HEALTH	10,197.32
			DED:130 HEALTH	9,113.72
		CITY OF PACIFIC GRO	DED:3301 AFLAC MED	1,847.38
		EFT	DED:*FM MEDICARE	12,323.22
			DED:*SCA STATE TAX	19,894.00
			DED:*FT FEDERAL TX	50,717.86
		PACIFIC GROVE CITY	DED:7000 ASSOC DUES	749.00
		MASS MUTUAL (457 PL	DED:4000 DEF COMP	13,256.76
			DED:3999 ROTH IRA	3,453.00
		MASS MUTUAL GROUP W	DED:5203 WHOLE LIFE	518.63
			DED:5203 WHOLE LIFE	(518.63)
		MTRY COUNTY DEPT OF	DED:0023 GARNISH	439.99
		PACIFIC GROVE MANAG	DED:7203 ASSOC DUES	35.00
		CITY OF PACIFIC GRO	DED:1006 WORK COMP	135.30
			DED:1009 WORK COMP	208.15
			DED:1005 WORK COMP	1,502.75
			DED:1010 WORK COMP	3,162.77
			DED:1003 WORK COMP	6,447.76
			DED:7510 PERS REIMB	56.58
			DED:2102 DENTAL+1EE	766.56
			DED:2103 DENTAL FAM	1,313.60
			DED:2101 DENTALEOEE	1,326.36
			DED:200 DENTALEOER	157.90
			DED:0005 SUTA	152.28
		PERS	DED:0004 SURV BEN	90.21
			DED:0019 PERS RT SF	(3.44)
			DED:2003 PERS OTHER	173.96
			DED:0022 PERS SP MS	257.87
			DED:08 PERS OTHER	346.43
			DED:0009 PERS OTHER	654.25
			DED:2001 PERS	2,193.46
			DED:01 PERS	9,233.81
			DED:0011 PERS ER SF	10,033.52
			DED:0021 PERS REG M	14,980.18
			DED:0020 PERS ER M3	15,650.91
			DED:0002 PERS	2,433.49
			DED:0018 PERS SP SF	955.91
			DED:2000 PERS EMPLOY	3,784.48
			DED:0017 PERS RG SF	8,908.92
			DED:07 PERS CITY	6,051.50
			DED:0006 PERS CITY	6,273.27
		POLICE OFFICERS ASS	DED:7205 ASSOC DUES	766.96
			DED:7204 ASSOC DUES	8.00
		LEGAL SHIELD	DED:6104 LEGAL SVC	29.30
		STATE DISABILITY TA	DED:0026 SDI	5,595.38
		STANDARD INSURANCE	DED:3500 LIFE INS	1,480.50
		TRANSAMERICA EMPLOY	DED:5202 TRANSAMERI	311.82
		U.S. BENCOR/MIDAMER	DED:4007 HRA	225.00

Check Register - Summary by Detail - March 2026

Fund	Check Date	Name	DESCRIPTION	Amount
		UNION BANK OF CALIF	DED:4005 PARS-457	\$ 873.79
		VISION SERVICE PLAN	DED:2502 VISIONEOEE	272.24
			DED:2503 VISION+1EE	185.64
			DED:2504 VISION FAM	185.64
			DED:300 VISIONEOER	33.20
	03/11/26	PERS	PPE 2.14.26 + ADJ G	82,963.65
	03/13/26	US BANK	ARRIOLA CC CONF RFN	(358.88)
			ARRIOLA CC CONF RFN	(315.00)
			A CANALES TRAINING	375.00
			R GAITHER MBR/SUBSC	415.00
			J HALABI LODGING TR	597.26
			C DAY CHIEF TRAININ	624.50
			B ANDERSON LODGING	274.13
			D GHO SUBSCRIPTIONS	48.00
			S ARRIOLA PANEL LUN	50.36
			L LIVIAN SUBSCRIPTI	60.00
			D GONZALES RECORDIN	60.50
			MOGENSEN CHIEF LUNC	72.21
			S ARRIOLA CC DINNER	75.34
			S ARRIOLA CM SUBSCR	83.25
			ARRIOLA CC DINNER	89.54
			S HOFFMAN OFF SUPPL	123.72
			K CLARK REFND SUPP	(19.65)
			J HALABI EDITING AP	9.99
			D GHO VOLUNTEERS	10.99
			A CANALES SUBSCRPTN	13.00
			R GAITHER LIB SUPPL	13.10
			MOGENSEN MTY NEWPR	18.00
			S ARRIOLA POSTAGE	23.00
			M KHASIMI SOFTWRE	25.75
			S KANDELL CMO SUPPL	27.56
			S ARRIOLA FUEL TRNG	30.04
			S ARRIOLA NAMEPLATE	38.39
			S ARRIOLA NAMEPLATE	38.39
			S ARRIOLA NAMEPLATE	38.39
			M KHASIMI ZOOM SFTW	702.15
			D GHO MECH TOOLS	759.29
			D DELFINO TRAINING	846.80
			M KHASIMI EQUIP REP	852.33
			S ARRIOLA LODG MEAL	886.84
			S HOFFMAN AMMUNITN	892.51
			PD 5092 FIRST AID E	909.54
			MOGENSEN CONF LODG	1,142.16
			D GHO TRAINING	1,144.51
			M KHASIMI COMPUTER	1,195.65
			PD 5092 TRNG FIREAR	1,500.00
			F MARSH TRAVEL/TRNG	2,392.92
			D GONZALES AEP MBRS	275.00
			S KANDELL MEMBERSHI	284.00
			S ARRIOLA BCC NAMEP	328.39
			K CLARK REC PRGM SU	342.74
			S ARRIOLA LABRPOSTE	369.47
			PD 5084 DEPT STICKE	179.79
			PD 5084 AED FOR PAT	194.95
			S HOFFMAN SERVICES	200.00
			B ANDERSON CALEA	200.00
			PD 5084 IACP MBRSHI	220.00
			A CANALES LIB SUPPL	227.51
		4LEAF	FY 25/26 BUILDING S	85,327.94
		ADVANCED BLIND & SH	CM OFFICE BLINDS	1,300.41
		ALL STAR ELITE SPOR	REC PROGRAM SUPPLIE	299.56
		ALLISON LADIO	RFND CANCEL CLASS	10.00
		ALTERNATOR STARTER	B&G REPAIR UNIT 58	1,025.77
		AMERICAN RIVER COLL	PD LAW ENF COURSE	117.00
		AMERICAN SOLUTIONS	FIN AP CHECKS PRINT	2,293.37
		AMERICAN SUPPLY COM	JANITORIAL SUPPLIES	4,899.67
		ANTHONY RAMIREZ	BACKFLW TRAIN MILEA	532.85
			HAZWOPER TRN PERDM	385.00
		AT&T	LH INTERNET 3200212	112.35
		AT&T CALNET 3	ADMIN INTERNET 3342	31.82
			CH GNRTR ALARM 3254	32.35
			PD DATA LINES 8120	1,057.31

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Fund	Check Date	Name	DESCRIPTION	Amount
			ADMIN PHONE 3242	\$ 2,149.40
		AUSTIN HERTEL	HAZWOPER PER DIEM T	479.93
		BPS TACTICAL, INC.	PD CSO VESTS	2,615.32
		BURKE, WILLIAMS & S	CITY ATTY SERVICES	46,527.50
		CA DEPT OF JUSTICE	CM BACKGRND SVCS	32.00
			CM BACKGRND SVCS	111.00
			PD BACKGROUND SVCS	49.00
		CALTRONICS BUSINESS	KONICA COPIES FY26	140.85
			KONICA COPIES FY26	158.29
			KONICA COPIES FY26	234.41
			KONICA COPIES FY26	305.62
			KONICA COPIES FY26	907.47
			KONICA COPIES FY26	1,096.86
		CASEY DAY	PD ATS CONF PER DIE	301.00
		CDW GOVERNMENT INC	ADOBE SOFTWARE RENE	4,586.36
		CENTRALSQUARE TECHN	FINANCE SOFTWARE FY	5,211.10
		CLICKS BY RILEY LLC	PD DEPT PHOTOS	375.00
		CORIE BEER	RFND CANCEL CLASS	10.00
		DAWN DELFINO	ATS CONF PER DIEM	301.00
		DEMCO INC	LIB OFFICE SUPPLIES	152.81
		DWAN ELEVATOR CO	REC ELEVATOR REPAIR	1,779.14
		ELIZABETH PLANTE	RFND CANCEL CLASS	204.00
		ENGINEERED FIRE SYS	FD PLAN REVIEW FEB	742.50
		COASTAL FABRICATION	B&G BENCH SUPPLIES	1,438.45
		AT&T MOBILITY	PD CELL PHONES 5185	1,772.10
			LIB PHONES 1990	225.02
		FLEXTG LLC	REC KONICA LEASE CO	67.61
		GARDAWORLD	MARCH SVC FEES	98.53
		HAYWARD LUMBER COMP	LIB REPAIR SUPPLIES	45.44
			B&G SMALL TOOLS	142.68
			B&G MAINT SUPPLIES	635.42
		IPS GROUP, INC	PD METER FEES	1,494.05
		JING ZHOU	RFND CREDIT TRSFR	20.00
		KERRIE SMITH	RFND CREDIT TRFR	20.00
		KIMBALL MIDWEST	MECH STOCK	769.03
		KIMBERLY MOMBERGER	STAFF TRAINING	88.00
		LANGUAGE LINE SERVI	PD LANGUAGE SVCS	56.27
		LIEBERT CASSIDY WHI	LEGAL SERVICES FEB	339.50
			LEGAL SERVICES FEB	630.00
			LEGAL SERVICES FEB	776.00
			LEGAL SERVICES FEB	7,905.50
		MAIN STREET SIGNS	STREETS SIGN INVENT	419.07
		MCCLEOA	PD SUBSCRIPTIONS	100.00
		MICHAEL HARVEY TRUC	STREET HAULING SVCS	1,018.75
		MIDWEST LIBRARY SER	LIB OFFICE SUPPLIES	63.91
			LIB OFFICE SUPPLIES	15.30
		MONTEREY BAY PEST C	RODENT CONTROL FOR	135.00
			RODENT CONTROL FOR	135.00
			RODENT CONTROL FOR	175.00
		MONTEREY COUNTY MAY	CC MTY CTY MYR ASSO	1,670.18
		MONTEREY COUNTY WEE	CDD PUB NOTICE AD	152.28
			CC PUB NOTICE AD	152.28
			CC PUB NOTICE AD 00	152.28
			CDD PH NOTICE AD	304.56
			CDD PH CDBG AD	253.80
		MONTEREY SPORTS CEN	CM FITNESS ASSESMT	65.00
		CITY OF MONTEREY	FY26 FIRE SERVICES	286,394.00
		NATIVIDAD MEDICAL C	PD BLOOD DRAWS	31.00
		QUADIENT FINANCE US	CPG POSTAGE	1,100.00
		NIKITA MCKINDER	RFND CANCEL CLASS	10.00
		ODP BUSINESS SOLUTI	CDD OFFICE SUPPLIES	65.20
			CDD OFFICE SUPPLIES	87.79
		O'REILLY AUTO ENTER	PD VEHICLE REPAIRS	192.11
			B&G VEHICLE REPAIRS	142.92
			STRT VEHICLE REPAIR	65.51
			MECH SUPPLIES	98.26
		PACIFIC GAS & ELECT	GOLF STRT ELEC 3438	45.09
			REC ELECTRIC 4030	418.32
			PW ADMIN ELEC 5508	2,009.58
			REC ELECTRIC 0956	4,341.65
		PACIFIC GROVE HARDW	B&G REPAIR SUPPLIES	775.02
			FD REPAIR SUPPLIES	405.08

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Fund	Check Date	Name	DESCRIPTION	Amount
			PD REPAIR SUPPLIES	\$ 145.03
			STREETS SUPPLIES	121.08
			MECH SUPPLIES	106.87
			LIB REPAIR SUPPLIES	75.44
			PW SUPPLIES	80.53
			REC SUPPLIES	104.05
			REC OFFICE SUPPLIE	26.33
			B&G CREDIT/DISCOUNT	(277.36)
		PACIFIC PRODUCTS &	MEM BENCH SUPPLIES	1,166.11
		PACIFIC WEST WATER	FIN WATER SERVICES	42.85
			CDD WATER SERVICES	42.85
		PATRICIA NOFZIGER	PMT TAI CHI CLASSES	105.00
		PETER MASSEY	RFND CANCEL CLASS	20.00
		PRIMO BRANDS	REC WATER SERVICE	131.96
			PD WATER SERVICE	165.35
			FD WATER SERVICE MA	175.41
		REBECCA HARDT	RFND CANCEL CLASS	10.00
		ROBERT HALF	IT SUPPORT TEMP	11,362.00
		SAFETY-KLEEN SYSTEM	PD HAZ VEHICLE CLEA	1,378.42
		SANDRA KANDELL	MILEAGE REIMBURSEM	33.06
		VARAJIC CONSULTING	PMT FOR CAMPS	3,150.00
		SAVANNAH LUNT	RFND CANCEL CLASS	120.00
		SENTRY ALARM SYSTEM	FIVE-YEAR SPRINKLER	8,937.51
		STEVEN SPEED	HAZWOPER PER DIEM	385.00
		STURDY OIL COMPANY	STREET FUEL FEB	249.04
			A/R FUEL FEB	4,062.89
			PD FUEL FEB	1,566.68
			B&G FUEL FEB	498.09
		SUBURBAN PROPANE	PW PROPANE RENT	19.80
			MECH PROPANE RENT	19.80
			B&G PROPANE RENT	19.80
			STREET PROPANE RENT	19.80
		THE PUN GROUP, LLP	AUDIT, ACFR, GANN R	23,185.00
		V & V MANUFACTURING	PD BADGES / AWARDS	219.58
		VERIZON BUSINESS	PD PORT ACCESS	118.08
		VERONICA MACIAS	DAMAGE DEP REFUND	570.00
		VESTIS SERVICES, LL	PD LINEN SERVICE	729.24
		WATSONVILLE FORD	PD REPAIR UNIT 2	20.39
			PD REPAIR UNIT 2	40.79
		BRIAN WHITSON	MONTHLY MUSEUM JANI	2,100.00
		XIAOWEN LIN	RFND CANCEL CLASS	120.00
		YUN-HEE RHOADES-KO	RFND CREDIT TRSFR	20.00
		MISSION LINEN SUPPL	FIRE DEPT LINEN UNI	315.12
		MISSION UNIFORM SER	LINEN / UNIFORM CLE	478.41
			LINEN / UNIFORM CLE	478.41
			LINEN / UNIFORM CLE	478.41
			LINEN / UNIFORM CLE	129.66
			LINEN / UNIFORM CLE	255.34
		AMAZON CAPITAL SERV	REC PROGRAM SUPPLIE	47.21
			LIB OFFICE SUPPLIES	55.47
			LIB OFFICE SUPPLIES	55.58
			REC PROGRAM SUPPLIE	63.57
			ED RAFFLE SUPPLIES	66.31
			PD OFFICE SUPPLIES	72.72
			CMO OFFICE SUPPLIES	85.60
			REC PROGRAM SUPPLIE	94.50
			CMO OFFICE SUPPLIES	26.21
			PW OFFICE SUPPLIES	26.70
			PW OFFICE SUPPLIES	28.24
			PD OFFICE SUPPLIES	38.48
			PW OFF SUPPLY CREDI	(16.33)
			LIB OFFICE SUPPLIES	14.04
			REC PROGRAM SUPPLIE	22.06
		VERIZON BUSINESS	REC PHONES	37.36
			IT PHONES	45.25
			FD PHONES	62.92
			PD PHONES	99.96
			ADMIN PHONES	175.42
			PWA PHONES	586.80
			CM PHONES	130.56
			CDD PHONES	134.51
			CPG DATA FEB	141.62

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Fund	Check Date	Name	DESCRIPTION	Amount
			LIB DATA FEB	\$ 152.04
			PWA DATA FEB	124.14
	03/16/26	C.C.O.I. GATE & FEN	KEY FOBS PW GATE	430.50
	03/20/26	AFLAC	DED:5200 AFLAC PREM	577.44
			DED:5201 AFLAC P/T	1,472.87
		CALPERS HEALTH	DED:104 HEALTH	2,241.16
			DED:2071 HEALTH	2,657.50
			DED:3051 HEALTH EMP	2,922.15
			DED:118 HEALTH	1,456.76
			DED:2072 HEALTH	3,627.00
			DED:108 HEALTH	4,342.36
			DED:132 HEALTH	6,770.16
			DED:2073 HEALTH FAM	7,567.50
			DED:103 HEALTH	8,404.35
			DED:128 HEALTH EMP	584.43
			DED:4304 HLTH RETRO	638.45
			DED:109 HEALTH	668.15
			DED:116 HEALTH	560.29
			DED:3081 HEALTH EMP	987.69
			DED:137 TRIO 95076	1,166.58
			DED:112 HEALTH	1,168.86
			DED:131 HEALTH	1,301.95
			DED:3053 HEALTH FAM	1,519.52
			DED:106 HEALTH	1,670.14
			DED:111 HEALTH	1,737.18
			DED:130 HEALTH	9,113.72
			DED:105 HEALTH	10,197.32
		CITY OF PACIFIC GRO	DED:3301 AFLAC MED	1,847.38
		EFT	DED:*FM MEDICARE	11,285.09
			DED:*SCA STATE TAX	16,788.69
			DED:*FT FEDERAL TX	41,628.38
		PACIFIC GROVE CITY	DED:7000 ASSOC DUES	722.25
		MASS MUTUAL (457 PL	DED:3999 ROTH IRA	3,398.00
			DED:4000 DEF COMP	13,201.76
		MASS MUTUAL GROUP W	DED:5203 WHOLE LIFE	431.21
		MTRY COUNTY DEPT OF	DED:0023 GARNISH	439.99
		PACIFIC GROVE MANAG	DED:7203 ASSOC DUES	35.00
		CITY OF PACIFIC GRO	DED:1006 WORK COMP	46.04
			DED:1009 WORK COMP	182.34
			DED:1010 WORK COMP	3,141.24
			DED:1005 WORK COMP	1,507.42
			DED:1003 WORK COMP	6,237.27
			DED:7510 PERS REIMB	56.58
			DED:200 DENTALEOER	157.90
			DED:2102 DENTAL+1EE	830.44
			DED:2103 DENTAL FAM	1,313.60
			DED:2101 DENTALEOEE	1,326.36
			DED:0005 SUTA	140.12
		PERS	DED:2003 PERS OTHER	173.96
			DED:0018 PERS SP SF	499.76
			DED:0009 PERS OTHER	510.17
			DED:0022 PERS SP MS	250.53
			DED:0004 SURV BEN	87.42
			DED:0019 PERS RT SF	(3.44)
			DED:2001 PERS	2,193.46
			DED:08 PERS OTHER	359.81
			DED:0002 PERS	2,501.47
			DED:01 PERS	8,765.03
			DED:0017 PERS RG SF	8,908.92
			DED:2000 PERS EMPLOY	3,784.48
			DED:0021 PERS REG M	15,066.26
			DED:0020 PERS ER M3	15,731.81
			DED:0011 PERS ER SF	9,569.42
			DED:07 PERS CITY	5,763.83
			DED:0006 PERS CITY	6,118.63
		POLICE OFFICERS ASS	DED:7205 ASSOC DUES	822.31
		LEGAL SHIELD	DED:6104 LEGAL SVC	29.30
		STATE DISABILITY TA	DED:0026 SDI	5,358.42
		TRANSAMERICA EMPLOY	DED:5202 TRANSAMERI	311.82
		U.S. BENCOR/MIDAMER	DED:4007 HRA	225.00
		UNION BANK OF CALIF	DED:4005 PARS-457	759.32
		VISION SERVICE PLAN	DED:2502 VISIONEOEE	272.24

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Fund	Check Date	Name	DESCRIPTION	Amount
			DED:2504 VISION FAM	\$ 185.64
			DED:2503 VISION+1EE	199.92
			DED:300 VISIONEOER	33.20
		PERS	MAR 2026 UAL	395,585.00
		MASS MUTUAL GROUP W	MAR 2026 COVERAGE	400.51
		AFLAC	MAR26 COVERAGE	2,050.31
03/27/26		PACIFIC GAS & ELECT	17 MI DR BALLPARK	242.27
			FOREST 40 FT E/O LH	244.76
			FOREST CENTRL SPR	0.03
			117 RECREATION ROOM	2.92
			LOVERS POINT	5.89
			BERWICK PARK	7.00
			PLATT PK SPRNKLR	7.92
			17 MI DR BALLPARK	8.65
			CALEDONIA PK LIGHTS	9.89
			FOREST CENTRL SPR	9.93
			17 MI DR BALLPARK	10.39
			168 16TH ST	10.41
			COR MELROSE	14.35
			PARKING LOT LIGHT	14.78
			CORP YARD DM & 5TH	16.16
			117 RECREATION ROOM	18.02
			1307 FORST SINEX SI	20.82
			CORP YARD SUNSET DR	22.94
			GRAND AV & PK PL	23.29
			1307 FORST PINE SIG	26.39
			PIEDMONT & MORELAND	26.93
			LOVERS POINT	27.03
			PHONE BOOTH-BERWICK	29.58
			620 OCEAN VIEW POOL	30.08
			PLATT PK SPRNKLR	32.28
			CITY COUNCIL - 3%	42.74
			RECREATION - 3%	42.74
			162 16TH STREET	50.15
			COR MELROSE	52.57
			1307 FORST SINEX SI	61.87
			101 CH -FIN - 50%	80.08
			101 CH -CEDD - 50%	80.09
			117 COMMUNITY CTR	80.42
			CONCESSION STAND	87.63
			CITY COUNCIL - 3%	97.49
			RECREATION - 3%	97.49
			FINANCE - 7%	99.74
			1307 FORST PINE SIG	74.48
			OCEANVIEW & 17TH	110.99
			17TH ST & LAUREL	113.22
			CEDD - 9.5%	135.36
			CITY MANAGER - 9.5%	135.36
			CHAUTAUQUA HALL	145.18
			CHAUTAUQUA HALL	153.74
			117 COMMUNITY CTR	269.60
			CEDD - 9.5%	308.72
			CITY MANAGER - 9.5%	308.72
			BEACH BOAT STORAGE	325.51
			300 FOREST AVE	327.67
			FIRE DEPT - 24%	341.95
			FIRE DEPT	385.11
			300 16TH ST.	210.41
			FINANCE - 7%	227.48
			550 CENTRAL AVE	493.62
			165 FOREST AVE	520.94
			FOREST & CENTRAL DR	534.83
			117 COMMUNITY CTR	547.73
			POLICE DEPT	607.98
			POLICE DEPT - 43%	612.65
			PUBLIC LIBRARY	634.40
			17TH ST & LAUREL	672.19
			17 MILE DRIVE	674.66
			FOREST 40 FT E/O LH	699.76
			FIRE DEPT - 24%	779.93
			580 PINE AVE - LOAN	1,046.81
			POLICE DEPT - 43%	1,397.37

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Fund	Check Date	Name	DESCRIPTION	Amount
			FOREST & CENTRAL DR	\$ 1,450.46
			PUBLIC LIBRARY	1,534.75
		AMAZON CAPITAL SERV	LIB SUPPLIES	14.34
			LIB SUPPLIES	71.73
			REC PROGRAM SUPPLIE	18.56
			REC PROGRAM SUPPLIE	19.65
			REC PROGRAM SUPPLIE	35.26
			REC PROGRAM SUPPLIE	36.38
			BG VOLUNTEER SUPPLY	41.00
			LIB SUPPLIES	43.71
			PW OFFICE SUPPLIES	44.02
			PW OFFICE SUPPLIES	45.98
			PD OFFICE SUPPLIES	433.72
			REC PROGRAM SUPPLIE	80.80
			PW OFFICE SUPPLIES	85.77
			B&G VOLUNTEER SUPPL	98.15
			BG VOLUNTEER SUPPLY	111.95
		CALIFORNIA AMERICAN	643 HYDRANTS HYDT	47.02
			MECH 5%	52.41
			165 FOREST-MUSEUM	65.01
			CENTRAL 4 IN FIRE	65.01
			600 PINE AVE FIRE	65.01
			300 FOREST AVE	65.01
			2100 SUNSET DRIVE	84.85
			840 LIGHTHSE PLANTE	84.85
			850 LIGHTHSE PLANTE	84.85
			882 LIGHTHSE PLANTE	84.85
			106 7TH ST PARK	84.85
			308 16TH ST.	84.85
			748 LIGHTHSE IRRG	84.85
			800 LIGHTHSE PLANTE	84.85
			792 LIGHTHSE IRRIG	84.85
			582 LIGHTHSE IRRIG	84.85
			765 LIGHTHSE IRRIG	84.85
			304 16TH ST FIRE	103.78
			300 FOREST IRRIG	128.20
			611 CENTRAL AVE	143.37
			B & G 15%	157.21
			SUNSET-CORPYARD18%	188.65
			585 LAUREL	227.25
			1025 MORSE-PLATT PK	227.25
			130 LIGHTHOUSE IRRI	227.25
			139 GRAND AVE	286.37
			610 OCEANVW IRRIGPK	287.07
			165 FOREST AVE FIR	339.26
			600 PINE	351.79
			620 OCEANVIEW/BATH	1,276.90
			707 OCEANVIEW-NAIAD	1,523.16
			616 OCEANVW-SWIM PL	1,731.68
			300 FOREST FIRE-50%	373.46
			300 FOREST FIRE-50%	373.46
			ST FUND 50%	524.04
			300 FOREST AVE	531.96
			100 OCEANVW IRRIG	531.96
			196 OCEANVW IRRIG	531.96
			616 OCEANVIEW IRRG	535.28
			711 OCEANVIEW IRRG	538.60
			980 PIEDMONT BALL P	551.51
			230 17-MILE DRIVE	604.16
			515 JUNIPERO	607.65
			580 PINE	643.99
			114 CALEDONIA PK	731.38
			1051 OCEANVIEW IRRG	872.48
			391 OCEANVW-BERWICK	872.48
			863 OCEANVIEW IRRG	872.48
			150 FOREST-JEWELL P	890.02
			304 16TH ST BDOM-FR	902.75
			930 SINEX	993.71
			550 CENTRAL	1,078.25
		AMY COLONY	LH DOCENT EVENT	171.71
		AT&T	ADMIN PHONE 253	31.76
			REC PHONE 096	31.76

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Fund	Check Date	Name	DESCRIPTION	Amount
		AT&T CALNET 3	LIB INTERNET	\$ 249.49
		BILLS PLUMBING, DRA	BACKFLOW TESTING	2,775.00
		CA DEPT OF JUSTICE	CM BACKGRND CHECKS	152.00
		CALIBRE PRESS	PD ONLINE SEMINAR	199.00
		CALTRONICS BUSINESS	KONICA COPIES FY26	95.91
			KONICA COPIES FY26	116.38
			KONICA COPIES FY26	118.89
			KONICA COPIES FY26	262.29
			KONICA COPIES FY26	267.54
			KONICA COPIES FY26	869.20
		CHEVROLET OF WATSON	PD REPAIRS UNIT 9	518.83
		WM.J. CLARK TRUCKIN	DECOMPOSED GRANITE	5,583.63
		COMCAST	CH INTERNET 0085844	153.24
			REC INTERNET 021497	102.49
			CH TV 0039031	14.13
		COAST COUNTIES GLAS	KENNEL GLASS REPLCM	226.00
		DOORKING INC.	PW GATE SUBSCRIPTIO	241.45
		FENTON & KELLER	LEGAL SERVICES	26,780.00
		FOREST HILL ACE HAR	PW ADMIN SUPPLIES	40.61
			JANITORIAL SUPPLIES	8.73
			B&G PICKLEBALL SPPL	65.53
			JANITORIAL SUPPLIES	28.39
		GACHINA LANDSCAPE M	PARK MOWING SERVICE	1,387.00
		GARDAWORLD	FEB EXCESS FEES	89.14
		GRANITE CONSTRUCTIO	STREET SUPPLIES	593.51
		GRANITE ROCK COMPAN	STREET SUPPLIES	2,511.45
		GROVE MARKET	REC PROGRAM SUPPLIE	13.28
			REC SUPPLIES	29.90
		HARRIS & ASSOCIATES	CONTRACT PLANNING S	4,338.75
		KAREN HUDSON	RFND TREE PERMIT	326.00
		INTERNATIONAL BUSIN	PD CLOUD SERVICES	58.34
		KEYSTONE RIDGE DESI	B&G TRASH CAN LINER	1,718.00
		KIMBERLY MOMBERGER	OSHA TRAING SUPPLIE	32.80
			OSHA TRAINNG SUPPLI	42.53
		LEWIS BUILDERS	RFND PERMIT FEES	977.98
		LIEBERT CASSIDY WHI	CM LEGAL SERVICES	97.00
		MAIN STREET SIGNS	STREET SIGNAGE	640.57
		MONTEREY PEACE OFFI	PD MCPA RANGE USE	630.00
			PD MCPA RANGE USE	560.00
		MIDWEST LIBRARY SER	LIB SUPPLIES	21.03
			LIB SUPPLIES	68.83
		MONTEREY BAY PEST C	RODENT CONTROL FOR	180.00
			RODENT CONTROL FOR	490.00
		MONTEREY COUNTY WEE	ELECTION NOTICE AD	406.08
			2ND READ BUDGET AD	152.28
			NOTICE CAL HOME AD	152.28
		MONTEREY FIRE EXTIN	CHTQUA HALL FIRE EX	567.41
			MUSEUM FIRE EXT'R	425.00
		CITY OF MONTEREY	FY26 FIRE SERVICES	286,394.00
		NETFILE, INC.	ELEC FILING SUBSCPT	4,560.00
		ODP BUSINESS SOLUTI	CDD OFFICE SUPPLIES	108.62
			CDD OFFICE SUPPLIES	73.16
		PENINSULA MESSENGER	MISC MESSENGER FEES	95.00
		PURE WATER	PW ADMIN WATER SVC	29.10
			MECH WATER SVC	29.10
			B&G WATER SVC	29.10
			STREET WATER SVC	29.10
		BECKS SHOES AND REP	BOOTS SPENCER	246.07
		REGIONAL GOVERNMENT	PAYROLL ADV SVC FEB	1,064.80
		RINCON CONSULTANTS,	RINCON - HOUSING EL	6,656.75
		ROBERT HALF	IT SUPPORT TEMP	10,732.95
		DUNNIGAN PSYCHOLOGI	PD PSYCH EVALUATION	750.00
		SAFETY-KLEEN SYSTEM	MECH STOCK	468.04
		SALINAS VALLEY PROS	PD UNIFORMS SVC	3,401.78
		SHERWIN WILLIAMS CO	MUSEUM MAINT SUPPLI	38.95
			MUSEUM MAINT SUPPLI	57.51
			MUSEUM MAINTENANCE	146.18
		SOUTH BAY REGIONAL	PD LAWS ARREST COUR	302.00
		SPCA OF MONTEREY CO	FEB ANIMAL SERVICES	1,225.00
		SPEAKWRITE	NOV '25 - FEB '26 S	1,149.67
		LEHR	PD VEHICLE REPAIRS	160.53
		THE MONTEREY COUNTY	PH PL SPECIAL MTG	507.31

Check Register - Summary by Detail - March 2026

Fund	Check Date	Name	DESCRIPTION	Amount
11 - LIBRARY BOOK FUND	03/13/26	TOPE'S TREE SERVICE	CONTRACT TREE SERVI	\$ 13,945.00
		TORO PETROLEUM CORP	FD DIESEL MARCH	2,625.87
		VERIZON BUSINESS	FIN PHONES MAR	161.41
			REC PHONES MAR	37.36
			CM PHONES MAR	128.24
			CDD PHONES MAR	130.19
			PW DATA MAR	62.07
			PW PHONES MAR	586.13
			IT PHONES MAR	45.25
			LIB DATA MAR	76.02
			IT DATA MAR	70.81
			FD PHONES MAR	62.46
			PD PHONES MAR	99.96
		VIA HEART PROJECT	PD AED SUPPLIES	1,740.54
		WATSONVILLE CHRYSL	PD REPAIRS UNIT 7	423.20
		WATSONVILLE FORD	PD REPAIRS UNIT 2	514.42
			PD REPAIR UNIT 2	634.65
			PD REPAIR UNIT 2	63.17
			PD REPAIR UNIT 2 CR	(82.31)
		WAVEFORM ELECTRIC L	RFND PERMIT FEES	548.80
		WHITE CAP SUPPLY HO	STREETS SUPPLIES	897.06
		SWIFT CAR WASH	PD APRIL CAR WASH	320.00
		BLUE STRIKE ENVIRON	AGREEMENT FOR CLIMA	11,974.00
			AGREEMENT FOR CLIMA	20,305.50
			AGREEMENT FOR CLIMA	4,653.50
			AGREEMENT FOR CLIMA	4,856.50
		US BANK	A CANALES LIB BOOKS	39.90
		CENGAGE LEARNING	LIB BOOKS & MATERIA	222.79
			LIB BOOKS & MATERIA	31.45
		INGRAM LIBRARY SERV	LIB BOOKS & MATERIA	26.20
			LIB BOOKS & MATERIA	17.70
			LIB BOOKS & MATERIA	18.35
			LIB BOOKS & MATERIA	19.00
			LIB BOOKS & MATERIA	19.01
			LIB BOOKS & MATERIA	28.70
			LIB BOOKS & MATERIA	158.62
			LIB BOOKS & MATERIA	38.02
			LIB BOOKS & MATERIA	31.44
			LIB BOOKS & MATERIA	31.45
			LIB BOOKS & MATERIA	12.44
			LIB BOOKS & MATERIA	13.10
			LIB BOOKS & MATERIA	14.41
		MIDWEST LIBRARY SER	LIB BOOKS & MATERIA	480.82
			LIB BOOKS & MATERIA	414.38
		MIDWEST TAPE	LIB BOOKS & MATERIA	346.51
			LIB BOOKS & MATERIA	104.86
			LIB BOOKS & MATERIA	10.91
		OVERDRIVE, INC.	LIB BOOKS & MATERIA	2,000.00
			LIB BOOKS & MATERIA	1,500.00
		AMAZON CAPITAL SERV	LIB BOOKS & MATERIA	34.96
			LIB BOOKS & MATL CR	(6.02)
			LIB BOOKS & MATERIA	5.00
			LIB BOOKS & MATERIA	13.16
			LIB BOOKS & MATERIA	41.50
			LIB BOOKS & MATERIA	32.76
			LIB BOOKS & MATERIA	26.76
			LIB BOOKS & MATERIA	23.60
	03/27/26		LIB BOOKS & MATERIA	130.85
			LIB BOOKS & MATERIA	261.80
			LIB BOOKS & MATERIA	72.36
			LIB BOOKS & MATERIA	66.35
			LIB BOOKS & MATERIA	22.54
			LIB BOOKS & MATERIA	24.62
			LIB BOOKS CREDIT	(5.40)
		CENGAGE LEARNING	LIB BOOKS & MATERIA	163.38
			LIB BOOKS & MATERIA	27.97
		MIDWEST LIBRARY SER	LIB BOOKS & MATERIA	942.16
18 - GAS TAX FUND	03/13/26		LIB BOOKS & MATERIA	312.62
		OVERDRIVE, INC.	LIB BOOKS & MATERIA	2.99
		US BANK	D GHO MAINT FEES	724.51
		FLUIDSECURE	FUEL SYS RENEWAL	1,729.43
		STURDY OIL COMPANY	GAS TAX FUEL FEB	249.04

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Fund	Check Date	Name	DESCRIPTION	Amount
	03/20/26	PERS	MAR 2026 UAL	\$ 2,373.42
	03/27/26	PACIFIC GAS & ELECT	FOREST AV SUNSET AV	18.42
			FOREST AVE SUNSET A	19.96
			19TH & SUNSET DR.	15.52
			FOREST AV SUNSET AV	62.39
			FOREST AVE SUNSET A	52.77
		CALIFORNIA AMERICAN	CEM 4%	41.92
		BEAR ELECTRICAL SOL	TRAFFIC SIGNAL MAIN	250.00
			TRAFFIC SIGNAL SERV	550.00
		MONTEREY REGIONAL W	DISPOSAL HAZ WASTE	192.00
		PACIFIC GAS & ELECT	PW ELEC 4482	9,129.11
		DAVE'S REPAIR SERVI	FUEL TANK REPAIR	135.00
20 - RSTP-(TAMC)	03/13/26	GHD INC.	CEDAR, SUNSET, CONG	12,249.50
	03/27/26		CEDAR, SUNSET, CONG	12,431.75
24 - STILLWELL CHILDREN'S POOL	03/13/26	AMERICAN SUPPLY COM	POOL SUPPLIES	355.60
		PACIFIC GROVE HARDW	POOL SUPPLIES	1,138.36
	03/27/26	SIGNWORKS	POOL SIGNAGE	1,063.82
27 - LIGHTHOUSE MAINT.& IMPV.	03/13/26	US BANK	D GH0 LH SUPPLIES	85.62
			D GH0 LH MERCH W/TA	144.02
		BELLA TERRA PUBLISH	LH MERCH INCL FREIG	164.61
		PACIFIC GROVE HARDW	LH REPAIR SUPPLIES	270.38
	03/27/26	PACIFIC GAS & ELECT	ASILOMAR BLVD PG LH	42.59
			ASILOMAR BLVD PG LH	133.77
		AMAZON CAPITAL SERV	LH OTHER SUPPLIES	34.85
		CALIFORNIA AMERICAN	90 ASILOMAR	130.18
		AT&T CALNET 3	LH PHONES	31.91
		ESCARRAGA'S LUXURY	LH CLEANING FEB	504.00
			LH CLEANING DEC	480.00
		PACIFIC BLUE TILE,	LH MERCHANDISE	1,339.00
		SHERWIN WILLIAMS CO	MUSEUM MAINT SUPPLI	101.89
31 - OPERATING DONATIONS	03/13/26	AURUM CONSULTING EN	GENERATOR DESIGN FO	1,805.00
		CRAFT ELECTRIC COMP	PD ROOF REPAIRS	2,604.38
		PREMO ROOFING	YOUTH CENTER ROOF R	13,960.00
40 - POETRY PROMOTION FUND		VALI MARIE FRANCIS	POETRY PROMO MARCH	250.00
	03/27/26	MARIE BUTCHER	POETRY PROGRAM	100.00
		ADELA NAJARRO	POETRY PERFORMANCE	100.00
		ADRIANA BRENER-RIOS	POETRY PERFORMANCE	100.00
		AIDEED MEDINA ARGUE	POETRY PERFORMANCE	100.00
		LEE HERRICK	POETRY PROGRAM	500.00
		STUART REYNOLDS	POETRY PROGRAM	500.00
		VALI MARIE FRANCIS	POETRY PROGRAM	250.00
		VICTORIA BANALES	POETRY PROGRAM	100.00
41 - YOUNT INCOME FUND		KNAPP MILL AND CABI	CITY HALL DOOR & WI	8,206.00
42 - PUB SAFETY AUG FUND	03/13/26	MONTEREY COUNTY EME	DISPATCH SERVICES &	140,151.00
46 - STRONG DISBURSEMENT FUND		ALFREDOS CONCRETE	ESPLANADE BULB OUT	29,768.00
63 - CAPITAL IMPROV PROJ FUND	03/27/26	NEILL ENGINEERS COR	FY25/26 CIP ENGINEE	1,827.00
			FY25/26 CIP ENGINEE	6,610.90
			FY25/26 CIP ENGINEE	19,070.00
			FY25/26 CIP ENGINEE	1,254.00
			FY25/26 CIP ENGINEE	3,931.00
			FY25/26 CIP ENGINEE	5,582.59
70 - EMP BENEFIT FUND	03/06/26	CALPERS HEALTH	MAR26 RET & CHANGES	16,625.48
	03/13/26	CLAREMONT BEHAVIORA	EAP MARCH SERVICES	648.15
	03/27/26	PARS	PARS FEES JAN	428.44
71 - WORKERS COMP FUND	03/20/26	PERS	MAR 2026 UAL	1,000.83
72 - LIABILITY INS FUND			MAR 2026 UAL	890.00
74 - LOCAL WATER PROJECT	03/13/26	PACIFIC GAS & ELECT	LWP ELECTRIC 0792	6,840.36
	03/27/26	CALIFORNIA AMERICAN	1313 OCEAN VIEW BLV	2,778.91
		PERC WATER CORPORAT	LWP O&M SERVICES FY	36,653.43
75 - CEMETERY FUND	03/13/26	BIG BRAND TIRE AND	CEM REPAIR UNIT 73	6.56
		HAYWARD LUMBER COMP	CEM REPAIR SUPPLIES	47.38
		PACIFIC GROVE HARDW	CEM REPAIR SUPPLIES	707.39
		STURDY OIL COMPANY	CEM FUEL FEB CREDIT	(30.62)
		MISSION UNIFORM SER	LINEN / UNIFORM CLE	478.41
	03/20/26	PERS	MAR 2026 UAL	4,105.92
	03/27/26	PACIFIC GAS & ELECT	CREST & RIPLE	14.35
			CEMETERY	51.61
			CEMETERY - 1%	32.50
			CEMETERY - 1%	14.25
		CALIFORNIA AMERICAN	1254 DELMONTECEM70%	645.60
			SEWER 8%	83.85
		ASCO PACIFIC SUPPLY	CEM SUPPLIES	304.10

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Fund	Check Date	Name	DESCRIPTION	Amount
76 - SEWER FUND	03/13/26	SITE INDUSTRIES, LL	GIS MAPPING CEMETER	\$ 6,500.00
		LLORIN-VELASQUEZ CO	FY 25/26 CEMETERY H	2,700.00
		US BANK	D GHO TRACK LOADER	671.72
		DON CHAPIN CO., INC	SEWER LINE MAINTENA	1,291.36
			SEWER LINE MAINTENA	1,470.00
		KIMBALL MIDWEST	SEWER UNIT 44	64.89
		O'REILLY AUTO ENTER	SEWER VEHICLE REPRS	182.16
		PACIFIC GAS & ELECT	PW SEWER ELEC 5126	1,242.74
			PW SEWER ELEC 4175	49.40
		STURDY OIL COMPANY	SEWER FUEL FEB	222.93
		SUBURBAN PROPANE	SEWER PROPANE RENT	19.80
		ULINE	PW SAFETY VESTS	135.67
		WALLACE GROUP	SCSMP 1, 6, 9 CIP24	8,592.50
		MISSION UNIFORM SER	LINEN / UNIFORM CLE	478.40
		AMAZON CAPITAL SERV	PW SAFETY BOOTS	34.14
	03/20/26	PERS	MAR 2026 UAL	12,774.67
	03/27/26	PACIFIC GAS & ELECT	OCEANVIEW BLVD & 8T	6.90
			520 OCEAN VIEW BLVD	5.13
			PUMP RUSSELL SVC CT	55.30
			1996 SUNSET DR.	73.01
			EARDLEY PUMP #1	73.87
			471 OCEAN VIEW BL.	84.18
			17TH & OCNVW	78.39
			PUMP SUNSET ARENA	179.33
			360 OCEAN VIEW BLVD	391.81
			471 OCEAN VIEW BL.	251.24
			O V 9TH PUMP #2	1,149.60
			PUMP SUNSET ARENA	541.18
			PUMP 17TH & OCNVW	237.03
			EARDLEY PUMP #1	237.11
			PUMP STATION	29.94
			520 OCEAN VIEW BLVD	25.08
			1996 SUNSET DR.	16.45
			PUMP RUSSELL SVC CT	10.73
		CALIFORNIA AMERICAN	100 OCEANVW IRRIG	84.85
			1273 CRESPI POND 50	137.40
			263 GROVE ACRES	280.30
		AT&T	PW SEWER PHONE 293	31.76
			PW SEWER PHONE 139	31.76
			PW SEWER PHONE 126	31.76
			PW SEWER PHONE 057	31.76
		BOOT BARN INC	SAFETY BOOTS SEWER	314.62
		DON CHAPIN CO., INC	SEWER LINE MAINTENA	1,470.00
			SEWER LINE MAINTENA	1,659.84
			SEWER LINE MAINTENA	2,190.00
			SEWER LINE MAINTENA	3,304.00
		MONTEREY COUNTY CLE	CLERK FEE CIP PROJE	50.00
		NEILL ENGINEERS COR	ADMIN ENGINEERING S	1,000.00
			ADMIN ENGINEERING S	1,000.00
			ADMIN ENGINEERING S	1,000.00
			FY25/26 CIP ENGINEE	1,155.00
77 - GOLF FUND	03/13/26	PURE WATER	SEWER WATER SVC	29.10
		PACIFIC GROVE GOLF	GOLF LINKS REPAIR M	7,869.46
			FEB FOOD / BEV SVC	3,500.00
	03/27/26	PACIFIC GAS & ELECT	1313 OCEAN VIEW BLV	33.14
			1313 OCEAN VIEW BLV	105.77
			77 ASILOMAR GOLF HS	1,169.51
		CALIFORNIA AMERICAN	1273 CRESPI POND 50	137.41
			77 ASILOMAR FIRE SV	103.78
			1254 DELMONTEGOLF30	276.69
			CITY HALL DOOR & WI	9,600.00
92 - MCINDOO DONATION		KNAPP MILL AND CABI		
Grand Total				\$ 2,515,473.09



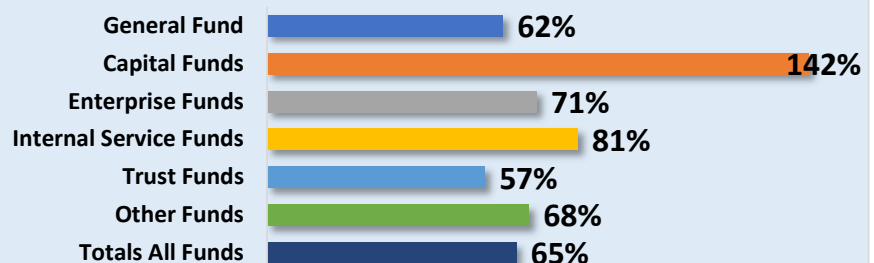
Revenues by Fund - FY 2025-26 (Unaudited)
Through March 2026
75% of Budget Year Complete

Fund	Revenues				Working Capital	
	Revised Budget	YTD	YTD % of Budget	Prior YTD	Projected Change for Fiscal Year	Projected Ending Reserves *
Main Fund - Fund 01	\$ 33,460,651	\$ 21,113,060	63%	\$ 22,463,679	\$ (1,576,147)	\$ 15,874,441
Other Funds Included	1,027,610	162,444	16%	36,514	(110,640)	61,089
General Fund	34,488,261	21,275,504	62%	22,500,193	(1,686,787)	15,935,530
Capital Projects	\$ 506,682	\$ 717,473	142%	\$ 651,140	(959,003)	1,428,690
Capital Funds	506,682	717,473	142%	651,140	(959,003)	1,428,690
Local Water Project	1,288,746	873,829	68%	1,041,761	263,641	(127,082)
Cemetery	580,902	417,563	72%	504,217	(267,207)	766,398
Sewer	4,099,809	2,750,043	67%	2,951,176	(3,535,874)	6,574,625
Golf	956,538	841,966	88%	777,502	(41,144)	910,890
Sewer Lateral Loans	3,908	2,568	66%	12,060	(26,092)	155,482
Enterprise Funds	6,929,903	4,885,969	71%	5,286,716	(3,606,676)	8,280,313
Employee Benefit	316,299	230,165	73%	204,586	3,599	65,661
Worker's Compensation	925,299	811,842	88%	529,207	8,351	614,952
Liability Insurance	753,944	578,450	77%	585,530	(128,223)	930,712
Internal Service Funds	1,995,542	1,620,457	81%	1,319,323	(116,273)	1,611,326
Library	23,141	18,555	80%	48,851	13,141	610,620
Cemetery	121,734	68,500	56%	193,987	121,734	2,411,891
Yount	8,000	-	0%	33,673	-	807,008
Trust Funds	152,875	87,055	57%	276,511	134,875	3,829,519
Library / Poetry	101,677	132,285	130%	111,439	(723)	317,397
Museum	8,073	3,998	50%	21,724	(32,927)	265,456
Public Safety	732,890	542,284	74%	543,082	(133,319)	445,245
Housing	48,956	32,268	66%	79,967	(363,927)	299,633
Streets	1,935,351	1,111,506	57%	1,417,019	(2,405,918)	(459,907)
Lighthouse	126,917	90,007	71%	104,501	(60,966)	163,206
Community Development/CDBG	41,957	16,025	38%	55,275	(370,444)	348,797
ARPA	-	-	0%	31,067	-	73,216
Downtown/Hospitality Districts	561,700	409,187	73%	420,641	-	58,804
Cable Franchise / Other	62,750	140,938	200%	122,160	(150,441)	219,833
Other Funds	3,620,271	2,478,498	68%	2,906,875	(3,518,665)	1,731,680
Totals All Funds	\$ 47,693,534	\$ 31,064,956	65%	\$ 32,940,758	\$ (9,752,529)	\$ 32,817,058

* Excludes Proposed Adjustments and Rollovers

Analysis: P9 Revenues are slightly lower than budget primarily due to low receipts for Local Sales Tax, Sales & Use Tax, and Unsecured Property Tax due to timing.

Budgeted Revenues / YTD % of Budget - By Fund Type



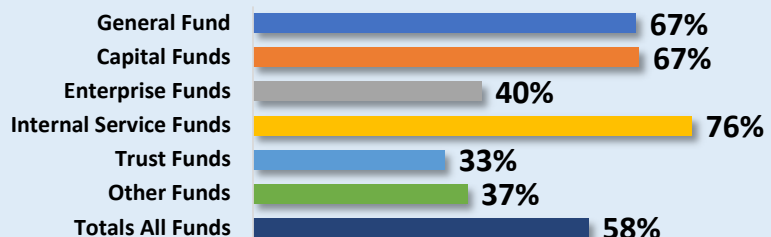


Expenses by Fund - FY 2025-26 (Unaudited)
Through March 2026
75% of Budget Year Complete

Fund	Expenses					
	Revised Budget	YTD	YTD % of Projected	Purchase Orders	YTD % with POs	Prior YTD
Main Fund - Fund 01	\$ 35,036,798	\$ 24,049,114	69%	\$ 3,771,069	79%	\$ 24,058,679
Other Funds Included	1,138,250	29,385	3%	18,720	4%	14,384
General Fund	36,175,048	24,078,499	67%	3,789,789	77%	24,073,063
Capital Projects	\$ 1,465,685	\$ 984,817	67%	\$ -	67%	\$ 795,328
Capital Funds	1,465,685	984,817	67%	-	67%	795,328
Local Water Project	1,025,105	840,348	82%	135,105	95%	1,485,344
Cemetery	848,109	574,809	68%	9,008	69%	495,168
Sewer	7,635,683	1,894,439	25%	2,068,317	52%	2,677,845
Golf	997,682	872,206	87%	10,500	88%	632,479
Sewer Lateral Loans	30,000	4,261	14%	-	14%	-
Enterprise Funds	10,536,579	4,186,063	40%	2,222,930	61%	5,290,836
Employee Benefit	312,700	235,891	75%	-	75%	279,554
Worker's Compensation	916,948	699,089	76%	-	76%	790,967
Liability Insurance	882,167	676,379	77%	5,446	77%	662,460
Internal Service Funds	2,111,815	1,611,359	76%	5,446	77%	1,732,981
Library	10,000	-	0%	-	0%	-
Cemetery	-	-	0%	-	0%	-
Yount	8,000	6,000	75%	-	75%	7,849
Trust Funds	18,000	6,000	33%	-	33%	7,849
Library / Poetry	102,400	62,539	61%	4,000	65%	40,571
Museum	41,000	40,749	99%	-	99%	58,809
Public Safety	866,209	742,629	86%	7,003	87%	618,621
Housing	412,883	78,317	19%	-	19%	69,640
Streets	4,341,269	1,108,933	26%	559,955	38%	1,186,238
Lighthouse	187,883	81,144	43%	-	43%	85,690
Community Development/CDBG	412,401	18,406	4%	39,000	14%	21,395
ARPA	-	-	0%	-	0%	812,068
Downtown/Hospitality Districts	561,700	396,623	71%	-	71%	366,596
Cable Franchise / Other	213,191	129,588	61%	68,394	93%	97,503
Other Funds	7,138,936	2,658,928	37%	678,352	47%	3,357,131
Totals All Funds	\$ 57,446,063	\$ 33,525,666	58%	\$ 6,696,517	70%	\$ 35,257,188

Analysis: P9 Expenses are slightly lower than budget. Individually significant items are as follows:
 Other Funds: \$900k budget for Chautauqua Hall and Chinese Pavilion, with no expenditures YTD.
 Sewer/Streets/RMRA/Capital Projects: \$4.3M CIP combined budget rollover with lower expenditures in the current year.

Budgeted Expenses / YTD % of Budget By Fund Type





General Fund Revenues - FY 2025-26 (Unaudited)
Through March 2026
75% of Budget Year Complete

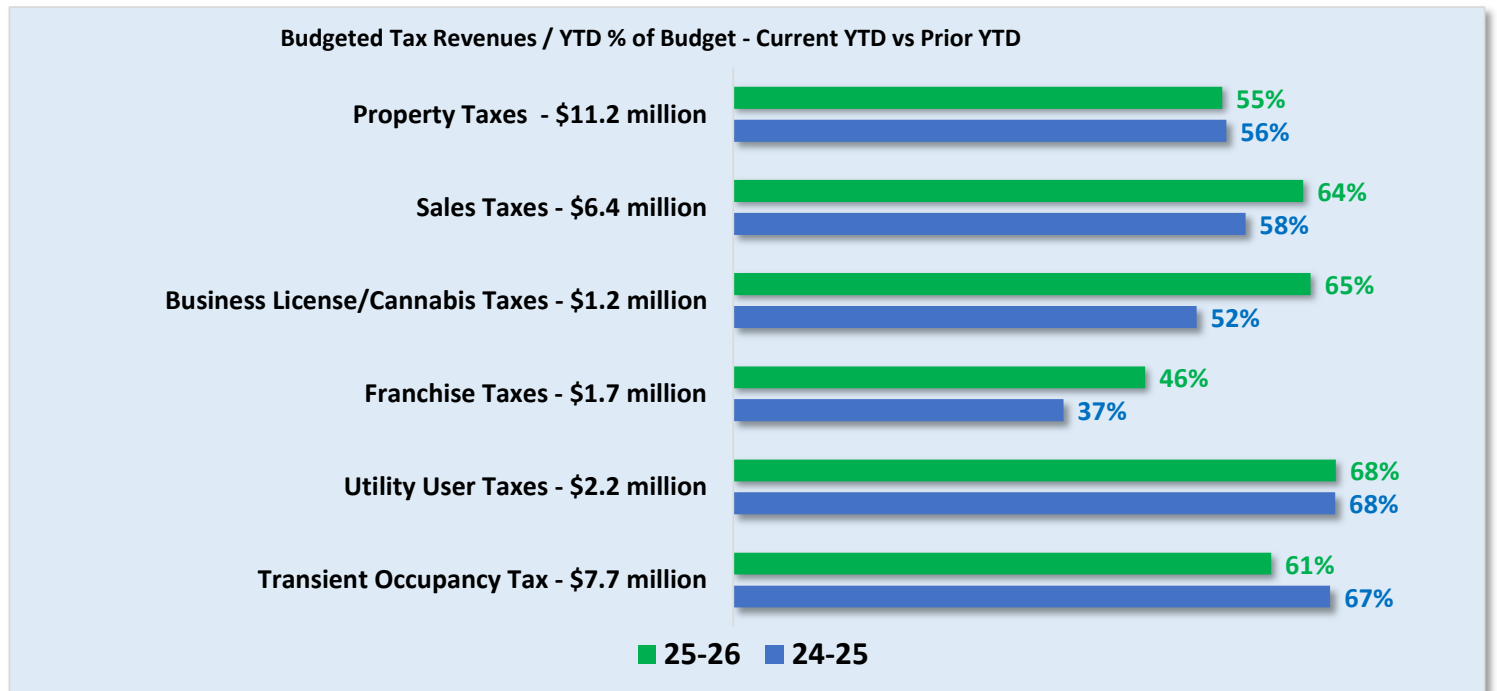
Revenue Account	Revised Budget	YTD Revenues	YTD % of Budget	Year End Projection	Prior YTD Revenues	Prior YTD % of PY Actual
Property Taxes	\$ 11,222,700	\$ 6,177,571	55%	11,127,000	5,911,606	56%
Sales Taxes	6,353,575	4,078,137	64%	7,069,000	3,905,683	58%
Business License/Cannabis Taxes	1,214,530	789,613	65%	1,514,000	701,865	52%
Franchise Taxes	1,650,400	765,576	46%	2,059,000	591,274	37%
Utility User Taxes	2,183,500	1,481,811	68%	2,187,000	1,650,613	68%
Transient Occupancy Tax	7,739,984	4,687,999	61%	6,975,000	5,063,487	67%
Litter Abatement	210,000	114,491	55%	229,000	106,163	50%
Construction Permits	932,200	836,702	90%	1,286,000	670,836	65%
Zoning Enforcement	206,000	337,524	164%	472,000	154,307	72%
Plan Check Fees	606,700	467,829	77%	573,000	456,875	82%
Parking Meters	351,200	255,112	73%	353,000	261,538	72%
Water Entitlements	287,600	104,899	36%	116,000	1,462,066	91%
Interest Earned	843,002	911,111	108%	912,000	1,224,646	100%
Investment Market Value Gain/Loss	-	278,997	200%	279,000	324,907	100%
Indirect Cost Reimbursement	2,049,600	1,518,000	74%	2,024,000	1,314,000	75%
Total Major Revenues	35,850,991	22,805,372	64%	37,175,000	23,799,866	63%
Total General Fund [Main] Revenues	33,460,651	21,113,060	63%	34,785,000	22,463,679	60%

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

Analysis: P9 Revenues are slightly lower than budget primarily due to:

1. Low Property Tax receipts, as a significant portion of yearly total is received in later month,
2. Low Sales Tax receipts, as a significant portion of yearly total is received in later months,
3. Low Franchise Tax receipts, as quarterly payments have not yet been received.

Note: Bus Lic for FY24-25 was adjusted in Period 13 to move revenues belonging to FY23-24. This will remain high until year end.

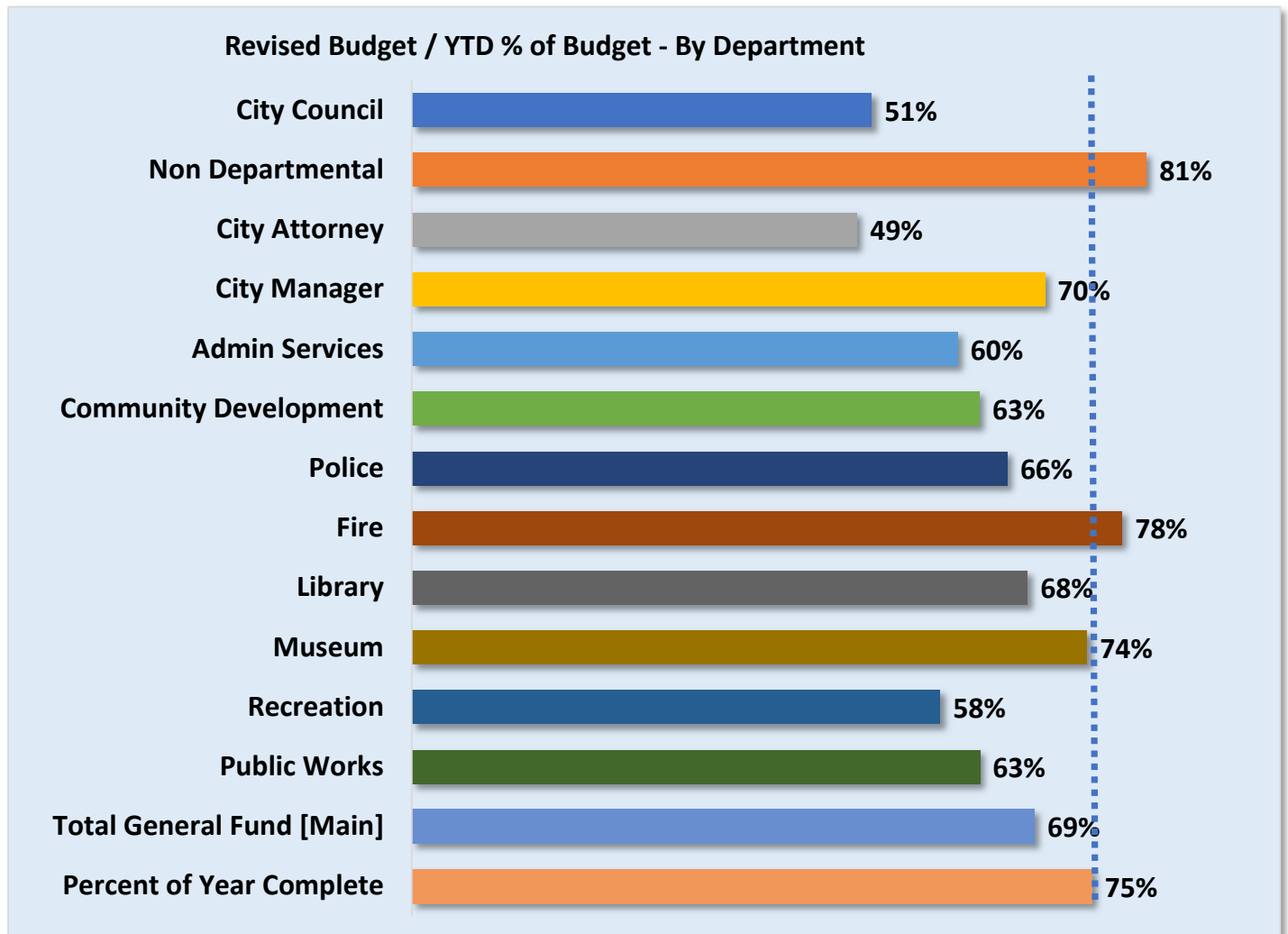




General Fund Expenses (including Transfer) by Department - FY 2025-26 (Unaudited)
Through March 2026
75% of Budget Year Complete

Department	Revised Budget	YTD Expenditures	YTD % of Budget	PY YTD % of PY Budget	Outstanding Purchase Orders	YTD % with POs	Year End Projection
City Council	\$ 276,365	\$ 140,141	51%	79%	\$ -	51%	\$ 276,000
Non Departmental	7,034,619	5,699,125	81%	0%	-	81%	7,035,000
City Attorney	915,000	449,340	49%	52%	428,014	96%	915,000
City Manager	1,651,679	1,152,886	70%	71%	21,227	71%	1,652,000
Admin Services	2,699,548	1,624,775	60%	79%	124,409	65%	2,700,000
Community Development	2,439,321	1,526,909	63%	82%	983,610	103%	2,439,000
Police	7,981,343	5,240,520	66%	81%	4,782	66%	7,981,000
Fire	4,078,497	3,194,731	78%	90%	1,775,688	122%	4,078,000
Library	1,201,910	816,010	68%	79%	9,217	69%	1,202,000
Museum	424,493	316,121	74%	82%	94,000	97%	424,000
Recreation	1,802,832	1,050,154	58%	93%	4,452	58%	1,803,000
Public Works	4,531,191	2,838,402	63%	67%	325,673	70%	4,531,000
Total General Fund [Main]	\$ 35,036,798	\$ 24,049,114	69%	76%	\$ 3,771,072	79%	\$ 35,036,000

Analysis: P9 expenses are slightly lower than budgeted due to Public Works, Police, Community Development, and Admin Services operating under budget. Non Departmental is slightly higher due to a \$1.5M PERS P.O.B. payment made at the beginning of the year.

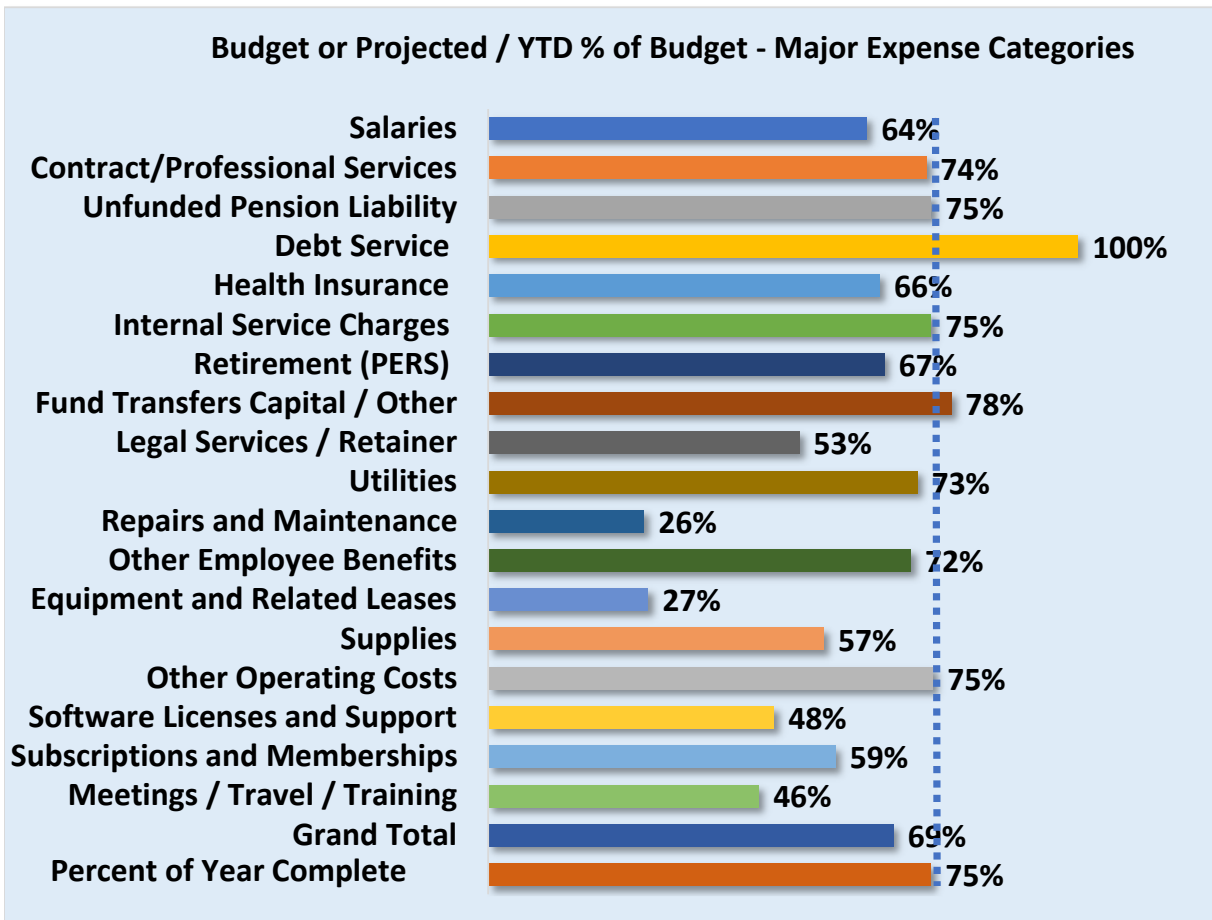




General Fund Expenditure Report - FY 2025-26 (Unaudited)
Through March 2026
75% of Budget Year Complete

Expense Line Item	Revised Budget	YTD	YTD % of Budget	Purchase Orders	YTD % with POs
Salaries	11,628,459	7,465,109	64%	-	64%
Contract/Professional Services	6,661,694	4,945,237	74%	3,219,989	123%
Unfunded Pension Liability	4,747,019	3,560,265	75%	-	75%
Debt Service	1,512,562	1,510,450	100%	-	100%
Health Insurance	1,368,833	907,991	66%	-	66%
Internal Service Charges	1,364,000	1,023,000	75%	-	75%
Retirement (PERS)	1,150,254	771,640	67%	-	67%
Fund Transfers Capital / Other	1,117,600	876,701	78%	-	78%
Legal Services / Retainer	966,000	508,887	53%	429,254	97%
Utilities	900,968	654,901	73%	-	73%
Repairs and Maintenance	682,892	180,181	26%	20,768	29%
Other Employee Benefits	634,618	454,326	72%	-	72%
Equipment and Related Leases	519,780	140,805	27%	71,477	41%
Supplies	461,800	262,592	57%	11,049	59%
Other Operating Costs	456,050	343,512	75%	7,302	77%
Software Licenses and Support	397,569	192,482	48%	11,232	51%
Subscriptions and Memberships	285,200	167,789	59%	-	59%
Meetings / Travel / Training	181,500	83,245	46%	-	46%
Grand Total	35,036,798	24,049,114	69%	3,771,072	79%

Analysis: P9 expenditures are below budget primarily due to savings in Salaries and Professional Services. Debt Service represents a \$1.5M PERS P.O.B. payment made at the beginning of the year.





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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Joe Amelio, Mayor Pro Tem
MEETING DATE: April 15, 2026
SUBJECT: Monterey-Salinas Transit Minutes for March 9, 2026
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines
Section 15378

RECOMMENDATION

Receive the minutes.

Attachments

MST Minutes 3-9-26

MEETING OF THE MST BOARD OF DIRECTORS

Meeting Minutes

March 9, 2026
10:00 a.m. (Pacific)

JURISDICTION	BOARDMEMBER (Alternate)	JAN 2026	FEB 2026	MAR 2026	APR 2026	MAY 2026	JUN 2026	JUL 2026	AUG 2026	SEP 2026	OCT 2026	NOV 2026	DEC 2026
Carmel-by-the-Sea	Bob Delves (J. Baron)	P	A	A									
Del Rey Oaks	Kim Shirley (J. Hallock)	P	P	P									
Gonzales	Lorraine Worthey Vice Chair (M. Orozco)	A	P	P									
Greenfield	Ariana Rodriguez (R. White)	P	P	P									
King City	Mike LeBarre (C. DeLeon)	P	A	A									
Marina	Liesbeth Visscher (B. Delgado)	P	P	P									
Monterey	Ed Smith (J. Rasch)	P	P	R									
Pacific Grove	Joe Amelio (C. Poduri)	P	P	P									
Sand City	Mary Ann Carbone Chair (K. Scudder)	A	P	P									
Salinas	Tony Barrera (G. De La Rosa)	P	P	P									
Seaside	Dave Pacheco (A. Garcia-Arrazola)	P	P	P									
Soledad	Fernando Cabrera (E. Banuelos)	P	R	P									
County of Monterey	Luis Alejo (W. Askew)	P	P	P									

P=Present
A=Absent
R=Remote
P(A)= Present Alternate

Counsel:	Michael Laredo, Remote	General Counsel, De Lay & Laredo
Staff:	Carl Sedoryk , Remote Lisa Rheinheimer Kelly Halcon Norman Tuitavuki, Michelle Overmeyer Jeanette Alegar-Rocha Beronica Carriedo Christine Church Cristy Sugabo Danitza Lopez Dave Bielsker Diana Lopez Ezequiel Rebollar Ikuyo Yoneda-Lopez Jack Perrin Jarred Augusta Jason Anderson Jose Campos Luiza Hatlestad Marzette Henderson Max Muston Natalie Flores Paul Lopez Rolando Munoz Ruben Gomez Scott Taylor Sonjé Dayries Susie Flores Ursulla Scardina	General Manager/CEO Deputy CEO Chief Human Resources Officer Chief Operating Officer Director of Planning and Innovation Deputy Secretary/Clerk to the Board C/S & Community Relations Supervisor Compliance Analyst Mobility Manager Human Resources Assistant Transit Scheduler Customer Service Representative Systems Engineer Marketing & Communications Manager Assistant Planner Risk and Safety Manager Drug & Alcohol Program Coordinator Coach Operator Mobility Specialist Transportation Manager CivicSpark Fellow Associate Planner Facilities Manager Mobility Specialist Mobility Coordinator IT Manager Civil Rights Officer Grants Analyst Communications Specialist
Public:	Liz Gonzalez Jasmine Mejia-Cortes Javier Gomez Linda Gonzalez Corey O'Neil Jared Boigon Olanrewaju "Ola" Adelekan	County of Monterey County of Monterey County of Monterey County of Monterey Tulchin Research Team Civix General Manager, Transdev

1. CALL TO ORDER

1-1. Roll Call.

1-2. Pledge of Allegiance

Chair Carbone called the meeting to order at 10:00 a.m. Roll call was taken and a quorum established. Director Worthy led the pledge of allegiance.

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

Deputy CEO, Lisa Rheinheimer reviewed highlights of the Agenda.

Director Rodriguez arrived at 10:04 a.m.

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

There were no public comments.

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 – December 2025. (Lori Lee)

a) Accept Report of December 2025 Cash Flow

b) Approve December 2025 Disbursements

c) Accept report of December 2025 Treasury Transactions

3-2. Approve Minutes of the MST Board Meeting on February 9, 2026.
(Jeanette Alegar-Rocha)

3-3. Receive Draft Minutes of the MST Board Operations Performance
Committee Meeting on February 9, 2026. (Jeanette Alegar-Rocha)

3-4. Adopt Resolution 2026-15 Recognizing Fernando Manansala,
Mechanic A, as Employee of the Month for March 2026. (Norman K.
Tuitavuki)

3-5. Receive Draft Minutes of the Mobility Advisory Committee Meeting on
January 28, 2026. (Ruben Gomez)

3-6. Authorize the General Manager/CEO or their Designee to Purchase
Vontas OnRoute Equipment and Training for Nine (9) Fixed Route
Cutaway Buses in an Amount Not to Exceed \$200,198. (Norman
Tuitavuki)

- 3-7. Authorize the General Manager/CEO or their Designee to Enter into a Contract with Kimley-Horn and Associates, Inc. for the Designing for Transit Guidelines and ADA Analysis Project in an Amount Not to Exceed \$308,946. (Michelle Overmeyer)
- 3-8. Authorize the General Manager/CEO or their Designee to Enter into a Contract with Kimley-Horn and Associates, Inc. for the Coastal Access Bicycle and Pedestrian Improvements Project in an Amount Not to Exceed \$382,041. (Vince Dang/Steven Bruno)
- 3-9. Approve List of 32 MST-Owned Vehicles as Surplus Property and Direct Staff to Dispose the Vehicles Using the Most Economical Method Available. (Norman K. Tuitavuki)
- 3-10. Reappoint Mobility Advisory Committee Member Jennifer Ramirez and Bobby Merrit each to New Three-Year Terms. (Cristy Sugabo)
- 3-11. Financial Reports – January 2026. (Lori Lee) (Page 51)
 - a) Accept Report of January 2026 Cash Flow,
 - b) Approve January 2026 Disbursements, and
 - c) Accept report of January 2026 Treasury Transactions.

End of Consent Agenda

There were no public comments on the Consent Agenda.

On a motion by Director Amelio and seconded by Director Pacheco and carried by the following roll call vote, the Board approved all items on the consent agenda with Directors Delves and LeBarre noted as absent.

AYES:	11	Shirley, Worthy, Rodriguez, Smith, Visscher, Amelio, Carbone, Barrera, Pacheco, Cabrera, Alejo
NOES:	0	
ABSENT:	2	Delves, LeBarre,
ABSTAIN:	0	
RECUSE:	0	

4. RECOGNITIONS AND SPECIAL PRESENTATIONS

- 4-1. March 2026 Employee of the Month – Fernando Manansala. (Norman K. Tuitavuki)
- 4-2. 25-Year Service Anniversary – Jose Campos, Coach Operator. (Marzette Henderson)

4-3. 25-Year Service Anniversary – Arthur Culbertson, Utility Service Person.
(Norman Tuitavuki)

4-4. Receive 2026 Measure Q Polling Results Presentation. (Carl Sedoryk)

The Board received a presentation on the Measure Q Polling results given by Jared Boigon from TeamCivix and Corey O’Neil from Tulchin Research.

5. PUBLIC HEARINGS

None.

6. ACTION ITEMS

6-1. Appointment of a Nominating Committee for Chair and Vice Chair Board Positions for FY2026-FY2028. (Mary Ann Carbone)

There were no public comments.

Chair Carbone will contact Boardmembers individually to be appointed to the ad hoc nominating committee.

6-2. Receive Project Updates on SURF! Construction per CEQA Exemption Adopted for the Project which Requires the Lead Agency to Conduct at Least Two Noticed Public Meetings Annually During Project Construction for the Public to Provide Comments. (Lisa Rheinheimer)

There were no public comments.

6-3. Authorize the General Manager/CEO or their Designee to Execute a Purchase and Sale Agreement with Salinas Valley Solid Waste Authority (SVSWA) for the Purchase of Real Property Located at 139 Sun Street Consisting of Two (2) Parcels (approximately 6.8 acres) for a Negotiated amount of \$5.975 million. (Lisa Rheinheimer)

There were no public comments.

On a motion by Director Alejo and seconded by Director Amelio and carried by the following roll call vote, the Board approved item 6-3 with Directors Delves and LeBarre noted as absent.

AYES:	11	Shirley, Worthy, Rodriguez, Smith, Visscher, Amelio, Carbone, Barrera, Pacheco, Cabrera, Alejo
NOES:	0	
ABSENT:	2	Delves, LeBarre
ABSTAIN:	0	
RECUSE:	0	

7. REPORTS & INFORMATION ITEMS

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

- 7-1. General Manager/CEO Monthly Report – January 2026
- 7-2. Federal Legislative Advocacy Report
- 7-3. State Legislative Advocacy Report
- 7-4. Staff Trip Reports
- 7-5. Correspondence

8. BOARD REPORTS, COMMENTS, AND REFERRALS

- 8-1. Reports on Meetings Attended by Board Members at MST Expense.
(AB 1234)
- 8-2. Board Member Comments and Announcements.
 - a) CTA Spring Legislative Conference, Sacramento, CA, May 20-21.
Early Registration Deadline April 15.
- 8-3. Board Member Referrals for Future Agendas.

9. ATTACHMENTS

None.

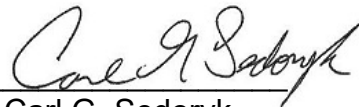
10. CLOSED SESSION

None.

11. ADJOURN

With no further business to discuss, Chair Carbone adjourned the meeting at 11:22 a.m. (Pacific).

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

Reviewed by: 
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: Daniel Gho, Public Works Director/Deputy City Manager
MEETING DATE: April 15, 2026
SUBJECT: Amendment to 4-Leaf Contract for Traffic Engineering Services
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Authorize the execution of an amendment with 4-Leaf, Inc., increasing the contract total by an additional \$80,000, for Traffic Engineering services for Fiscal Year 2025/26.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

Since 2012, the City of Pacific Grove (City) has contracted with a qualified licensed Professional Engineer for on-call traffic engineering services.

The on-call Traffic Engineer plays a vital role in the overall management and coordination of traffic safety within the City. The Traffic Engineer coordinates all traffic safety and engineering services prescribed by state law to ensure compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and administers all traffic engineering-related processes as required by the municipal and state vehicle codes. The on-call Traffic Engineer also regularly meets with Public Works and Police staff and attends the Traffic Safety Commission meetings, when needed, to answer questions, provide expert analysis, and receive and resolve citizen traffic safety complaints.

The current on-call traffic engineering services agreement was authorized by the City Council for execution prior to FY 2023/24, with 4Leaf, Inc., in an amount not to exceed \$70,000 per fiscal year.

This agreement was authorized with two, one-year extensions. The most current extension was executed in June of 2025 for services to be rendered in FY 2025/26.

The Department of Public Works undertook three major traffic engineering projects this current fiscal year that required extensive traffic engineering services, beyond standard traffic engineering work.

This has prompted the need for this amendment so 4-Leaf can be compensated for the work that has occurred. The three projects include Pine Avenue drop off in front of Robert Down (implemented in the winter of 2025), the Speed Surveys (approved at the March 18 and April 1, 2026 Council meeting), and the traffic engineering report for the intersection of Congress, Central, and Lighthouse Avenue (to be presented in May of 2026).

The original budget of \$70k for traffic engineering services was not calculated to include multiple larger scale projects and evaluations. The budget of \$70,000 can typically support the development of smaller projects along with the daily review of traffic-related inquiries and CIP project development. This current fiscal year, the City has requested three larger projects (Lighthouse Ave, speed surveys, and Pine Avenue in front of Robert Down) for our traffic engineering team to accomplish. In the past, Public Works staff would assist to lessen the burden and cost placed upon our Traffic Engineering team, but unfortunately, this year we had to rely heavily on our consulting 4-Leaf Program Manager and Engineer to fulfill the request, primarily due to the inability to fulfill the vacant Civil Engineer/Project Manager position in Public Works.

This is a one-time increase in the agreement with 4-Leaf, which allowed us to complete these three major projects, along with routine and ongoing tasks related to traffic engineering services.

OPTIONS

Provide an alternative direction.

FINANCIAL IMPACT:

Through the mid-year budget adjustments, the City Council approved an increase in Fund 18, Gas Tax, to fund the necessary amendment to the 4-Leaf, Traffic Engineering Services contract. With a two-year budget approved for FY 2025/26 and FY 2026/27, the funding was already allocated in Gas Tax Contract Services above and beyond the \$70,000 annually for Traffic Engineering Services. The approved mid-year amendment simply shifted funds, within the gas tax, to cover the additional expenses. There are no funds being derived from the General Fund to cover these expenses, and service levels for Traffic Engineering and Public Works in general will remain the same.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Amendment #1

AMENDMENT #1 TO THE AGREEMENT FOR THE TRAFFIC ENGINEERING SERVICES WITH 4-LEAF

WHEREAS, the City of Pacific Grove (“City”) and 4-Leaf (“Consultant”) entered into an Agreement (“Agreement”) dated July 1, 2023; and

WHEREAS, the City and Consultant need to amend certain terms of the Agreement;

NOW, THEREFORE, the parties agree as follows:

A. The Agreement is amended as follows:

- Section 5 Payment: This amount shall not exceed ~~\$70,000~~ \$150,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.
- All other terms of the Agreement remain the same.

Dated: _____

Gene Barry: Vice President, 4-Leaf

Dated: _____

Daniel Gho: Public Works Director

Dated: _____

Alex Lorca: City Attorney

Dated: _____

Fred Marsh: Administrative Services Director

Dated: _____

Nick Smith: Mayor

DRAFT



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Chaps Poduri, Councilmember
MEETING DATE: April 15, 2026
SUBJECT: Cultural Calendar
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Approve recommendation from the Task Force for Diversity, Equity and Inclusion (DEI) to adopt a cultural calendar for the City of Pacific Grove.
2. Direct staff to create a cultural calendar landing page on the City's website to serve as a community resource.

DISCUSSION

BACKGROUND

On January 13, 2025, the DEI Task Force adopted a Statement of Purpose for the Cultural Calendar, aiming to "promote cross-cultural awareness, inclusivity, and understanding by recognizing our diverse backgrounds". The proposed calendar recognizes significant dates, holidays, and observances from various cultures and spiritual traditions.

The Task Force held five public meetings in 2025 to gather community input and refine the calendar. All recommendations with additions were approved unanimously by the Task Force.

The Cultural Calendar serves as a foundational tool to honor traditions of all community members and increase appreciation for the diverse expressions that enrich Pacific Grove.

OPTIONS

N/A

FINANCIAL IMPACT:

This project will involve some staff time for implementing a dedicated webpage and ongoing maintenance of it.

GOAL ALIGNMENT: Not Applicable.

Attachments

TFDEI Cultural Calendar Recommendation

2) Adopted Cultural Calendar 2025



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

Committee Recommendation

TO: (Council Liaison) Council member Poduri

FROM: (Chairperson) Bui

COMMITTEE: Task Force for Diversity, Equity and Inclusion

DATE: December 16, 2025

RECOMMENDATION (include date of committee vote)

- a Cultural Calendar for the City of Pacific Grove be adopted (approved unanimously on 3/10/25, additional events added unanimously on 7/14/25, 10/13/25, 12/08/25)
- the Cultural Calendar be submitted to the City via the Task Force Council liaison

DISCUSSION (attach continued discussion)

On January 13, 2025, the Task Force adopted a Statement of Purpose for the Cultural Calendar: "Cultural calendars highlight and celebrate significant dates, holidays, and observances from various cultures and spiritual traditions around the world. They promote cross-cultural awareness, inclusivity, and understanding by recognizing our diverse backgrounds. By honoring cultural traditions and practices of all members of our community they increase appreciation for the various forms of expression that enrich our community and our world." Public comment on the Cultural Calendar was taken at five meetings in 2025. The Calendar was described as a useful Webpage resource.

FISCAL IMPACT (if known)

Unknown

CITY COUNCIL GOAL ALIGNMENT

Core Values of Inclusiveness, Collaboration, Diversity, Equity

ATTACHMENTS

Recommended Cultural Calendar

UPDATED DEI CULTURAL CALENDAR
(Formally Adopted March 10, 2025; Revised 12/15/2025)

January:

Korean American Day
Martin Luther King Jr. Day.
National Day of Racial Healing. Our Beloved Community: A Journey Towards Black & Brown Solidarity on the Monterey Peninsula.
Homelessness: Monterey County Point-in-Time Street Count.
Kwanzaa ends
UN Holocaust Remembrance Day

February:

World Hijab Day
Rosa Parks Day
National Freedom Day
Tet & Moon Festival (Vietnam)
BLAAC and MIIS Film Festival
Black History Month
Black, Indigenous People of Color (BIPOC) Voices at MIIS
National Day of Remembrance (Japanese-American)
Lunar New Year

March:

Women's History Month
International Women's Day
On the Road to Hope & Joy: A Workshop at PG Adult School
Farmworkers Awareness Week
Ramadan (Muslim)
Holi (Hindu)
Ugadi (Hindu)
World Down Syndrome Day

April:

Older Americans Month
Celebrate Diversity Month
Emancipation Day
Easter (US)
World Autism Awareness Day Arab American Heritage Month
Asian Cultural Show at MPC
Festival of Languages, Cultures and Ideas
Moonflower Festival (Seaside)
Oaxaca Guelaguetza Cultural Festival (Santa Cruz)
College of Health Sciences & Human Services Diversity Celebration (CSUMB)
National Maintenance Workers Day
Child Abuse Prevention Month

Stress Management Monte (VA Million Veterans Program)

May:

May Day/International Workers Day
Cinco de Mayo (Mexico)
International Day Against Homophobia, Transphobia, and Biphobia
Walk of Remembrance (Chinese) (Pacific Grove)
Jewish/American Heritage Month
Children's Day (Japan)
Mothers' Day (US)
Vesak/Buddha Purnima
Mental Health Awareness Month
Red Dress Day (Indigenous People)
De Colores (Advance Farmworker Advocacy)

June:

LGBTQIA+ Pride Month
Pride Flag Raising Ceremony (Pacific Grove)
International Day for Countering Hate Speech
Juneteenth
Monterey Bonsai Show
Father's Day (US)
Immigrant Heritage Month (US)
Marina Multi-Cultural Festival
Palenke Arts Festival (Seaside)
Peninsula Pride Celebration & Pride Parade (Monterey)
Pride Celebration & Parade (Santa Cruz)
PrideLand (Hollister)

July:

Disability Pride Month
National Disability Independence Day
Monterey Peninsula Obon Festival
Pacific Grove Summer Lights Festival
International Non-Binary Peoples Day
Eid Al-Adha (Muslim)
Hijra (Islamic New Year)

August:

International Day of the World's Indigenous People
International Day of People of African Descent
Turkish Arts & Culture Festival (Monterey)
International Youth Day
Women's Equality Day
International Day of Peace/Hiroshima-Nagasaki Remembrance/Pacific Grove Peace Lantern Ceremony

Carmel Jewish Food Festival

September:

LatinX Heritage/National Hispanic Heritage Month (starts Sept 15th)

Mexican Independence Day

National Inclusion Day

Festa Italia Santa Rosalia Fishermans Festival (Monterey)

Monterey Bay Greek Festival

Oaxaca By The Sea (Seaside)

Chinese Cultural Festival (Monterey)

Marina Multicultural Festival (Marina)

October:

LatinX Heritage/National Hispanic Heritage Month (finishes Oct 15th)

Global Diversity Awareness Month

National Disability Employment Awareness Month

Rosh Hashanah

Yom Kippur

Indigenous Peoples' Day

International Pronouns Day

Filipino American History Month

November:

Dia de Los Muertos (Mexico)

National Native American Heritage Month

Transgender Day of Remembrance

Thanksgiving (US)

Veterans Day

Ruby Bridges Day (Pacific Grove)

Jewish Film Festival (Carmel)

December:

International Human Rights Day

Kwanzaa begins

Chanukah

Christmas (US)

Oaxacan Our Lady of Juquila Celebration (Seaside)

Revised 12/15/2025



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Casey Day, Chief of Police
MEETING DATE: April 15, 2026
SUBJECT: AB 481 Presentation
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Staff recommends that the City Council accept the AB481 presentation that was publicly shared with the community on March 16, 2026.

DISCUSSION

BACKGROUND:

The Pacific Grove Police Department is committed to transparency and to ensuring legitimacy with the Pacific Grove community by providing an annual AB481 Military Equipment use presentation. On September 30, 2021, Governor Newsom signed AB 481 to increase transparency, accountability, and oversight of police departments' acquisition and use of military equipment in the State of California. Ultimately, providing safeguards to protect the public's welfare, safety, civil rights, and liberties.

DISCUSSION:

AB 481 requires police departments to hold an annual community meeting to present a report on the use, possession, and potential acquisition of any military equipment by the police department. This community meeting must be held at least 30 days before presenting to the City Council and was completed on March 16, 2026, in the City of Pacific Grove's council chambers.

This presentation provided the community with a summary of: 1) how military equipment was used and its purpose; 2) any complaints or concerns related to military equipment and any actions taken in response; 3) the total annual cost for each piece of military equipment; 4) how the funds were sourced; and 5) the quantity possessed for each type. Lastly, the presentation stated whether the Police Department intended to acquire additional military equipment in the current or following year, and the quantity sought for each type of equipment.

The Pacific Grove Police Department is currently in possession of:

- (2) 40mm Projectile Launchers
- (5) Less Lethal Shotguns
- (27) Department Rifles

- (16) Issued Department Rifles

The Pacific Grove Police Department did not purchase any military equipment in 2025. The department must get approval from the City Council for any military equipment it owns. Currently, the Pacific Grove Police Department does not own or have any military equipment.

The Pacific Grove Police Department receives and provides mutual aid to and from all area law enforcement agencies, including participation in the Monterey Peninsula Special Response Unit, also known as SRU. Currently, no officers from the department are participating in SRU. SRU did not respond to any incidents in Pacific Grove during 2025.

CONCLUSION:

The Pacific Grove Police Department remains committed to transparency, accountability, and community engagement in compliance with AB 481. The department has fulfilled all statutory requirements by conducting a public presentation, providing detailed information regarding equipment use, costs, and oversight, and maintaining open communication with the community. With no military equipment purchases in 2025 and continued City Council oversight for any future acquisitions, the department continues to prioritize public trust, safety, and the protection of civil liberties.

OPTIONS

1. Do not receive.
2. Provide alternate direction.

FINANCIAL IMPACT:

There is no fiscal impact associated with this informational report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

AB 481 Presentation

AB 481

Military Equipment Town Hall Presentation



AB 481 Background



- September 30, 2021 – Governor Newsom signed AB 481
- Increase transparency, accountability, and oversight for the acquisition and use of equipment
- Provide safeguards to protect the public's welfare, safety, civil rights, and liberties



Annual Reporting



- Annual town hall meeting at least 30 days before presenting the annual report to the City Council.
- Community meeting March 16th, 2026



Annual Report



1. A summary of:
 - How military equipment was used & its purpose.
 - Complaints or concerns related to military equipment and any actions taken in response.
2. The total annual cost for each type of military equipment and how the funds were sourced.
3. The quantity possessed for each type of military equipment.
4. Intention to acquire additional military equipment in the current or following year, the quantity sought for each type of military equipment.



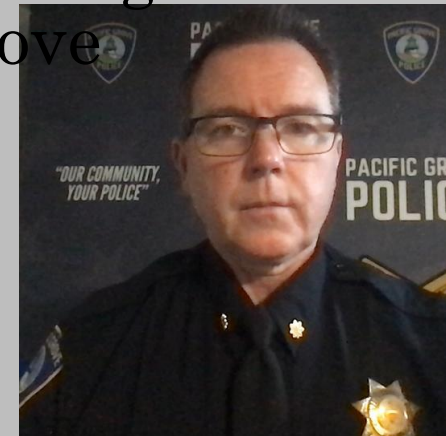
PGPD Military Equipment

- (2) 40mm Projectile Launchers
- (5) Less Lethal Shotguns
- (27) Department Rifles
- (16) Issued Department Rifles



Monterey Peninsula Special Response Unit (SRU)

- PGPD receives and provides mutual aid to/from all area law enforcement agencies.
- AB 481 requires agencies to get approval from the Governing Body for the equipment they own. The City of Pacific Grove currently does not own or maintain SRU equipment.
- Currently, no PGPD Officers are members of SRU
- SRU did not respond to any incidents in Pacific Grove during 2025



Questions?





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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Garrett McCown, Associate Planner & RFP Coordinator
MEETING DATE: April 15, 2026
SUBJECT: Historic Resources Committee Meeting Minutes: 9/24/25, 10/22/25, 11/19/25, 12/17/25, 1/28/26, and 2/25/26
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the minutes.

Attachments

HRC Minutes 9.24.2025
HRC Minutes 10.22.2025
HRC Minutes 11.19.2025
HRC Minutes 12.17.2025
HRC Minutes 1.28.2026
HRC Minutes 2.25.2026



NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE

APPROVED MINUTES

REGULAR MEETING AGENDA

Wednesday, September 24, 2025, 3:00 P.M.

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

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

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

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AGENDA

1. CALL TO ORDER & ROLL CALL

Chair Anton called the meeting to order at 3:00pm. Chair Anton conducted roll call with the following members present in the Chamber: Chair Anton, Vice Chair Greening, and committee member Collins.

2. APPROVAL OF AGENDA

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to approve the agenda as is.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

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

Chair Anton made announcements

4. COUNCIL LIAISON ANNOUNCEMENTS

None

5. GENERAL PUBLIC COMMENT

The following members of the public spoke:

Lisa Ciani

Inga Lorentzen Daumer

Jane Haines

A. Written General Public Comment

The following members of the public submitted written comment:

Leslie Anderson

Lisa Ciani

Anthony Ciani

Anthony Billeci

CONSENT AGENDA

6. REPORTS FOR INFORMATION ONLY

None

7. REPORTS REQUIRING ACTION

A. Minutes of the August 27, 2025, Historic Resources Committee Regular Meeting

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve the minutes of the August 27, 2025, Historic Resources Committee Regular Meeting.

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

ACTION: Upon motion Vice Chair Greening and seconded by member Collins, the committee voted to approve the consent agenda as is.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

REGULAR AGENDA

8. **PUBLIC HEARINGS**

- A. Historic Determination (HD) 25-0236 for 955 Crest Avenue (006-062-007)
Zoning District/General Plan Designation: R-1/ Medium Density Residential (7.3 du/ac)
Coastal Zone: No
Historic Resources Inventory: No
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Staff recommends the Historic Resources Committee (HRC) add 955 Crest Avenue to the Historic Resources Inventory (HRI), based on the conclusions of the Phase 1 Historic Assessment (Past Consultants LLC October 2012) confirming HRI eligibility.
Reference: Anna Bornstein, Associate Planner

Associate Planner, Anna Bornstein, presented staff report.

No representation from owner or applicant.

Public Comment:

Gary Hub

Inge Lorentzen Daumer

Lisa Ciani

Anthony Ciani

ACTION: Upon motion by member Collins and seconded by Vice Chair Greening, the committee voted to add 955 Crest Avenue to the Historic Resources Inventory based on evaluation criteria A, C, I.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee members Collins

NOES: None

ABSENT: None

- B. Architectural Permit (AP) and Coastal Development Permit (CDP) 24-0044 for 685 Mermaid Avenue (APN 006-085-003-000)
Zoning District/General Plan Designation: R-3-PGR/High Density Residential 24.8 DU/ac
Coastal Zone: Yes
Historic Resources Inventory: Yes
CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation
Recommended Action: Staff recommends the Historic Resource Committee recommend

the Planning Commission approve Architectural Permit (AP) 24-0044, subject to the findings, recommended conditions, and Class 31 Categorical Exemption (CEQA Guidelines Section 15331, Historical Resource Restoration/Rehabilitation).

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Project applicant Charlie Hornisher and historian Dana Supernowicz presented reports.

Public Comment:

Leslie Anderson

Cindy Belleci

Lisa Ciani

Dean Kasparian

Inge Lorentzen Daumer

Linda Downham

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to recommend the Planning Commission approve Architectural Permit AP 24-0044, subject to findings, recommended conditions, and class 31, categorical exemption (CEQA Guidelines §15331, Historical Resource Restoration/Rehabilitation).

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee members Collins

NOES: None

ABSENT: None

C. BCC Recommendation Process Changes & Quarterly Reports

Zoning District/General Plan Designation: n/a

Coastal Zone: N/A

Historic Resources Inventory: N/A

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

Recommended Action: Receive report.

Reference: Aaron Campbell, Senior Planner

Senior Planner, Aaron Campbell, presented staff report.

9. **CONTINUED AND ONGOING BUSINESS**

None

10. **NEW BUSINESS**

None

11. **PRESENTATIONS**

None

12. **NEXT MEETING - October 22, 2025**

13. **ADJOURNMENT**

4:27 PM

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



NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE

APPROVED MINUTES

REGULAR MEETING AGENDA

Wednesday, October 22, 2025, 3:00 P.M.

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

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AGENDA

1. CALL TO ORDER & ROLL CALL

Chair Anton called the meeting to order at 3:00pm. Chair Anton conducted roll call with the following members present in the Chamber: Chair Anton, Vice Chair Greening, and committee member Collins.

2. APPROVAL OF AGENDA

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to approve the agenda as is.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

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

Chair Anton made announcements.

Associate Planner Garrett McCown made announcements.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

None

5. **GENERAL PUBLIC COMMENT**

The following members of the public spoke:

Lisa Ciani

A. **Written General Public Comment**

Tony Ciani

CONSENT AGENDA

6. **REPORTS FOR INFORMATION ONLY**

None

7. **REPORTS REQUIRING ACTION**

A. **Minutes of the September 24, 2025, Historic Resources Committee Regular Meeting**

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve the minutes of the September 24, 2025, Historic Resources Committee Regular Meeting.

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

ACTION: Upon motion by member Collins and seconded by Vice Chair Greening, the committee voted to approve the consent agenda as is.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

REGULAR AGENDA

8. PUBLIC HEARINGS

- A. Historic Determination (HD) 25-0238 for 687 Mermaid Avenue (APN 006-085-002-000)
Zoning District/General Plan Designation: R-3-PGB/ High Density Residential (24.8 du/ac)
Coastal Zone: Yes
Historic Resources Inventory: No
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Staff recommends the Historic Resources Committee (HRC) add 687 Mermaid Avenue to the Historic Resources Inventory (HRI), based on the Phase 1 Historic Assessment (PAST Consultants, LLC, July 2025) findings, and its conclusion confirming HRI eligibility.
Reference: Anna Bornstein, Associate Planner

Associate Planner, Anna Bornstein, presented staff report.

Project applicant Jeanne Bryne and historian Seth Bergstein presented reports.

Public Comment:

Lisa Ciani

Anthony Ciani

Inge Lorentzen Daumer

Dean Kasparian

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to add 687 Mermaid Avenue to the Historic Resources Inventory based on the Historic assessment (PAST Consultants, July 2025) and evaluation criteria A, D, E, H, and I.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee members Collins

NOES: None

ABSENT: None

- B. Historic Determination (HD) 25-0243 for 689 Mermaid Avenue (APN 006-085-001-000)
Zoning District/General Plan Designation: R-3-PGB/High Density Residential 24.8 du/ac
Coastal Zone: Yes
Historic Resources Inventory: No
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Staff recommends the Historic Resources Committee (HRC) add 689 Mermaid Avenue to the Historic Resources Inventory (HRI), based on the Phase 1 Historic Assessment (PAST Consultants, LLC, 2025) findings, concluding that the subject property meets HRI eligibility requirements per PGMC 23.76.030.
Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Project applicant Jeanne Bryne and historian Seth Bergstein presented reports.

Public Comment:
None

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to add 689 Mermaid Avenue to the Historic Resources Inventory based on the Historic assessment (PAST Consultants, July 2025) and evaluation criteria A, D, E, H, and I.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee members Collins

NOES: None

ABSENT: None

9. **CONTINUED AND ONGOING BUSINESS**

None

10. **NEW BUSINESS**

None

11. **PRESENTATIONS**

None

12. **NEXT MEETING - Special Meeting on November 19th, 2025 1:00PM - 3:00PM**

13. **ADJOURNMENT**

3:43 PM

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



NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE

APPROVED MINUTES

SPECIAL MEETING AGENDA

Wednesday, November 19, 2025, 1:00 P.M.

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

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AGENDA

1. CALL TO ORDER & ROLL CALL

Chair Anton called the meeting to order at 3:00pm. Chair Anton conducted roll call with the following members present in the Chamber: Chair Anton, Vice Chair Greening, and committee member Collins.

2. APPROVAL OF AGENDA

ACTION: Upon motion by member Collins and seconded by Vice Chair Greening, the committee voted to approve the agenda as is.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

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

Chair Anton made announcements.

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Council member Rau made announcements.

5. **GENERAL PUBLIC COMMENT**

The following members of the public spoke:

Lisa Ciani

Anthony Ciani

- A. Written General Public Comment

CONSENT AGENDA

6. **REPORTS FOR INFORMATION ONLY**

NONE

7. **REPORTS REQUIRING ACTION**

- A. Initial Historic Screening (IHS) 25-0167 for 1398 Pico Avenue (APN 007-061-019)
Zoning District/General Plan Designation: R-1-B-4/Low Density Residential 2.0 Du/AC
Coastal Zone: Yes

Historic Resources Inventory: No

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

Recommended Action: Staff requests that the Historic Resource Committee recommend an Initial Historic Screening Determination of ineligibility to the Community Development Director for the property located at 1398 Pico Avenue. Based on the review of the City of Pacific Grove Historic Context Statement, property files, and the evaluation criteria listed in PGMC 23.76.025.

Reference: Aaron Campbell, Senior Planner

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to approve the consent agenda as is.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

REGULAR AGENDA

8. PUBLIC HEARINGS

- A. Architectural Permit (AP) 25-0153 for 372 Central Ave (APN 006-218-008)
Zoning District/General Plan Designation: R3 P.G.R.
Coastal Zone: Yes
Historic Resources Inventory: Yes
CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation
Recommended Action: Staff recommends the Historic Resources Committee recommend approval to the Planning Commission for Architectural Permit (AP) 25-0153, subject to the findings, recommended conditions, and Class 1 and Class 31 CEQA categorical exemptions.
Reference: Aaron Campbell, Sr. Planner

Senior Planner, Aaron Campbell, presented staff report.

Project applicant Tessa Goble presented report.

Public Comment:

Lisa Ciani

Inge Lorentzen Daumer

ACTION: Upon motion by member Collins and seconded by Vice Chair Greening, the committee voted to recommend approval to the Planning Commission for Architectural Permit (AP) 25-0153, subject to findings, recommended conditions, and Class 1 and 31 CEQA categorical exemptions.

Recommended conditions:

- 1) Differentiate siding of modification from original historic siding**
- 2) Tree protection**

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee members Collins

NOES: None

ABSENT: None

- B. Historic Determination (HD) 25-0308 for 123 12th Street (APN 006-184-010-000)
Zoning District/General Plan Designation: R-3-PGR/ High Density Residential (19.8 du/ac)

Coastal Zone: Yes

Historic Resources Inventory: No

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

Recommended Action: Staff recommends the Historic Resources Committee (HRC) add 123 12th Street to the Historic Resources Inventory (HRI), based on the Phase 1 Historic Assessment (PAST Consultants, LLC, July 2025) findings, concluding that the subject property meets HRI eligibility requirements per PGMC §23.76.030.

Reference: Anna Bornstein, Associate Planner

Vice Chair Greening recused due to conflict of interest of residence proximity; however, by recusing, would disrupt the quorum, therefore, the “rule of necessity” allows the conflicted member to vote to enable a quorum.

Associate Planner, Anna Bornstein, presented staff report.

Project owners and historian Seth Bergstein presented reports.

Public Comment:

Inge Lorentzen Daumer

Lisa Ciani

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to add 123 12th Street to the Historic Resources Inventory based on the Historic assessment (PAST Consultants, October 2025) and evaluation criteria A, D, E, G, and I.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee members Collins

NOES: None

ABSENT: None

9. **CONTINUED AND ONGOING BUSINESS**

NONE

10. **NEW BUSINESS**

NONE

11. PRESENTATIONS

NONE

12. NEXT MEETING - SPECIAL MEETING ON DECEMBER 17, 2025, 1:00 TO 3:00 PM

13. ADJOURNMENT

2:02pm

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NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE

APPROVED MINUTES

SPECIAL MEETING AGENDA

Wednesday, December 17, 2025, 1:00 P.M.

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

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AGENDA

1. CALL TO ORDER & ROLL CALL

Chair Anton called the meeting to order at 3:00pm. Chair Anton conducted roll call with the following members present in the Chamber: Chair Anton, Vice Chair Greening, and committee member Collins.

2. APPROVAL OF AGENDA

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to approve the agenda as is.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

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

None

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Council member Rau made announcements.

5. **GENERAL PUBLIC COMMENT**

The following members of the public spoke:

**Lisa Ciani
Inge Lorentzen Daumer
Jane Haines**

A. **Written General Public Comment**

**Lisa Ciani
Inge Lorentzen Daumer**

CONSENT AGENDA

6. **REPORTS FOR INFORMATION ONLY**

None

7. **REPORTS REQUIRING ACTION**

A. **Minutes of the October 22, 2025 Historic Resources Committee Regular Meeting**

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve the minutes of the October 22, 2025, Historic Resources Committee Regular Meeting.

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

B. **Minutes of the November 19, 2025 Historic Resources Committee Special Meeting**

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve the minutes of the November 19, 2025, Historic Resources Committee Special Meeting.

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

ACTION: Upon motion by member Collins and seconded by Vice Chair Greening, the committee voted to approve the consent agenda as is.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

REGULAR AGENDA

8. PUBLIC HEARINGS

- A. Historic Resources Committee Community Goal Recommendations to City Council
Zoning District/General Plan Designation: N/A
Coastal Zone: N/A
Historic Resources Inventory: N/A
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378
Recommended Action: Discuss proposed goals for recommendation to the City Council within the guidance and parameters provided and approve up to 2 goals to recommend for City Council consideration for inclusion in the 2025-2027 Community Goals and Work plan.
Reference: Garrett McCown, Associate Planner

The following members of the public spoke:

Lisa Ciani

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to approve the following recommendation to City Council:

Goal #1: Restoration of Chautauqua Hall with a plan to promote its use for family and community events.

Goal #2: Establish the neighborhood character list and historic districts, while continuing with examination of historic homes on the HRI.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

9. **CONTINUED AND ONGOING BUSINESS**

None

10. **NEW BUSINESS**

None

11. **PRESENTATIONS**

None

12. **NEXT MEETING - January 28, 2026**

13. **ADJOURNMENT**

1:46 pm

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NOTICE OF MEETING

CITY OF PACIFIC GROVE

HISTORIC RESOURCES COMMITTEE

APPROVED MINUTES

REGULAR MEETING AGENDA

Wednesday, January 28, 2026, 3:00 P.M.

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

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AGENDA

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

Chair Anton called the meeting to order at 3:00pm. Chair Anton conducted roll call with the following members present in the Chamber: Chair Anton, Vice Chair Greening, and committee member Collins.

2. **APPROVAL OF AGENDA**

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to approve the agenda as amended. Item 8D (123 12th Street: AP/HPP 25-0098) continued to a date certain (February 25, 2026).

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

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

Chair Anton made announcements
Associate Planner McCown made announcements

4. **COUNCIL LIAISON ANNOUNCEMENTS**

Council member Rau made announcements

5. **GENERAL PUBLIC COMMENT**

None

A. **Written General Public Comment**

The following members of the public submitted written public comment:

Inge Lorentzen Daumer
Anthony Belleci

CONSENT AGENDA

6. **REPORTS FOR INFORMATION ONLY**

A. **Historic Resources Committee Recommendation to City Council**

Reference: Garrett McCown, Associate Planner

Recommended Action: Receive the December 17, 2025 Historic Resources Committee recommendation to the City Council. This recommendation was sent to the Historic Resources Committee Liaison on December 18, 2025.

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

7. **REPORTS REQUIRING ACTION**

A. **Minutes of the December 17, 2025, Historic Resources Committee Special Meeting**

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve minutes of the December 17, 2025, Historic Resources Committee Special Meeting.

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

B. **Initial Historic Screening (IHS) 25-0319 for 1229 Funston Avenue (APN 007-656-032-000)**

Zoning District/General Plan Designation: R-1/ Medium Density Residential (9.7 du/ac)

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Staff requests that the Historic Resources Committee recommend an Initial Historic Screening Determination of ineligibility to the Community Development Director for the property located at 1229 Funston Avenue. Based on the review of the City of Pacific Grove Historic Context Statement, property files, and the evaluation criteria listed in PGMC 23.76.025.

Reference: Garrett McCown, Associate Planner

- C. Initial Historic Screening (IHS) 25-0340 for 310 Cypress Avenue (APN 006-307-004-000)
Zoning District/General Plan Designation: R-1/ Medium Density Residential (12.1 du/ac)
Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Staff requests that the Historic Resources Committee recommend an Initial Historic Screening Determination of ineligibility to the Community Development Director for the property located at 310 Cypress Avenue or recommend a Phase I Historic Assessment be required for determination. Based on the review of the City of Pacific Grove Historic Context Statement, property files, Heritage Society files and the evaluation criteria listed in PGMC 23.76.025.

Reference: Garrett McCown, Associate Planner

ACTION: Upon motion by member Collins and seconded by Vice Chair Greening, the committee voted to approve the consent agenda as is.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

REGULAR AGENDA

8. **PUBLIC HEARINGS**

- A. Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0077 for 273 Lighthouse Ave (APN 006-254-001-000)
Zoning District/General Plan Designation: R-2 / High Density Residential (21.8 du/ac)
Coastal Zone: No
Historic Resources Inventory: Yes
CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation

Recommended Action: Staff recommends the Historic Resource Committee approve Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0077, subject to the findings, recommended conditions, and Class 1 and Class 31 Categorical Exemptions (CEQA Guidelines Section 15301 Existing Facilities and Section 15331 Historical Resource Restoration/Rehabilitation).

Reference: Anna Bornstein, Associate Planner

Associate Planner, Anna Bornstein, presented staff report.

Project applicant Eric Wynkoop and Jennifer Smith, owner, presented reports.

Public Comment:

Inge Lorentzen Daumer

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to approve Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0077, subject to findings, recommended conditions, and Class 1 and 31 CEQA categorical exemptions.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

- B. Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0185 for 687 Mermaid Avenue (APN 006-085-002-000)

Zoning District/General Plan Designation: R-3-PGB/High Density Residential 24.8 DU/ac

Coastal Zone: Yes

Historic Resources Inventory: Yes

CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation

Recommended Action: Staff recommends the Historic Resource Committee approve Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0185, subject to the findings, recommended conditions, and Class 1 and Class 31 Categorical Exemptions (CEQA Guidelines Section 15301 Existing Facilities and Section 15331 Historical Resource Restoration/Rehabilitation).

Reference: Anna Bornstein, Associate Planner

Associate Planner, Anna Bornstien, presented staff report.

Project applicant Jeanne Byrne, project historian Seth Bergstein, and Dominic Dutra, owner, presented reports.

Public Comment:

None

ACTION: Upon motion by member Collins and seconded by Vice Chair Greening, the committee voted to approve Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0185, subject to findings, recommended conditions, and Class 1 and 31 CEQA categorical exemptions.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee member Collins

NOES: None

ABSENT: None

- C. Architectural Permit (AP), Historic Preservation Permit (HPP), and Coastal Development Permit (CDP) 25-0186 for 689 Mermaid Avenue (APN 006-087-001-000)

Zoning District/General Plan Designation: R-3-PGB/High Density Residential 24.8 DU/ac

Coastal Zone: Yes

Historic Resources Inventory: Yes

CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation

Recommended Action: Staff recommends the Historic Resource Committee recommend the Planning Commission approve Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0186, subject to the findings, recommended conditions, and Class 1 and Class 31 Categorical Exemptions (CEQA Guidelines Section 15301 Existing Facilities and Section 15331, Historical Resource Restoration/Rehabilitation).

Reference: Garrett McCown, Associate Planner

Associate Planner, Garrett McCown, presented staff report.

Project applicant Jeanne Byrne and project historian Seth Bergstien presented reports.

Public Comment:

Inge Lorentzen Daumer

ACTION: Upon motion by Vice Chair Greening and seconded by member Collins, the committee voted to recommend approval to the Planning Commission for Architectural Permit (AP), Historic Preservation Permit (HPP) 25-0186, subject to findings, recommended conditions, and Class 1 and 31 CEQA categorical exemptions.

Motion carried 3-0, by the following vote:

AYES: Chair Anton, Vice Chair Greening, and committee members Collins

NOES: None

ABSENT: None

- D. Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0098 for 123 12th Street (APN 006-184-010-000)

Zoning District/General Plan Designation: R-3-PGR / High Density Residential (19.8 du/ac)

Coastal Zone: Yes

Historic Resources Inventory: Yes

CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation

Recommended Action: Staff recommends the Historic Resources Committee continue this item to a date certain, to be heard at the next regular meeting on February 25, 2026.

Reference: Anna Bornstein, Associate Planner

Continued to February 25, 2026, HRC Regular Meeting.

9. **CONTINUED AND ONGOING BUSINESS**

None

10. **NEW BUSINESS**

None

11. **PRESENTATIONS**

None

12. **NEXT MEETING - February 25, 2026**

13. **ADJOURNMENT**

3:59pm

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

HISTORIC RESOURCES COMMITTEE

APPROVED MEETING MINUTES

Wednesday, February 25, 2026, 3:00 P.M.

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

1. CALL TO ORDER & ROLL CALL

Committee Member Anton called the meeting to order at 3:00 pm and noted that all members were present. Present in chamber were: Members Anton, Greening, Disney, Covell, and Collins.

2. ELECTION OF OFFICERS

Recommended Action: Hold an election of Chair and Vice Chair, and appointment of Secretary, in accordance with the City's Boards, Committees, and Commissions Handbook dated March 20, 2024.

Reference: Garrett McCown, Associate Planner

Action: Member Greening nominated Member Anton for Chair of the Historic Resources Committee which was seconded by Member Covell.

Member Anton was elected Chair of the Historic Resources Committee by the following 5-0-0 vote:

Ayes: Members Greening, Covell, Collins, Disney, and Anton

Noes: None

Absent: None

Action: Member Collins nominated Member Greening for Vice Chair of the Historic Resources Committee which was seconded by Member Disney.

Member Greening was elected Vice Chair of the Historic Resources Committee by the following 5-0-0 vote:

Ayes: Chair Anton, Members Greening, Covell, Collins, and Disney

Noes: None

Absent: None

3. APPROVAL OF AGENDA

Action: On a motion by Member Covell and seconded by Member Disney the HRC voted to approve the agenda by the following vote:

Ayes: Chair Anton, Vice Chair Greening, Members Covell, Collins, and Disney

Noes: None

Absent: None

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

Chair Anton made committee announcements.

No Staff announcements were made.

5. **COUNCIL LIAISON ANNOUNCEMENTS**

No Council Liaison announcements were made.

6. **GENERAL PUBLIC COMMENT**

No general public comment.

CONSENT AGENDA

7. **REPORTS FOR INFORMATION ONLY**

8. **REPORTS REQUIRING ACTION**

A. Minutes of the January 28, 2026, Historic Resources Committee Regular Meeting

Reference: Garrett McCown, Associate Planner

Recommended Action: Approve minutes of the January 28, 2026, Historic Resources Committee Regular Meeting.

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

B. Initial Historic Screening 505 Granite Street APN 006-455-009

Zoning District/General Plan Designation: R-1

Coastal Zone: No

Historic Resources Inventory: No

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

Recommended Action: Staff requests that the Historic Resources Committee provide an Initial Historic Screening Determination recommendation to the Community Development Director for the property located at 505 Granite Street. Based on the review of the City of Pacific Grove Historic Context Statement, property files, and the evaluation criteria listed in PGMC 23.76.025, staff recommends the HRC make a determination of ineligibility.

Reference: Aaron Campbell, Sr. Planner

No public comment.

Action: On a motion by Member Covell and seconded by Member Disney the HRC voted to approve the consent agenda by the following vote (5-0-0):

Ayes: Chair Anton, Vice Chair Greening, Members Covell, Collins, and Disney

Noes: None

Absent: None

REGULAR AGENDA

9. PUBLIC HEARINGS

- A. Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0098 for 123 12 St (APN 006-184-010-000)
Zoning District/General Plan Designation: R-3-PGR/High Density Residential 19.8 DU/ac
Coastal Zone: Yes
Historic Resources Inventory: Yes
CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation
Recommended Action: Staff recommend the Historic Resource Committee approve Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0098, subject to the findings, recommended conditions, and Class 1 and Class 31 Categorical Exemptions (CEQA Guidelines Section 15301 Existing Facilities and Section 15331, Historical Resource Restoration/Rehabilitation).
Reference: Anna Bornstein, Associate Planner

Vice Chair Greening recused herself as her property is within 500 feet of the proposed project property.

Associate Planner, Anna Bornstein provided the staff presentation.

Aaron Tollefson (designer) and Seth Bergstein (Historian) provided the applicant presentation.

Public Comment was made by Joe Dinofrio, Jeffrey Becom, and Inga Lorentzen Daumer.

Action: On a motion by Member Collins and seconded by Member Disney the HRC voted to approve Architectural Permit (AP) and Historic Preservation Permit (HPP) 25-0098, subject to the findings, recommended conditions, and Class 1 and Class 31 Categorical Exemptions (CEQA Guidelines Section 15301 Existing Facilities and Section 15331, Historical Resource Restoration/Rehabilitation) as amended to include matching a rolled roof eave and require that the windows be wood. The motion passed with the following vote (4-0-0-1):

Ayes: Chair Anton, Members Covell, Collins, and Disney

Noes: None

Absent: None

Recusal: Vice Chair Greening

- B. Architectural Permit (AP) and Use Permit (UP) 25-0231 for 220 Willow Street (APN: 006-312006-000)
Zoning District/General Plan Designation: R-1/ Medium Density Residential (12.1 du/ac)
Coastal Zone: No
Historic Resources Inventory: Yes
CEQA: Categorical Exemption, CEQA Guidelines 15331, Historical Resources Restoration/Rehabilitation

Recommended Action: Staff recommend the Historic Resource Committee recommend the Planning Commission approve Architectural Permit (AP) and Use Permit (UP) 25-0231, subject to the findings, recommended conditions, and Class 1 and 31 Categorical Exemption (CEQA Guidelines Section 15301 Existing Facilities and Section 15331, Historical Resource Restoration/Rehabilitation).

Reference: Garrett McCown, Associate Planner

Senior Planner, Aaron Campbell provided the staff presentation.

Aaron Tollefson (designer) and Seth Bergstein (historian) provided the applicant presentation.

No public comment was made.

Action: On a motion by Member Collins and seconded by Vice Chair Greening the HRC voted to recommend the Planning Commission approve Architectural Permit (AP) and Use Permit (UP) 25-0231, subject to the findings, recommended conditions, and Class 1 and 31 Categorical Exemption (CEQA Guidelines Section 15301 Existing Facilities and Section 15331, Historical Resource Restoration/Rehabilitation). The motion passed with the following vote (5-0-0):

Ayes: Chair Anton, Vice Chair Greening, Members Covell, Collins, and Disney

Noes: None

Absent: None

- C. Historic Determination (HD) 26-0020; 105 4th Street (Martine Inn) APN 006-221-008

Zoning District/General Plan Designation: R-3-PGR

Coastal Zone: Yes

Historic Resources Inventory: Yes

CEQA: Proposed Ordinance not subject to CEQA based on Guideline Sections: 15060(c)(3) and 15378; 15060(c)(2); 15061(b)(3); and 150308

Recommended Action: Staff recommend the Historic Resources Committee (HRC) remove 105 4th Street (also identified as 255 Ocean View Boulevard and the Martine Inn) from the Historic Resources Inventory (HRI), based on the conclusions of the Phase 1 Historic Assessment (Supernowicz, December 31, 2025) confirming HRI ineligibility.

Reference: Aaron Campbell, Senior Planner

Senior Planner, Aaron Campbell provided the staff presentation.

Mei-lan Tan (architect) and Dana Supernowicz (historian) provided the applicant presentation.

Public Comment was made by Inga Lorentzen Daumer and Thom Akeman.

Action: On a motion by Member Covell and seconded by Member Collins the Historic Resources Committee (HRC) voted to remove 105 4th Street (also identified as 255 Ocean View Boulevard and the Martine Inn) from the Historic Resources Inventory (HRI), based on the conclusions of the Phase 1 Historic Assessment (Supernowicz, December 31, 2025) confirming HRI ineligibility. The motion passed with the following vote (5-0-0):

Ayes: Chair Anton, Vice Chair Greening, Members Covell, Collins, and Disney

Noes: None

Absent: None

10. **CONTINUED AND ONGOING BUSINESS**

NONE

11. **NEW BUSINESS**

NONE

12. **PRESENTATIONS**

NONE

13. **NEXT MEETING - March 25, 2026**

14. **ADJOURNMENT – 4:18 PM**



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Jon Biggs, Community Development Director
MEETING DATE: April 15, 2026
SUBJECT: Proposed Amendments to the R-3, C-1, C-2, and R-3-M Zoning Regulations
CEQA: Environmental Impact Report

RECOMMENDATION

1. Consider the Addendum to the Certified Environmental Impact Report (EIR);
2. Introduce and hold first reading of an Ordinance Amending Chapters 23.24, 23.32, and 23.52 of Title 23, Zoning, of the Pacific Grove Municipal Code;
3. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

DISCUSSION

BACKGROUND

The City, its consultant team, and the citizens of Pacific Grove have been working on the Pacific Grove General Plan 6th Cycle, 2023-2031 Housing Element Update (HE) for several years. In November of 2025, the Planning Commission held a public hearing on the HE and voted to adopt a resolution recommending approval of:

- A resolution of the City Council certifying the Final EIR,
- A resolution of the City Council approving the "Project", which includes amending the text, policies, figures, and maps of the Pacific Grove General Plan to adopt the 2023-2031 Housing Element; amending the Land Use and Health and Safety Elements and the Land Use Map; adopting the CEQA Findings of Fact, including a Statement of Overriding Considerations; and adopting the Mitigation Monitoring and Reporting Program (MMRP), and
- An ordinance of the City Council adopting amendments to Title 23, Zoning, of the Pacific Grove Municipal Code and the Zoning Map.

In December of 2025, the City Council agreed with the recommendation of the Planning Commission and certified the Program EIR prepared for the project, approved the Housing Element along with the other amendments to the City's General Plan, and adopted amendments to the Zoning Code (Title 23 Zoning of the Pacific Grove Municipal Code) and amendments to the Land Use and Zoning maps.

Following approval of the Project by the City Council in December of 2025, the consultant team and staff submitted the approved housing element, rezonings and up-zonings to the State of California Department of Housing and Community Development (HCD) for certification review. In February of 2026, HCD informed the City that the rezonings do not meet all the statutory requirements pursuant to

Government Code section 65583.2, subdivision (h). Specifically, HCD noted that the C-1, C-2, and R-3 zones do not meet minimum density requirements and that revisions to rezoning will be necessary to comply with State Housing Element Law.

In order to address HCD's concerns and achieve certification of the Housing Element, amendments to the City's zoning regulations are proposed. The amendments include:

- Addition of a minimum density requirement of 20 units per acre for multiple dwellings to Chapter 23.24 R-3 Districts of Title 23 Zoning of the Pacific Grove Municipal Code.
- Addition of a minimum density requirement of 20 units per acre to Chapter 23.31 Commercial and Industrial Zoning Districts of Title 23 Zoning of the Pacific Grove Municipal Code.

One additional amendment to the zoning code being brought forward is the proposed restoration of inadvertently deleted words to Chapter 23.52 R-3-M Districts of Title 23 of the Pacific Grove Municipal Code.

Included with this agenda report are the following attachments:

- Planning Commission Resolution of Recommendation to City Council
- Draft Addendum to the Final EIR
- Draft Ordinance Amending Title 23, Zoning of the Pacific Grove Municipal Code
- Draft Amendments to Zoning Code Sections (tracked version)
- Draft Amendments to Zoning Code Sections (clean version)
- February 2026 Letter from HCD
- Diagram of the R-3, C-1, and C-2 Zone District Locations in the City
- Public Comment

Following is a more detailed discussion of the key elements of the Project.

DISCUSSION

Environmental Review

An Environmental Impact Report (EIR) and a Mitigation and Monitoring and Reporting Plan (MMRP) were prepared for the Housing Element Update, including the Zoning Ordinance and General Plan Amendments, in accordance to Article 6, CCR Title 14, California Environmental Quality Act (CEQA) Guidelines and circulated to the State Clearinghouse (SCH#2024010897). On December 17, 2025, the City Council certified the final EIR and MMRP (Resolution No. 25 - 029). The proposed zoning amendments are consistent with the analysis and conclusions of the previously certified Final EIR.

Under CEQA, a lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary to the EIR but none of the conditions described in State CEQA Guidelines section 15162 calling for preparation for a subsequent EIR have occurred. (State CEQA Guidelines, §15164(a).) State CEQA Guidelines section 15162 provides that when an IS/MND has been certified for a project, a subsequent EIR shall be prepared for that project if the lead agency determines one or more of the following have occurred:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous IS/MND... due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous IS/MND... due to the involvement of

new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous IS/MND was certified as complete ... shows any of the following:

- (A) The project will have one or more significant effects not discussed in the previous IS/MND;
- (B) Significant effects previously examined will be substantially more severe than shown in the previous IS/MND;
- (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
- (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous IS/MND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based on the analysis presented in the Addendum, none of the above have occurred and there is no substantial evidence in light of the whole record that the proposed modifications to the project would result in new significant environmental effects or a substantial increase in the severity of a previously identified significant effect relative to the previously approved Housing Element Update Project EIR. Additionally, there is no new information not previously known that shows new significant environmental effects or an increase in the severity of previously identified significant effects. For these reasons, preparation of a supplemental or subsequent EIR is not required and an addendum is appropriate.

The EIR prepared for the Housing Element Update project can be reviewed and considered at the following link: [Housing Element EIR](#)

An addendum needs not be circulated for public review and can be attached to the EIR pursuant to State CEQA Guidelines, §15164(c).

Proposed Ordinance Amendments

In order to address HCD's concerns and achieve certification of its Housing Element, an amendment to the rezoning is proposed. The amendment includes:

- Addition of a minimum density requirement of 20 units per acre for multiple dwellings to Chapter 23.24 R-3 Districts of Title 23 Zoning of the Pacific Grove Municipal Code. The minimum density requirement of 20 units per acre has been included in a new subsection found at 23.24.052 Minimum density multiple dwellings
- Addition of a minimum density requirement of 20 units per acre to Chapter 23.31 Commercial and Industrial Zoning Districts of Title 23 Zoning of the Pacific Grove Municipal Code. The minimum density requirement of 20 units per acre has been included in the table at subsection 23.31.040 Commercial and industrial zoning districts development standards.

One additional amendment to the zoning code being brought forward is the proposed restoration of inadvertently deleted of words to Chapter 23.52 R-3-M Districts of Title 23 of the Pacific Grove Municipal Code. The restored words are underlined in the following:

23.52.030 (b) A minimum setback of 20 feet shall be required for all structures in a R-3-M development which abut R-1, R-H, or R-2 property, including streets abutting same. The setback shall be 10 feet for commercial or other R-3-M developments or districts. Eave projections may extend up to three feet into any required yard, but in no case may be closer than three feet to any property line.

The amendments to the R-3, C-1, and C-2 zone districts have been reviewed with HCD staff who

indicated during the meeting that they addressed the issues raised by HCD in its February 2026 letter. (Note that HCD has requested, and staff has provided, a schedule to achieve these code amendments so that it can track the City's progress towards achieving a certified housing element)

Analysis

The addition of minimum densities is intended to ensure that appropriate standards have been established to accommodate growth, or in this case, the Regional Housing Needs Allocation (RHNA) of 1,125 units that have been assigned to Pacific Grove as part of this Housing Element Update. As HCD has indicated, they are a component of State housing laws, and the City is being required to include them in its rezoning so that certification of the City's Housing Element can be obtained. The zoning amendments approved by the City Council in December 2025 did include minimum density requirements for the C-D and C-FH zone districts, which reflects a trend to include standards that promote housing development that help achieve the RHNA.

As for the restoration of words to subsection 23.52.030 (b), the change to this subsection in December of 2025 was an artifact from earlier rezoning drafts that were inadvertently left in the draft rezoning ordinance and without the restored words the sentence has little meaning; thus, it is appropriate to restore the words.

RECOMMENDATION

At a special meeting on March 26, 2026, the Planning Commission recommended that the City Council consider the Addendum to the Certified EIR and introduce the Ordinance Amending Chapters 23.24, 23.32, and 23.52 of Title 23, Zoning, of the Pacific Grove Municipal Code.

A resolution reflecting this recommendation was adopted by the Planning Commission and is included with this agenda report as attachment number one (1).

ATTACHMENTS

1. Planning Commission Resolution of Recommendation to City Council
2. Draft Addendum to the Final EIR
3. Draft Ordinance Amending Title 23, Zoning of the Pacific Grove Municipal Code
4. Draft Amendments to Zoning Code Sections (tracked version)
5. Draft Amendments to Zoning Code Sections (clean version)
6. February 2026 Letter from HCD

OPTIONS

1. Agree with the recommendation of the Planning Commission.
2. Decline to agree with the Planning Commission recommendation.
3. Refer the proposed zoning ordinance amendments to staff to address concerns raised by the City Council.

FINANCIAL IMPACT:

Processing the proposed changes to the zoning regulations is funded through the General Fund budget allocation for the Housing Element Update.

FOCUSED PRIORITY AREA: Community Development

Attachments

1. Planning Commission Resolution of Recommendation to City Council

2. Draft Addendum to the Final EIR
3. Draft Ordinance Amending Title 23, Zoning of the Pacific Grove Municipal Code
4. Draft Amendments to Zoning Code Sections (tracked version)
5. Draft Amendments to Zoning Code Sections (clean version)
6. February 2026 Letter from HCD
7. Diagram of the R-3, C-1, and C-2 Zone District Locations in the City
8. Public Comment

RESOLUTION 26 - 001

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PACIFIC GROVE RECOMMENDING THE CITY COUNCIL CONSIDER THE ADDENDUM TO THE FINAL ENVIRONMENTAL IMPACT REPORT CERTIFIED FOR THE HOUSING ELEMENT UPDATE PROJECT AND AMEND CHAPTERS 23.24 (R-3 DISTRICTS), 23.31 (COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS) AND 23.52 (R-3-M DISTRICTS) TITLE 23 ZONING OF THE PACIFIC GROVE MUNICIPAL CODE

RECITALS

Whereas, Government Code Section 65300, *et seq.*, requires each city to adopt a comprehensive, long-term General Plan for the physical development of each city; and

Whereas, on October 5, 1994, the City Council of the City of Pacific Grove ("City") adopted a city-wide General Plan ("General Plan") pursuant to California Planning, Zoning and Development law; and

Whereas, there is a statutory recognition that the availability of housing is a matter of statewide importance and that cooperation between government and the private sector is critical to attainment of the State's housing goals; and

Whereas, California Government Code Section 65588(b) requires the City to periodically prepare an update to the Housing Element of its General Plan; and

Whereas, on August 17, 2022, the City Council by motion and unanimous vote (7 - 0) at a public hearing, authorized and directed City staff to initiate a focused general plan update to meet the minimum requirements in connection with the 2023-2031 6th Cycle Housing Element Update; and

Whereas, beginning in April 2022, the City conducted more than 19 public meetings before either the Planning Commission or the City Council to provide information, obtain public comment, seek direction from elected and appointed officials, and consider the Housing Element Update project; and

Whereas, amendments to the City's Zoning Ordinance and Zoning Map are required to implement Housing Element Programs including upzoning sites in the Downtown Commercial and Forest Hill Commercial Districts and rezoning sites in the Dennett, Sinex, and Grove Acre District, the City has considered the proposed Zoning amendments through two dedicated study sessions of the Planning Commission; and

Whereas, the City determined that an Environmental Impact Report (EIR) should be prepared for the proposed project, in accordance with the requirements of the California Environmental Quality Act (CEQA) including Section 15168 of the CEQA Guidelines and subsequently issued a Notice of Preparation on January 29, 2024 and conducted a Scoping Meeting on February 15, 2024 in accordance with Public Resources Code Sections 21092 and 21083.9 respectively; and

Whereas, the draft 2023-2031 Housing Element of the General Plan and revisions thereto (the "Housing Element") was made available for public review and comment and

provided to the State Department of Housing and Community Development (HCD) in accordance with all applicable statutory requirements; and

Whereas, proposed amendments to Title 23, Zoning of the Pacific Grove Municipal Code and Zoning Map were necessary to implement the Housing Element and associated amendments to the Land Use Element and Land Use Map; and

Whereas, on July 10, 2025, the City received a letter of conditional approval from HCD indicating the revised 2023-2031 Housing Element is in substantial compliance with state Housing Element Law following re-adoption of the changes and submittal of the final document to HCD; and

Whereas, the Draft Environmental Impact Report (“Draft EIR”) was circulated for a 46-day public review comment period from June 30, 2025 to August 15, 2025; and

Whereas, on November 3, 2025, the City released its Responses to Comments document, which consists of all written comment letters received on the Draft EIR, written responses to all written comment letters received on the Draft EIR, revisions to the Draft EIR, and the Mitigation Monitoring and Reporting Program; and

Whereas, the “Final EIR” consists of the Draft EIR and its appendices, and the Responses to Comments document; and

Whereas, on November 13, 2025, the Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution No. 25-001 recommending that the City Council certify the Final EIR, adopt amendments to the City’s General Plan, Land Use Map, Zoning Ordinance and Zoning Map, and make CEQA Findings of Fact and adopt a Statement of Overriding Considerations, and adopt the Mitigation Monitoring and Reporting Program; and

Whereas, on December 17, 2025, the City Council of the City of Pacific Grove reviewed and considered and found that the Final EIR is an accurate and objective statement that has been completed in full compliance with CEQA and the CEQA Guidelines and it reflects the independent judgment and analysis of the City. The City Council declared that no evidence of new significant impacts or any new information of “substantial importance” as defined by CEQA Guidelines Section 15088.5, was received by the City after circulation of the Draft EIR that would require recirculation. Therefore, the City Council certified the Final EIR based on the entirety of the record of proceedings; and

Whereas, At its meeting of December 17, 2025, the City Council adopted a resolution repealing the 2015-2023 Housing Element in its entirety and replaced it with the 2023-2031 Housing Element and also adopted amendments to the Pacific Grove General Plan Land Use Element and the Health and Safety Element of the General Plan; and

Whereas, At its meeting of December 17, 2025 the City Council introduced an ordinance amending Title 23, Zoning of the Pacific Grove Municipal Code; and

Whereas, At its meeting of January 21, 2026 the City Council held a second reading and adopted an ordinance amending Title 23, Zoning of the Pacific Grove Municipal Code; and

Whereas, City staff forwarded the adopted ordinance to the California Department of Housing and Community Development (HCD) for review and certification of conformance with the requirements of California Government Code Sections 65580 et. seq.; and

Whereas, In a letter dated February 27, 2026 HCD notified the City that the changes to Title 23, Zoning of the Pacific Grove Municipal Code do not meet all the statutory requirements pursuant to Government Code section 65583.2, subdivision (h) and that revisions to the rezoning to include minimum density requirements for the C-1, C-2 and R-3 are required to comply with State Housing Element Law; and

Whereas, City staff collaborated with HCD to revise the rezoning documents to meet the statutory requirements; and

Whereas, staff identified a minor amendment to Section 23.52.030 of R-3-M zoning regulations in which four words were inadvertently deleted in the December 2025 amendments to Title 23, Zoning of the Pacific Grove Municipal Code and the deletion of these words was unintended and needs to be rescinded; and

Whereas, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15164(a), the City prepared an Addendum to the previously certified EIR. Only minor technical changes or additions are necessary and none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred. The City Council's prior certification of the EIR remains valid, and this amendment remains consistent with that certification, and both the EIR and Addendum are incorporated herein by reference; and

Whereas, pursuant to Government Code Section 65350, *et seq.*, and Title 23 of the Pacific Grove Municipal Code (PGMC), the City may amend Title 23, Zoning of the Pacific Grove Municipal Code provided the City follows certain procedures, including that the Planning Commission hold a noticed public hearing and make a written recommendation to the City Council on the proposed amendment to the Zoning Code; and

Whereas, on March 26, 2026, the Planning Commission held a duly noticed public hearing to consider and make recommendations to the City Council regarding the proposed amendments to Title 23, Zoning of the Pacific Grove Municipal Code; and

Whereas, pursuant to Government Code Sections 65090, 65091, 65353, and 65854, on March 16, 2026, at least 10 days before the public hearing date, notice of the hearing before the Planning Commission was published in the Monterey Herald, posted at City Hall, posted on the City's Community Development Department and Housing Element webpages, and emailed to a list of interested parties.

NOW, THEREFORE, BE IT RESOLVED, pursuant to PGMC Section 23.84.060, Findings, in consideration of the proposed amendments, the Planning Commission considered the entirety of the record, including the final Environmental Impact Report, the draft amendment documents, the agenda report, written and oral testimony, and administrative record as a whole and, on that basis, the Planning Commission of the City of Pacific Grove finds that:

A. Title 23, Zoning Code Amendments

1. The proposed amendments are consistent with the General Plan and, if applicable, the certified local coastal program; and
2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the city; and

3. The proposed amendments are internally consistent with other applicable provisions of the Zoning Ordinance; and
4. The sites are physically suitable (including ability to meet requested zoning regulations, access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF PACIFIC GROVE:

1. The Planning Commission determines that each of the Recitals and Findings set forth above are true and correct, and by this reference incorporates those Recitals and Findings as an integral part of this Resolution. All Exhibits and Attachments hereto are hereby incorporated by reference.
2. The Planning Commission considered the Addendum and the Final Environmental Impact Report (EIR).
3. The Planning Commission hereby recommends that the City Council adopt an ordinance amending the Zoning Code (Title 23 of the Pacific Grove Municipal Code) in support of implementation of the 6th Cycle Housing Element, all of which are attached to the Planning Commission Agenda Report for its Special Meeting of March 26, 2026, and hereby incorporated by reference.
4. The Planning Commission hereby recommends that the City Council direct a Notice of Determination to be filed and posted with the County Clerk and the State Clearinghouse within five working days of the approval of these amendments.
5. This Resolution shall become effective immediately following passage and adoption thereof.

PASSED AND ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF PACIFIC GROVE THIS 26th DAY OF MARCH, 2026, BY THE FOLLOWING VOTE:

AYES: KUBICA, LOH, MYERS, STERBICK, & SWEIGERT

NOES: NONE

ABSENT: DAVISON & MOURLAM

ABSTAIN: NONE

APPROVED:

DocuSigned by:
Andrew Kubica

ANDREW KUBICA, Chair

ATTEST:

Signed by:
Jon Biggs
JON BIGGS, Secretary



CITY OF PACIFIC GROVE

Pacific Grove Housing Element Update, Zoning Ordinance
Amendments, and General Plan Amendments

An Addendum to the Final Environmental Impact Report
Certified by the Pacific Grove City Council on December 17, 2025

Prepared by:

Jon Biggs, Community Development Director

300 FOREST AVE.

PACIFIC GROVE, CA 93950

SCH # 2024010897

Planning Commission Special Meeting – March 26, 2026

City Council Regular Meeting – April 15, 2026

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1.0 INTRODUCTION

This document is an Addendum to the Final Environmental Impact Report (EIR) prepared for the City of Pacific Grove Housing Element Update (6th Cycle, 2023-2031) Project (Project), State Clearinghouse No. 2024010897, and has been prepared pursuant to the California Environmental Quality Act (CEQA; Pub. Resources Code, §21000 et seq.). The project was approved and the EIR certified by the Pacific Grove City Council in December of 2025. Along with project approval and EIR certification, the Pacific Grove City Council adopted a Mitigation Monitoring and Reporting Program (MMRP) as required by CEQA.

The approved project includes amendments to the Pacific Grove General Plan Housing Element, Land Use Element, Health and Safety Element, plus amendments to the General Plan Land Use Map, and Zoning Ordinance plus Zoning Map Amendments.

The purpose of the project is to create a housing element that addresses the City's fair share of the regional housing needs and meet specific state statutory requirements plus reflect the vision and priorities of the local community. In October 2022, the Association of Monterey Bay Area Governments (AMBAG) adopted a RHNA plan, allocating 1,125 units for Pacific Grove, of which 599 units must be affordable to low-income or very low-income households. The California Department of Housing and Community Development (HCD) requires local jurisdictions to identify sufficient housing sites to cover the jurisdiction's 6th Cycle RHNA. HCD also recommends that jurisdictions provide additional buffer capacity above the RHNA. The "No Net Loss" law (Government Code Section 65863) requires maintenance of sufficient sites to meet the RHNA for all income levels throughout the planning period. When accounting for pending and approved projects, estimated development of accessory dwelling units, and a 20 percent buffer to facilitate compliance with the "No Net Loss" law, the City must demonstrate its ability to allow for the development of 999 housing units.

The City has prepared this Addendum to Housing Element Project EIR to address direction from the State of California Department of Housing and Community Development (HCD) to include minimum density requirements for the C-1, C-2, and R-3 zone districts and, of its own initiative, to restore the inadvertent deletion of words in the R-3-M Zone District.

In accordance with CEQA, this Addendum describes the previously approved Project and provides an explanation of the decision not to prepare a subsequent EIR pursuant to Section 15152 of the State of California CEQA Guidelines.

For the reasons presented below, the proposed addition of minimum densities to the C-1, C-2, and R-3 plus the restoration of words inadvertently deleted in the R-3-M zoning district regulations in a prior zoning code amendment will not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects and, therefore, the modifications to the previously approved Project does not trigger the need for further environmental analysis in a subsequent or supplemental EIR under the requirements of CEQA and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.).

1.1 SUPPLEMENTAL OR SUBSEQUENT INITIAL STUDY NOT REQUIRED

Under CEQA, a lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary to the EIR but none of the conditions described in State CEQA Guidelines section 15162 calling for preparation for a subsequent EIR have occurred. (State CEQA Guidelines, §15164(a).)

State CEQA Guidelines section 15162 provides that when an IS/MND has been certified for a project, a subsequent EIR shall be prepared for that project if the lead agency determines one or more of the following have occurred:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous IS/MND... due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous IS/MND... due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous IS/MND was certified as complete ... shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous IS/MND...;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous IS/MND;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous IS/MND would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

As explained below in Section 2.0, there is no substantial evidence in light of the whole record that the proposed revisions to the Project would result in new significant environmental effects or a substantial increase in the severity of a previously identified significant effect. Additionally, there is no new information not previously known that shows new significant environmental effects or an increase in the severity of previously identified significant effects. For these reasons, preparation of an addendum is appropriate under these circumstances.

An addendum need not be circulated for public review and can be attached to the EIR pursuant to State CEQA Guidelines, §15164(c).

2.0 ANALYSIS

This section describes the previously approved Housing Element Update Project and the proposed modifications to the zoning regulations. Following the project description, the section provides support for the decision to prepare an addendum to the certified EIR for the Project.

2.1 PROJECT DESCRIPTION

The approved project is the City of Pacific Grove Housing Element Update, Zoning Ordinance Amendments, General Plan Amendments and amendments to the General Plan Land Use and Zoning maps. The “Housing Element Update” encompasses the 6th Cycle Housing Element. The “Zoning Ordinance Amendments” covers rezonings and up-zonings determined to be necessary as a result of the Housing Element Update, additional rezonings proposed by the City, and the inclusion of objective design standards. The “General Plan Amendments” encompass updates to the Health and Safety Element and Land Use Element of the General Plan.

Following approval of the Project by the City Council in December of 2025, the consultant team and staff submitted the approved housing element, rezonings and up-zonings to HCD for certification review. In February of 2026, HCD informed the City that the rezonings do not meet all the statutory requirements pursuant to Government Code section 65583.2, subdivision (h). Specifically, HCD noted that the C-1, C-2, and R-3 zones do not meet minimum density requirements and that revisions to rezoning will be necessary to comply with State Housing Element Law.

In order to address HCD's concerns and achieve certification of its Housing Element, an amendment to the rezoning is proposed. The zoning amendments includes:

- Addition of a minimum density requirement of 20 units per acre for multiple dwellings to Chapter 23.24 R-3 Districts of Title 23 Zoning of the Pacific Grove Municipal Code.
- Addition of a minimum density requirement of 20 units per acre to Chapter 23.31 Commercial and Industrial Zoning Districts of Title 23 Zoning of the Pacific Grove Municipal Code.

One additional amendment to the zoning code being brought forward by the City is the proposed restoration of inadvertently deleted of words to Chapter 23.52 R-3-M Districts of Title 23 of the Pacific Grove Municipal Code.

The proposed rezoning amendments would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects beyond those previously identified in the EIR.

2.2 SUPPORT FOR ADDENDUM TO EIR

The Project in and of itself does not develop housing. It is a plan to provide for the possibility of housing, supported by consistent zoning standards. It is assumed that not all housing would realistically be built, based on previous development history in Pacific Grove, as housing development is mainly accomplished by the private sector and depends upon factors the City does not control, including financial resources, market trends, and other factors. However, for the purposes of this CEQA analysis, the program-level EIR analyzed all the possible potential growth facilitated by the Project.

The EIR analyzed a net increase of 2,335 new housing units and 292,578 commercial square feet. As described in Section 2.6.1, Housing Element Update, the Site Inventory represents a "realistic" buildout, primarily assuming site residential buildout of up to 70 percent of the maximum allowable density. In contrast, the growth projections provided in Table ES-1 and analyzed throughout this EIR assume a residential buildout of up to 100 percent of the maximum density. Growth projections analyzed in the EIR reflect varying levels of commercial buildout based on recent market and redevelopment trends in the city and region. This approach allowed for more conservative and comprehensive analysis. As such, the EIR used these figures to calculate and determine potential environmental impacts. In addition, because the EIR assumed a residential buildout of up to 100 percent of the maximum density, it evaluated additional housing units facilitated by Housing Element programs beyond those needed to meet the RHNA.

The EIR identified a maximum buildout for the project, which is a conservative assumption developed for the analysis of the environmental impacts. Overall, maximum growth is dependent on multiple factors, including local economic conditions, market demand, and other financing considerations. As discussed in Chapter 2 of the EIR, Project Description, in a maximum growth scenario, the Project is anticipated to facilitate development of up to approximately 2,335 new housing units.

It was the analysis of the maximum allowed buildout in the EIR that identified potential impacts of the Project, some of which were mitigated to a less than significant level, while some impacts were found to be significant and unavoidable for which the City Council adopted findings of overriding consideration. Since the addition of minimum densities to the R-3, C-1, and C-2 zone districts does not increase the buildout potential in the City, their impacts will not exceed those identified in the EIR and the inclusion of minimum densities in the C-D and C-FH (30 units per acre) in the original Project did not modify the full buildout analysis. Thus, the addition of minimum densities in the R-3, C-1, and C-2 zone districts will

not result in an increase in buildout potential or a need to evaluate impacts beyond those of the EIR certified by the City Council.

In addition, the restoration of some words inadvertently deleted in the R-3-M zone district does not have the potential to increase the severity of significant effects identified in the certified EIR; thus, this addendum to that EIR is appropriate.

2.3 CONCLUSION

Based on the analysis presented above, there is no substantial evidence in light of the whole record that the proposed modifications to the project would result in new significant environmental effects or a substantial increase in the severity of a previously identified significant effect relative to the previously approved Housing Element Update Project EIR. Additionally, there is no new information not previously known that shows new significant environmental effects or an increase in the severity of previously identified significant effects. For these reasons, preparation of a supplemental or subsequent EIR is not required and an addendum is appropriate.

ORDINANCE NO. 26-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
AMENDING CHAPTERS 23.24 (R-3 DISTRICTS), 23.31 (COMMERCIAL AND
INDUSTRIAL ZONING DISTRICTS) AND 23.52 (R-3-M DISTRICTS) OF TITLE 23
(ZONING) OF THE PACIFIC GROVE MUNICIPAL CODE**

Whereas, on August 17, 2022, the City Council by motion and unanimous vote (7 - 0) authorized and directed City staff to initiate a focused general plan update to meet the minimum requirements in connection with the 2023-2031 6th Cycle Housing Element Update which included proposed amendments to the City's Zoning Ordinance and Zoning Map; and

Whereas, the Zoning Ordinance and Zoning Map amendments were prepared in accordance with applicable statutory requirements taking into account public comment and consistency with the City's General Plan and related City policies; and

Whereas, on November 13, 2025, the Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution No. 25-001 recommending that the City Council certify the Final EIR, adopt amendments to the City's General Plan, Land Use Map, Zoning Ordinance and Zoning Map, and make CEQA Findings of Fact and adopt a Statement of Overriding Considerations, and adopt the Mitigation Monitoring and Reporting Program; and

Whereas, the Final Environmental Impact Report (EIR) prepared for the project which included the Zoning Ordinance and Zoning Map amendments was certified by the City Council of the City of Pacific Grove on December 17, 2025, as set forth in City Council Resolution No. 25 - 029; and

Whereas, pursuant to Government Code Sections 65090, 65091, 65355, and 65856, on December 6, 2025, at least 10 days before the public hearing date, notice of the hearing before the City Council was published in the Monterey Herald, posted at City Hall, mailed to affected owners of the subject real property and property owners within 300' of the subject real property, posted on-site at each affected property, posted on the City's Community Development Department and Housing Element webpages, and emailed to a list of interested parties; and

Whereas, the ordinances were introduced at a special meeting of the City Council on December 17, 2025; and

Whereas, the City Clerk caused a summary of the ordinances to be published in the Monterey County Weekly on December 25, 2025; and

Whereas, the City Council held a second reading of the ordinances at a regular meeting of the Council held on January 21, 2026, and adopted the amendments as set forth in Ordinances 26 - 002 and 26 - 003; and

Whereas, City staff forwarded the adopted ordinances to the California Department of Housing and Community Development (HCD) for review and certification of conformance with the requirements of California Government Code Sections 65580 et. seq.; and

Whereas, In a letter dated February 27, 2026 HCD notified the City that the changes to Title 23, Zoning of the Pacific Grove Municipal Code do not meet all the statutory requirements pursuant to Government Code section 65583.2, subdivision (h) and that revisions to the rezoning

to include minimum density requirements for the C-1, C-2 and R-3 are required to comply with Stat Housing Element Law; and

Whereas, City staff collaborated with HCD to revise the rezoning documents to meet the statutory requirements; and

Whereas, staff identified a minor amendment to Section 23.52.030 of R-3-M zoning regulations in which four words were inadvertently deleted in the December 2025 amendments to Title 23, Zoning of the Pacific Grove Municipal Code and the deletion of these words was unintended and needs to be rescinded; and

Whereas, on March 26, 2026, the Planning Commission held a duly noticed public hearing and adopted Resolution No. 26 – ____ recommending that the City Council adopt the amendments to Chapters 23.24 (R-3 Districts), 23.31 (Commercial and Industrial Zoning Districts), and 23.52 (R-3-M Districts) of Title 23 (Zoning Ordinance) of the Pacific Grove Municipal Code; and

Whereas, pursuant to Government Code Sections 65090, 65091, 65355, and 65856, on _____, 2026, at least 10 days before the public hearing date, notice of the hearing before the City Council was published in the Monterey County Weekly, emailed to a list of interested parties, and posted at City Hall; and

Whereas, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15164(a), the City prepared an Addendum to the previously certified EIR. Only minor technical changes or additions are necessary and none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred. The City Council's prior certification of the EIR remains valid, and this amendment remains consistent with that certification, and both the EIR and Addendum are incorporated herein by reference; and

Whereas, the proposed amendments to Chapters 23.24, 23.31, and 23.52 were introduced at a regular meeting of the City Council on _____, 2026; and

Whereas, the City Clerk caused a summary of the ordinance to be published in the Monterey County Weekly on _____, 2026; and

Whereas, the City Council held a second reading of the ordinance at a regular meeting of the Council held on _____, 2026, and adopted the amendments to Chapters 23.24, 23.31, and 23.52 as set forth Ordinance 26 - ____; and

Whereas, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. FINDINGS.

The Pacific Grove City Council considered an Addendum along with the Environmental Impact Report, Planning Commission resolution, agenda reports, written and oral testimony, and administrative record as a whole, and hereby finds as follows:

A. The foregoing recitals are true and correct and are incorporated herein by reference each as an integral part of this Ordinance. All Attachments hereto are hereby incorporated by reference.

- B. The proposed amendments to the Zoning Ordinance are consistent with the General Plan and, if applicable, the certified local coastal program.
- C. The proposed amendments to the Zoning Ordinance would not be detrimental to the public interest, health, safety, convenience, or welfare of the city.
- D. The proposed amendments are internally consistent with other applicable provisions of the Zoning Ordinance.

SECTION 2. ZONING ORDINANCE AMENDMENTS.

Chapters 23.24 (R-3 Districts), 23.31 (Commercial and Industrial Zoning Districts), and 23.52 (R-3-M Districts) of Title 23 (Zoning) of the Pacific Grove Municipal Code are hereby amended as set forth in **Attachment A**.

SECTION 3. SEVERABILITY.

If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

SECTION 4. PUBLICATION.

The City Clerk is hereby directed to certify the passage of this Ordinance by the City Council of the City of Pacific Grove, California and cause the same to be published in accordance with State law.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE THIS ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

NICK SMITH, Mayor

ATTEST:

SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

ALEX J. LORCA, City Attorney

ATTACHMENT A

ZONING ORDINANCE TEXT AMENDMENTS – CHAPTERS 23.24, 23.31, AND 23.52

(to be inserted)

Title 23

ZONING¹

Chapters:

- 23.04 Purpose and Effect of Zoning Regulations**
- 23.08 Definitions**
- 23.12 Districts**
- 23.16 R-1 District and R-1-B Combined Districts**
- 23.20 R-2 District and R-2-B-3 Combined District**
- 23.24 R-3 Districts**
- 23.26 R-3-P.G.R. District**
- 23.28 R-4 District**
- 23.29 Condominium and Community Housing Conversions**
- 23.30 M-H Districts**
- 23.31 Commercial and Industrial Zoning Districts**
- 23.32 C-1-T Zone Condominiums**
- 23.33 *Repealed***
- 23.34 Limited Downtown Commercial (C-D)(C-1-T) Uses**
- 23.36 *Repealed***
- 23.40 *Repealed***
- 23.42 O District**
- 23.43 Initiative Restriction of Use of George Washington Park**
- 23.44 U Districts**
- 23.45 Initiative Ordinance Enacting Regulations for Multiple Unit Developments Involving Condominiums, Planned Unit Developments and Timeshares**
- 23.52 R-3-M Districts**
- 23.56 R-H District**
- 23.57 R-3-P.G.B. District**
- 23.58 *Repealed***
- 23.60 Planned Unit Development – PUD**
- 23.64 General Provisions and Exceptions**
- 23.68 Nonconforming Uses and Buildings**
- 23.70 Community Development Permit Review Authorities and Procedures**
- 23.72 Permit Application Filing and Processing**
- 23.73 Permit Implementation, Time Limits, and Extensions**
- 23.74 Appeals and Call-Ups**
- 23.76 Historic Preservation**
- 23.77 Environmental Impact Reports**
- 23.78 Sale of Residential Buildings**
- 23.79 Density Bonus and Affordable Housing Regulations**
- 23.80 Accessory Dwelling Units**
- 23.81 Reasonable Accommodation for Persons with Disabilities**
- 23.82 Interpretations of Permitted Use Lists**
- 23.84 Legislative Amendments**
- 23.86 Public Meeting and Hearing Procedures**
- 23.88 Enforcement**
- 23.90 Local Coastal Program Implementation Plan**
- 23.92 Cannabis Businesses**

¹ For statutory provisions, see California Government Code § 65800 et seq.

Chapter 23.24

R-3 DISTRICTS

Sections:

23.24.010	Generally.
23.24.020	Uses permitted.
23.24.030	Building height limit.
23.24.040	Building site area required.
23.24.050	Allowed building coverage.
23.24.051	Allowed site coverage.
<u>23.24.052</u>	<u>Minimum density multiple dwellings.</u>
23.24.060	Yards required.
23.24.070	Garbage areas.

23.24.010 Generally.

The regulations found in this chapter shall apply to all R-3 districts and shall be subject to the provisions of Chapter 23.64 PGMC. [Ord. 20-016 § 2, 2020; Ord. 382 N.S., 1962; Ord. 210 N.S. § 11-133(1)(a), 1952].

23.24.020 Uses permitted.

The following uses shall be permitted in the R-3 district:

- (a) Single- or two-family dwellings;
- (b) Second units as permitted by Chapter 23.80 PGMC;
- (c) Low-barrier navigation centers;
- (d) Transitional and supportive housing.
- (e) Employee housing.
- (f) Multiple dwellings, apartment houses and dwelling groups;
- (g) Rooming or boarding houses, subject to first securing a use permit (except for employee housing);
- (h) Accessory uses and buildings normally incidental to any in this section;
- (i) Single-Room Occupancies (SROs) subject to first securing a use permit;
- (j) State-licensed residential care facilities for seven or more persons, subject to first securing a use permit.

[Ord. 20-016 § 2, 2020; Ord. 16-005 § 4, 2016; Ord. 03-08 §§ 4, 5, 2003; Ord. 811 N.S., 1974; Ord. 795 N.S., 1974; Ord. 720 N.S. §§ 9, 10, 1972; Ord. 532 N.S. § 5, 1966; Ord. 453 N.S., 1964; Ord. 382 N.S., 1962; Ord. 210 N.S. § 11-133(1)(a), 1952].

23.24.030 Building height limit.

The maximum height of main buildings shall be 30 feet. [Ord. 20-016 § 2, 2020; Ord. 00-18 § 6, 2000; Ord. 1141 N.S. § 3, 1979; Ord. 720 N.S. § 3, 1972; Ord. 210 N.S. § 11-133(1)(b), 1952].

23.24.040 Building site area required.

For each building, or group of buildings, a minimum of 4,000 square feet and minimum width of 40 feet shall be required on interior lots. A minimum of 6,000 square feet and a minimum width of 60 feet shall be required on corner lots. In the subdivisions designated as additions to Pacific Grove Retreat and in the

Pacific Grove Retreat, where the lot sizes, as legally subdivided, are 30 by 60 feet, the minimum lot size shall be 3,600 square feet, with the lot lines along the lines of said subdivisions. Nothing contained herein shall authorize such smaller minimum lot sizes for any future subdivisions.

For each family unit in any building or group of buildings, a minimum of 1,500 square feet of land area shall be required. [Ord. 20-016 § 2, 2020; Ord. 1260 N.S. § 2, 1981; Ord. 720 N.S. § 1, 1972; Ord. 210 N.S. § 11-133(1)(c), 1952].

23.24.050 Allowed building coverage.

Maximum building coverage on all sites is 50 percent. [Ord. 12-003 § 5, 2012; Ord. 1193 N.S. § 2, 1980; Ord. 720 N.S. § 8, 1972; Ord. 593 N.S., 1968; Ord. 210 N.S. § 11-133(1)(d), 1952].

23.24.051 Allowed site coverage.

Maximum site coverage on all sites is 60 percent. [Ord. 12-003 § 5, 2012].

24.24.052 Minimum density multiple dwellings.

For multiple dwellings, apartment houses, and dwelling groups, the minimum density shall be 20 units per acre, rounded up to the nearest whole unit.

23.24.060 Yards required.

(a) Front Yards. The minimum required front yard shall be 12 feet. Driveways shall not occupy more than 40 percent of the street frontage, and on a corner lot, the combined coverage on all frontages shall not exceed 25 percent of the total street frontage. Fifty percent of the front yard area shall be landscaped. Such areas shall not be surfaced, covered, enclosed or treated in such a manner as to make it impossible or impractical to establish and maintain landscaping and gardening thereon. The area must be rectangular or composed of a series of rectangles not less than 10 feet in width.

(b) Side Yards. Side yards shall be 10 percent of lot width with a minimum requirement of three feet and a maximum of 10 feet; provided, however, on corner lots, the side yard abutting the street shall be 20 percent of the width of the lot, but need not exceed 10 feet.

(c) Rear Yards. Rear yards, excluding allowable horizontal projections described in PGMC 23.64.150, shall have the following minimums:

- (1) One-story building: five feet.
- (2) Two-story building: eight feet.
- (3) Three-story building: 10 feet.
- (4) Where a rear yard fronts on a street, the minimum rear yard shall be 12 feet.

(d) Special Yards and Distances Between Buildings.

(1) Distance between any buildings, which shall be free from the encroachment of overhanging eaves, shall be a minimum of eight feet. For buildings of three stories, the minimum shall be increased to 10 feet and for buildings of four stories or more the minimums shall be increased to 12 feet.

(2) Side yards providing access to single-row dwelling group: minimum 12 feet.

(3) Inner court providing access to double-row dwelling group: minimum 20 feet.

(e) Open Yard. Open yard required shall be 200 square feet per unit for all construction of five units or more.

(f) Decks, Porches and Parking Spaces. Decks and open porches over three feet above grade may project or extend four feet over a required yard area, but not closer than three feet to the property line and no closer to other buildings than the minimums set forth in subsection (d) of this section. Parking spaces in excess of the required space for each family unit may project into the rear yard area set forth in subsection (c) of this section. [Ord. 720 N.S. § 6, 1972; Ord. 593 N.S., 1968; Ord. 532 N.S. § 6, 1966; Ord. 478 N.S., 1964; Ord. 382 N.S., 1962; Ord. 210 N.S. § 11-133(1)(e), 1952].

23.24.070 Garbage areas.

Where there are three or more units, garbage areas for holding of garbage or refuse shall be constructed with a concrete floor and curb. The area shall be enclosed by a view-obscuring wall or fence designed in harmony with the building design. The enclosure shall be not less than five feet in height and equipped with a self-closing gate or door. Trash area shall have access to a driveway or public way. [Ord. 720 N.S. § 14, 1972].

Chapter 23.31

COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS

Sections:

- 23.31.010 Purpose.
- 23.31.020 Commercial and industrial zoning districts.
- 23.31.025 C-V-ATC zoning district – American Tin Cannery zoning.
- 23.31.030 Commercial and industrial zoning districts allowable land uses and permit requirements.
- 23.31.040 Commercial and industrial zoning districts development standards.

23.31.010 Purpose.

This chapter lists the commercial and industrial zoning districts as established by PGMC 23.12.010 and establishes the development standards and types of land uses permitted in each commercial and industrial zoning district. [Ord. 13-003 § 2, 2013].

23.31.020 Commercial and industrial zoning districts.

(a) Light Commercial (C-1). The C-1 zoning district provides for neighborhood scale and locally oriented retail, service, office uses, as well as residential uses.

(b) Light Commercial and Hotel (C-1-T). The C-1-T zoning district was enacted by citizen initiative, and the standards of the district are included in the applicable sections of this chapter without modification from the initiative.

(1) Intent of District. The intent of the C-1-T district as described by the initiative is as follows:

(A) It is the intent of the people of the city of Pacific Grove in enacting the ordinance codified in this chapter to establish a zone district in the city's downtown area where hotel use is permitted, as are all other uses listed in the C-1 district of this code, as said district may be from time to time amended by the council. The people have determined that the area of downtown defined by subsection (b)(2) of this section is appropriate for hotel development. Further, except as modified by this chapter, all provisions of the motel/hotel regulation ballot measure enacted by the people at the June 3, 1986, special municipal election, as set out at Chapter 23.52 PGMC, shall remain unchanged and in full force and effect.

(B) It is also the intent of the people of the city of Pacific Grove in enacting the ordinance codified in this chapter to provide for an exception to the strict regulations governing condominium development at Chapter 23.45 PGMC, said section enacted by the people at an election held in the city on November 2, 1982. The people have determined that the area of the downtown defined in subsection (b)(2) of this section is appropriate for condominium development in a manner less restrictive than defined by regulations set out in Chapter 23.45 PGMC. Further, except as modified by this chapter, the provisions of Chapter 23.45 PGMC shall remain unchanged and in full force and effect.

(2) Boundaries of District. The C-1-T district shall be that area defined by the block bounded by Lighthouse Avenue, Grand Avenue, Central Avenue and Fountain Avenue.

(3) Amendment. No provision of the C-1-T zoning district shall be repealed or amended except by a vote of the people.

(c) Downtown Commercial (C-D). The C-D zoning district is intended to provide for a range of uses including retail, restaurants, services, entertainment, and upper floor residential, and other compatible uses which enhance the vitality and character of the city's historic commercial core.

(d) Forest Hill Commercial (C-FH). The C-FH zoning district serves as an entrance to the city, offering a variety of commercial and service uses, as well as residential uses, while respecting nearby residential uses.

(e) Heavy Commercial (C-2). The C-2 zoning district is applied to areas of the city that are appropriate for limited residential uses, service commercial and light manufacturing uses, which may involve outdoor storage or activity areas.

(f) Visitor Commercial (C-V). The C-V zoning district is applied to areas of the city appropriate for retail sales, commercial services, and institutional uses oriented to tourism.

(g) Restricted Industrial (I). The I zoning district is applied to areas of the city that are appropriate for limited commercial uses, service commercial and light manufacturing uses, which may involve outdoor storage or activity areas. [Ord. 13-003 § 2, 2013].

23.31.025 C-V-ATC zoning district – American Tin Cannery zoning.

(a) Boundaries of District. The C-V-ATC zoning district shall apply to the American Tin Cannery site that is comprised of Assessor's Parcel Numbers 006-231-001, 006-234-004, and 006-234-005 and that segment of Sloat Avenue that is continuous to the American Tin Cannery site.

(b) Uses Permitted. Notwithstanding any other provision of the Pacific Grove Municipal Code, the following uses shall be permitted in the C-V-ATC zoning district:

(1) Hotels and any accessory uses, such as restaurants, bars and lounges, meeting and event facilities, spa and fitness facilities, parking, and buildings, spaces, and structures incidental to such uses, subject to first securing a use permit.

(2) All uses that are permitted in the C-V zoning district and additional uses permitted by subsequent amendment to the zoning ordinance.

(c) Development Standards. Development standards in the C-V-ATC zoning district, including floor area coverage, density, setbacks and height limits shall be in accordance with the applicable standards set forth in the local Coastal Program Land Use Plan, as updated or amended, or if no such standards are provided in the local coastal Program Land Use Plan, as updated or amended, in accordance with the standards set forth in the use permit or other required permit for a use allowed in the C-V-ATC zoning district.

(d) Except as modified by this section, all provisions of the motel/hotel regulation ballot measure enacted by the people at the June 3, 1986, special election, as set out at Chapter 23.52 PGMC, shall remain unchanged and in full force and effect. [Ord. 16-009A § 1, 2016].

23.31.030 Commercial and industrial zoning districts allowable land uses and permit requirements.

Key to Zoning District Symbols					
C-1	Light Commercial	C-FH	Forest Hill Commercial	I	Restricted Industrial
C-1-T	Light Commercial and Hotel	C-2	Heavy Commercial		
C-D	Downtown Commercial	C-V	Visitor Commercial		
P = Permitted use; counter review and determination required (see PGMC 23.70.020)				UP = Use permit required (see PGMC 23.70.080)	
AUP = Administrative use permit required (see PGMC 23.70.030)				-- = Use not allowed	

Table 23.31.030 Commercial and Industrial Zoning Districts Allowable Land Uses and Permit Requirements

Use	Specific Use Regulations (PGMC)	C-1 ¹	C-1-T ¹	C-D ¹	C-FH ¹	C-2	C-V ¹	I
Industry, Manufacturing and Processing								
Contract construction – no outdoor storage		P ²	P ²	--	P ²	P ^{3,4}	P ²	P ³
Contract construction – outdoor storage		--	--	--	--	P ^{3,4}	UP	UP
Construction, large-scale equipment sales and rental		--	--	--	--	P ^{3,4}	UP	UP
Industrial, light		UP	UP	--	UP	AUP ^{3,4}	UP	AUP ^{3,4}
Recycling facility		UP	UP	--	UP	UP	UP	UP
Research and development facility		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Storage – self-storage facility		--	--	--	--	AUP ³	AUP ²	AUP ³
Warehousing, wholesaling and distribution		--	--	--	--	P ³	P ²	P ³
Recreation, Education and Public Assembly								
Commercial recreation facility – indoor (≤ 10,000 sf)	7.08, 7.12, 23.64.035	P ²	P ²	P ²	P ²	P ³	P ²	P ³
Commercial recreation facility – outdoor		AUP ²	AUP ²	--	--	AUP ³	AUP ²	AUP ³
Community garden		AUP ⁵	AUP ⁵	AUP ⁵	AUP ⁵	AUP ⁵	AUP ⁵	--
Health/fitness studio (≤ 10,000 sf)		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Meeting facility, public or private (≤ 10,000 sf)		P ²	P ²	P ²	P ²	P ³	P	P ³
Park, playground (public)		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Public or quasi-public facility (≤ 10,000 sf)		P ²	P ²	P ²	P ²	P ³	P ²	P ³
School, specialty (≤ 10,000 sf)		P ²	P ²	P ²	P ²	P ³	P ²	--
Theater or auditorium (≤ 10,000 sf)		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Residential								

Use	Specific Use Regulations (PGMC)	C-1 ¹	C-1-T ¹	C-D ¹	C-FH ¹	C-2	C-V ¹	I
Accessory building or structure		P	P	P	P	P	--	UP
Condominium		UP	UP ⁶	UP	UP	UP	--	UP
Duplex		P	P	P	P	P	--	UP
Dwelling group		UP	UP	UP	UP	UP	--	UP
Emergency shelters ⁹		--	--	P	P	P	--	P ⁹
Employee housing for 6 or fewer persons ¹²		P	P	P	P	P		UP
Home business	23.16	P	P	P	P	P	--	UP
Large family day care home		UP	UP	UP	UP	UP	--	--
Low barrier navigation centers				P ⁹	P ⁹	P ⁹	--	P ⁹
Mixed-use (residential above or behind commercial)		P ²	P ²	P ²	P ²	P ³	--	--
Mobile home park		--	--	--	--	UP	--	UP
Multifamily dwelling								
7 or fewer units	23.28.020	P	P	P	P	P	--	UP
8 or more units	23.28.020	P	UP	P	P	UP	--	UP
Residential care								
Housing 6 or fewer persons		P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	-- ¹⁰	UP ¹⁰
Housing 7 or more persons		UP	UP	UP	UP	UP	--	UP
Rooming and boarding house ¹⁴		UP	UP	UP	UP	UP	--	UP
Second unit	23.80	P	P	P	P	P	--	UP
Single-family dwelling		P	P	P	P	P	--	UP
Single-Room Occupancy		P	P	P	P	P	--	UP
Transitional or supportive housing		P	P	P	P ¹¹	P ¹¹	--	UP ¹¹
Retail Sales								
Automobile/vehicle sales and rental		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Automobile/vehicle service station		AUP ²	AUP ²	--	AUP ²	AUP ³	AUP ²	AUP ³
Bar/tavern/nightclub		--	--	--	--	--	--	--

Use	Specific Use Regulations (PGMC)	C-1 ¹	C-1-T ¹	C-D ¹	C-FH ¹	C-2	C-V ¹	I
Brew pub with food service	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	--
Farmers market		UP	UP	UP	UP	UP	UP	--
Flea market		UP	UP	UP	UP	UP	UP	--
Micro-brewery	23.64.290	--	--	--	UP	UP	UP	UP
Pub or sports bar with food service	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	--
Restaurant, general and formula general								
w/ no alcohol sales	23.64.134	P ²	P ²	P ²	P ²	P ³	P ²	--
w/ alcohol sales	23.64.134, 23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	--
Restaurant, specialty (not formula)								
w/ no alcohol sales	23.64.134; if formula, see also 23.64.115	P ²	P ²	P ²	P ²	P ³	P ²	--
w/ beer and wine sales only	23.64.134, 23.64.290; if formula, see also 23.64.115	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	--
Restaurant, fast food (not formula) – w/ no alcohol sales	23.64.134; if formula, see also 23.64.115	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	--
Restaurant, drive-in/drive-through (not formula) – w/ no alcohol sales	23.64.134; if formula, see also 23.64.115	--	--	--	UP	--	--	--
Retail – general, except the following:		P ²	P ²	P ²	P ²	P ³	P ²	UP
Adult-oriented sales		UP ⁷	UP ⁷	--	UP ⁷	--	--	--
Alcoholic beverage sales		UP	UP	UP	UP	UP	AUP ²	--
Auction houses		P	--	--	P	P	P	P
Automobile rental		P	--	--	P	P	P	P
Bail bonds		P	--	--	P	P	P	P
Blood, plasma, tissue donation		P	--	--	P	P	P	P
Body piercing/tattoo parlor		P	--	--	P	P	P	P
Check cashing stores		--	--	--	P	P	P	P
Dollar/99 cent stores		--	--	--	P	P	P	P

Use	Specific Use Regulations (PGMC)	C-1 ¹	C-1-T ¹	C-D ¹	C-FH ¹	C-2	C-V ¹	I
Electric cigarette/e-vapor		P	--	--	P	P	P	P
Gold and silver exchange stores		P	--	--	P	P	P	P
Kennels or pet boarding**		P	--	--	P	P	P	P
Pawn shops		P	--	--	P	P	P	P
Recreational vehicle sales		P	--	--	P	P	P	P
Meeting halls or places of assembly		P	--	--	P	P	P	P
Tire sales and repair		P	--	--	P	P	P	P
Businesses from which minors excluded by law or owner		UP	UP	UP	UP	UP	UP	--
Floor area over 10,000 sf		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Operating between 12:00 a.m. and 7:00 a.m.		UP	UP	UP	UP	UP	UP	UP
Outdoor storage or displays		AUP	AUP	AUP	AUP	AUP ¹	AUP	AUP ¹
Retail – restricted		UP	UP	--	UP	UP	UP	UP
Wine bar	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Wine tasting room	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Services								
Animal keeping/training facilities or veterinary service		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Automobile/vehicle repair		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Bank or financial service, except the following:		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Floor area over 10,000 sf at street level		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
w/ drive-through		UP	UP	--	UP	UP	UP	UP
Business support service		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Car wash and detailing		AUP ²	AUP ²	--	AUP ²	AUP ³	AUP ²	AUP ³
Catering and events	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	UP	UP	UP

Use	Specific Use Regulations (PGMC)	C-1 ¹	C-1-T ¹	C-D ¹	C-FH ¹	C-2	C-V ¹	I
Equipment/appliance rental and repair		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Laundry or dry cleaning service		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Lodging								
Bed and breakfast inn –w/ beer and wine sales only	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Hotel or motel	23.64.290	--	UP ⁸	--	--	--	--	--
Medical service								
Ambulance service		UP	UP	--	UP	UP	UP	UP
Clinic or lab		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Medical office		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Hospital		UP	UP	--	--	UP	UP	UP
Mortuary or funeral home		UP	UP	--	UP	UP	UP	UP
Office, business or professional		P ²	P ²	P ²	P ²	P ³	UP	UP
Personal service	7.06	P ²	P ²	P ²	P ²	P ³	P ²	UP
Personal service – restricted		UP	UP	UP	UP	UP	UP	UP
Printing or creative service		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Transportation and Infrastructure								
Parking facility		UP	UP	UP	UP	UP	UP	UP
Public utility		UP	UP	UP	UP	UP	UP	UP
Radio or television station		UP	UP	UP	UP	UP	UP	UP
Taxi service	7.16	UP	UP	UP	UP	UP	UP	UP
Transit center		UP	UP	UP	UP	UP	UP	UP
Wireless telecommunication facility		UP	UP	UP	UP	UP	UP	UP
Temporary wireless telecommunications facility		CRD	CRD	CRD	CRD	CRD	CRD	CRD
Wireless eligible facilities request		AUP	AUP	AUP	AUP	AUP	AUP	AUP

End Notes:

1. No merchandise, tools, machinery, equipment, or materials shall be stored or displayed outside of a building, except as specifically permitted for retail uses under an administrative use permit. Temporary administrative use permits, good for not over 30 days, may be granted, pursuant to PGMC 23.70.030(b)(7), for temporary outdoor sales events of new merchandise by merchants holding use permits or otherwise qualified to operate within the applicable district; provided, that such outdoor sales are operated in

conjunction with their established retail operations, and for Christmas tree sales, or other sales on private property, connected with festivals or holidays.

2. The permit type specified in this table applies to any new or enlarged commercial use which totals 10,000 square feet or less of interior floor space. An administrative use permit is required for any new or enlarged commercial use which results in either the use of more than one structure on a building site or a total of more than 10,000 square feet of interior floor space. A use permit is required where any new or enlarged commercial use exceeds 25,000 square feet in interior floor space.

3. A use permit is required for any new building or addition which adds more than 25,000 square feet of interior floor space or which results in a building having more than 40 feet in height.

4. Such uses may be granted subject to a use permit, when conducted within a building or enclosed by a fence, subject to architectural approval by the appropriate review authority for design and landscaping pursuant to Chapter 23.70 PGMC; and provided, that said fence and landscaping shall be of sufficient height and screening capacity to prevent the view thereof from any adjacent street or sidewalk.

5. Community gardens on vacant lots may be permitted by administrative use permit, pursuant to PGMC 23.70.030(b)(7), and shall be reviewable every six months and subject to such conditions as the administrative use permit may prescribe. The application shall be accompanied by a written agreement by the owner to grant the city a lien for any cost incurred by the city in restoring such property to its condition prior to such use, in the event the owner fails to make such restoration after such use ceases.

6. Condominium use shall be allowed, subject to first securing a use permit in each case, and subject to the building height, site coverage, and yard requirements of this chapter. The provisions of Chapter 23.45 PGMC shall not apply to development of condominiums in the C-1-T district. The council shall, by ordinance, establish standards, conditions and other regulations to govern the development of condominiums in the C-1-T district. Until and unless such standards, conditions and other regulations are in place, no application for such development shall be accepted or processed. Such standards, conditions and regulations established by the council shall be in addition to and harmonious with state law governing condominium development. See also PGMC 23.31.020(b)(1)(B).

7. Adult-oriented sales may comprise no more than 25 percent of floor area or stock-in-trade of a general retail business, must be located in the rear of the general retail business, and must not be visible from the exterior of the general retail business.

8. Hotel uses shall be allowed, subject to first securing a use permit in each case, and subject to the building height, site coverage, and yard requirements of this chapter. All other regulations and conditions of approval shall be as provided by use permit approved pursuant to this title. Said regulations and conditions shall include, without limitation, provisions for architectural review, land area per unit, neighborhood compatibility, landscaping, parking, traffic and accessory buildings. Required parking, if any, may be located on or off site, the location to be designated by the use permit. See also PGMC 23.31.020(b)(1)(A).

9. Outside the coastal zone only. In addition to the requirements of PGMC 23.31.040, emergency shelters shall be subject to the following standards:

a. Maximum of 25 beds.

b. Off-street parking shall be provided at a rate of one space per each staff person on duty.

c. On-site management shall be provided at all times the shelter is open. A management and security plan shall be prepared in consultation with the city manager or his or her designee which shall describe hours of operation; staffing; house rules and occupant screening procedures; on- or off-site services to be provided; security measures to ensure the safety of the occupants of the shelter and surrounding areas; and communications protocols to ensure effective coordination between shelter management, adjacent property owners and residents, and public safety personnel.

d. No emergency shelter shall be established closer than 300 feet from another emergency shelter, measured from the nearest property line.

e. Waiting and intake areas shall be screened from view from the public right-of-way.

10. Permitted subject to the same standards as apply to other residential dwellings of the same type in the same zone.

11. Transitional and supportive housing developments shall be subject to the parking requirements of PGMC 23.64.190, with the exception of developments located within a one-half (0.5) mile distance of a transit stop where no off-street parking shall be required.

12. Rooming houses or boarding houses accommodating employee housing shall be subject to Employee Housing Act. See permitted uses and standards under employee housing.

**When not associated with a veterinary clinic.

[Ord. 20-001 § 2 (Exh. A), 2020; Ord. 16-005 § 6, 2016; Ord. 15-013 § 4, 2015; Ord. 13-003 § 2, 2013].

23.31.040 Commercial and industrial zoning districts development standards.

Table 23.31.040 Commercial and Industrial Zoning Districts Development Standards

	C-1 ⁷	C-1-T	C-D ⁷	C-FH ^{1,7}	C-2 ⁷	C-V	I
Building Placement Requirements							
Setbacks ^{1,2,3,4}							
Front, min. (max.) ⁶	0'	0'	0'	0' (20')	0'	0'	0'
Side (min.), except:	0'	0'	0'	0'	0'	0'	0'
Residential/ Mixed-use	10'	0'	5'	10'	0'	0'	0'
Adjacent to residential zone	5'	5'	5'	5'	5'	10'	10'
Rear (min.), except:	0'	0'	0'	10'	0'	0'	0'
Adjacent to residential zone	5'	5'	5'	10'	5'	10'	10'
Building Form Requirements							
Building height (max.) ⁴	45'	40' with max. site coverage of 75%; 30' with max. site coverage of 90%	40'	35'	40'	40' with max. site coverage of 75%; 30' with max. site coverage of 90%	40'
Site coverage (max.)	90%	75 – 90%, depending on building height	100%	75%	90%	75 – 90%, depending on building height	90%
Stepbacks for portion of building above 25 feet							
Front, min	8' ⁵	0'	0'	8'	0'	--	--
Side, min	0'	0'	0'	0'	0'	--	--
Rear, min ⁶	30'	0'	10'	30'	0'	--	--
Density Requirements							
Dwelling units per net acre	<u>Min. 20 units per acre, rounded up to the nearest whole unit.</u> Max 30 units per acre. For Coastal Zones – Max. allowed by the general plan residential land use category nearest to the site, up to 30 units per net acre.	Max. allowed by the general plan residential land use category nearest to the site, up to 30 units per net acre.	Max. of 45 units per acre; with a minimum density requirement of 30 units per acre.	Max. of 45 units per acre; with a minimum density requirement of 30 units per acre.	<u>Min. 20 units per acre, rounded up to the nearest whole unit.</u> Max. 30 units per acre. For Coastal Zones – Max. allowed by the general plan residential land use category nearest to the site, up	N/A	Max. allowed by the GP residential land use category nearest to the site, up to 30 units per net acre. ⁶

to 30 units
per net acre.

Floor area ratio		Max. allowed by the general plan
Lot Requirements		
Lot area for new parcels (min.)		2,000 sf
Other Requirements		
Landscaping		See PGMC 23.64.195
Parking		See PGMC 23.64.190
Signs		For C-D district see Chapter 20.05 PGMC. For all other districts see Chapter 20.04 PGMC

End Notes:

1. For mixed-use residential/commercial development where residential ground-floor street frontage is allowed and constructed, the setback standards in PGMC 23.31.50 shall apply.
2. Cornices, eaves, and other horizontal projections may be allowed, consistent with PGMC 23.64.150 and 23.64.160.
3. Along Central, Lighthouse, and Forest Avenues, commercial ground-floor street frontage standards in PGMC 23.31.050 also apply.
4. Chimneys and other vertical projections may be allowed, consistent with PGMC 23.64.120.
5. In C-1 and C-FH districts, front setbacks requirements shall not apply for up to 30 feet of a building's width.
6. Rear setback requirements shall not apply within 70 feet of front property line, while rear setback requirements shall continue to apply.
7. Pursuant to Government Code Section 65583.2(h)(2) for mixed-use development projects on sites within C-1, C-2, C-D and C-FH districts, identified in the 6th Cycle Housing Element Site Inventory for lower-income households, a minimum of 50 percent of the total floor area shall be residential.

The 6th Cycle Housing Element can be found on the City's website:

https://www.cityofpacificgrove.gov/our_city/departments/community_development/housing/housing_element.php

Sites within the C-1, C-2, C-FH and C-D that are identified for lower-income housing units include the following:

Site No.	Address	APN(s)
8	601 Lighthouse Ave.	006294017000, 006294015000
9	525, 531 Lighthouse Ave.	006284015000, 006284001000, 006284002000
18	95 Central Ave.	6238005000
20	2749 Forest Hill Blvd.	007651013000, 007651017000
21	1146, 1152 Forest Ave.	7651022000, 7651014000
22	1125, 1129, 1133, 1137 Forest Ave.	006713031000, 006713032000, 006713027000, 006713026000
26	1157 Forest Ave.	6713023000
27	1193 Forest Ave.	6713019000
29	1124, 1140 Forest Ave.	7641009000, 7641008000
30	1160 Forest Ave.	7651019000
31	1180 Forest Ave.	7611031000
33	1219 Forest Ave.	6725023000
48	2184 Sunset Dr.	7091025000
49	17 Mile Dr.	7091026000
55	801 Sunset Dr.	7101036000

[Ord. 17-009 § 3, 2017; Ord. 13-003 § 2, 2013].

Chapter 23.52

R-3-M DISTRICTS

Sections:

23.52.010	Regulations generally.
23.52.020	Uses permitted.
23.52.030	Regulations for R-3-M uses.
23.52.035	Special regulations for motels and hotels built prior to 1986.
23.52.040	Statement of intent.
23.52.050	Other provisions.
23.52.060	Amendment.

23.52.010 Regulations generally.

Effective the date of the adoption of the ordinance codified in this section by the city council or by the voters of the city of Pacific Grove, the regulations of the ordinance codified in this section shall apply in the R-3-M district in lieu of any ordinance or resolution to the contrary:

(a) The R-3-M district is defined as those areas so designated on the official zoning map of the city of Pacific Grove referred to in PGMC 23.12.020. Said districts may be classified by the city council to R-1, R-H, or R-2, where already developed as such, but no new R-3-M districts shall be created.

(b) Motel and hotel uses shall be restricted to the R-3-M district, including any uses accessory or ancillary to a motel. The ordinance codified in this section shall also apply to any use described in PGMC 23.52.020 proposed for the construction or expansion in any R-3-M district, including uses accessory or ancillary to such use. [Ord. 1536 N.S. § 2, 1986].

23.52.020 Uses permitted.

The following uses are permitted in the R-3-M districts:

(a) Any use permitted in the R-3 district, subject to obtaining a use permit for any use for which such is required in an R-3 district;

(b) Motels, subject to first securing a use permit in each case;

(c) Hotels, subject to first securing a use permit in each case;

(d) Adult communities, retirement homes and rest homes, subject to first securing a use permit in each case. [Ord. 575 N.S., 1967; Ord. 453 N.S., 1964; Ord. 263 N.S., 1955; Ord. 210 N.S. § 11-139(1)(a), 1952].

23.52.030 Regulations for R-3-M uses.

(a) A minimum of 2,500 square feet of land shall be required for each family unit and each motel or hotel unit. For other uses described in PGMC 23.52.020(d), the planning commission and/or city council shall determine the amount of land area per occupied unit by judging its similarity to a family unit or motel unit in actual use and impact. For example, a rest home affording separate apartments and parking facilities would be judged a family unit; a hotel which offers amenities identical or substantially similar to a motel would be judged a motel. In no event shall less than 2,000 square feet per occupied unit be allowed, for any PGMC 23.52.020(d) use.

(b) A minimum setback of 20 feet shall be required for all structures in a R-3-M development which abut R-1, R-H, or R-2 property, including streets abutting same. The setback shall be 10 feet for commercial or other R-3-M developments or districts. Eave projections may extend up to three feet into any required yard, but in no case may be closer than three feet to any property line.

(c) The height of the structures shall not exceed 25 feet nor two stories above grade. The height shall be one story above grade and not more than 18 feet where the R-3-M property, or any portion thereof, is within 200 feet of any portion of any property zoned R-1, R-H, or R-2.

(d) The architectural review board, the planning commission and/or the city council shall require the configuration and layout of structures so as to assure that residential areas are not impacted by guest activities such as registration, parking, food and beverage services. Said bodies shall require a design which blends with the residential neighborhood and minimizes the nonresidential impact and use. Appropriate landscaping shall be required throughout the site. Setback areas shall be landscaped and shall not be used for automobile parking, or storage of any kind. Access to the site, where feasible, shall be from a street and/or driveway which does not abut said residential areas.

(e) Wood-burning fireplaces and wood-burning heaters shall be limited to the rate of six per acre, and any additional fireplaces shall be limited to natural gas fireplace inserts.

(f) Any use permit for new construction or other activity resulting in an increase in the number of units or the amount of floor space shall expire one year from its issuance unless construction of the project for which the permit was issued is substantially complete.

(g) Uses which do not conform hereto as of the date of publication of the notice of intention to circulate the petition for the ordinance codified in this section may continue if legally installed prior thereto. Any expansion or alteration of such existing nonconforming use shall require complete compliance herewith for the entire use. The conversion of sliding doors to swinging doors, and similar changes, are not considered an expansion or alteration.

(h) Variances and/or exceptions hereto shall not be granted, except upon strict compliance with state and local law governing such. No variance or exception shall be granted on the basis of failure of opposition thereto.

(i) Any R-3-M district property shall be deemed to be upon a street which abuts or abutting to R-1, R-H, or R-2 property, whenever any part of the R-3-M property is within 20 feet of the abutting street or the R-1, R-H or R-2 property. [Amended by vote of the people on November 8, 2011, general election; Res. 11-061 § 4, 2011; Res. 11-060 § 4.1, 2011; Ord. 1536 N.S. § 3, 1986].

23.52.035 Special regulations for motels and hotels built prior to 1986.

This section modifies the development standards in PGMC 23.52.030 for R-3-M motels and hotels built prior to the adoption of Ordinance No. 1536, in order to enable and encourage hoteliers to upgrade and modernize their businesses to stay competitive. Where this section differs from PGMC 23.52.030, the provisions of this section shall take precedence. Where this section is silent on a provision that is in PGMC 23.52.030, the provision in PGMC 23.52.030 shall apply.

(a) Motels and hotels built prior to 1986 are categorized into groups and are allowed additional guest units over the number of permitted guest units, as of the effective date of this section, as follows:

New Guest Units Allowed for Motels and Hotels Built Prior to 1986

Address	Permitted Guest Units as of Effective Date of This Section	Additional Guest Units Allowed over Permitted Guest Units in Column to Left
Group A¹		
569 Asilomar Avenue	16	3
1095 Lighthouse Avenue	10	2
800 Asilomar Avenue	54	11

Address	Permitted Guest Units as of Effective Date of This Section	Additional Guest Units Allowed over Permitted Guest Units in Column to Left
221 Asilomar Avenue	18	1
1073 Lighthouse Avenue	27	5
701 – 709 Asilomar Avenue	28	6
775 Asilomar Avenue	18	4
1100 Lighthouse Avenue	38	8
1101 Lighthouse Avenue	33	7
Group B²		
1111 Lighthouse Avenue	49	10
740 – 750 Crocker Avenue	49	3
650 Dennett Street	31	6
1150 Lighthouse Avenue	66	6
1140 Lighthouse Avenue	37	3
133 Asilomar Avenue	19	4
Group C³		
635 Ocean View Boulevard	60	0
625 Ocean View Boulevard	52	0
1038 Lighthouse Avenue	24	0

¹ Group A – Motels and hotels where the number of permitted guest units, as of the effective date of this section, is less than 170 percent of the 1:2,500 density ratio in PGMC 23.52.030(a). Motels and hotels in Group A may construct additional guest units or ancillary facilities by conversion of existing buildings or by new construction.

² Group B – Motels and hotels where the number of permitted guest units, as of the effective date of this section, is greater than 170 percent, but less than 250 percent, of the 1:2,500 density ratio in PGMC 23.52.030(a). Motels and hotels in Group B may construct additional guest units or ancillary facilities by conversion of existing buildings only.

³ Group C – Motels and hotels where the number of permitted guest units, as of the effective date of this section, is greater than 250 percent of the 1:2,500 density ratio in PGMC 23.52.030(a). Motels and hotels in Group C may not construct any additional guest units.

(b) For motels and hotels in Group A, each new guest unit shall be a maximum size of 360 square feet. Since new guest units in Group B motels and hotels must be created by conversion of existing buildings, they may conceivably be greater than 360 square feet in size. No existing guest unit that is less than 360 square feet, as of the effective date of this section, may be enlarged to exceed 360 square feet in size. No existing guest unit that is 360 square feet or more in size, as of the effective date of this section, shall be enlarged.

(c) Motels and hotels in Group A may use up to three of the additional guest units allowed to instead create a new ancillary facility (e.g., meeting space, dining room, fitness facility), with a maximum size of 1,080 square feet (or 360 square feet for each additional guest unit substituted). Motels and hotels in Groups B and C may create new ancillary facilities only through conversion of existing buildings and are not limited in size.

(d) For motels and hotels in Group A, the setback requirements of PGMC 23.52.030(b) shall also apply to new guest units or new ancillary facilities that abut any public street or any single-family residence.

(e) For motels and hotels in Group A, building height is two stories and not more than 25 feet for new guest units that are at least 50 feet from any property zoned R-1, R-H, or R-2, any public street, and any single-family residence. Building height is one story and not more than 18 feet for new guest units that are at least 20 feet from any property zoned R-1, R-H, or R-2, any public street, and any single-family residence. For property lines of Group A motels and hotels that do not abut any property zoned R-1, R-H, or R-2, a public street, nor single-family residence, building height for new guest units may be two stories and up to 25 feet within 10 feet of the property line. New ancillary facilities in Group A motels and hotels may be one story, with a maximum building height of 18 feet.

(f) For motels and hotels in Groups A and B, the following additional requirements apply to new construction or conversion of existing buildings:

(1) A use permit approval is required. As part of this review, the planning commission may impose specific standards pertaining to building design (e.g., building mass, bulk, height, and wall articulation), outdoor lighting, driveway locations, parking areas, landscaping, signs, street dedication, and related public improvements, upon finding that such requirements are necessary to meet the intent of the R-3-M district.

(2) No outdoor living areas are allowed within setbacks abutting residential zones or residential uses. This includes balconies, decks, open porches, patios, or similar outdoor guest activity areas.

(3) Existing landscaping requirements in PGMC 23.52.030 are expanded to require that within setback areas adjacent to the new development or building conversion, especially abutting residential zones and residential uses, plantings include numerous trees, shrubs and plants that will reduce visual and noise impacts of the motel or hotel use on adjacent properties.

(4) New guest units do not have to be built at one time, but may be developed in phases.

(5) All other R-3-M standards shall apply including, but not limited to, parking and building coverage. New guest units and ancillary facilities must have available water.

(g) For motels and hotels in Groups A, B and C, a nonconforming building damaged or destroyed by catastrophic event or demolished under any other circumstance may be rebuilt to the condition or configuration of the building that existed immediately prior to the event or demolition, as long as the reconstruction is carried out in a manner consistent with PGMC 23.68.040. While reconstruction to pre-existing conditions is allowed, elimination of nonconformities is encouraged. Reconstructed one-story buildings may be built to a maximum height of 18 feet, regardless of the pre-existing building height.

(h) For motels and hotels in Groups A, B and C, exterior remodeling within the existing footprint of a nonconforming building may retain existing nonconformities as long as the remodel does not:

(1) Extend or expand an existing nonconformity;

(2) Add any new nonconformity; or

(3) Adversely affect the privacy of adjacent residential-zoned property or residential uses.

(i) No other reconstruction or remodeling may take place, beyond what is allowed in this section for motels and hotels in Groups A, B and C, without bringing the entire property into conformance with PGMC 23.52.030. [Added by vote of the people on November 8, 2011, general election; Res. 11-061 § 4, 2011; Res. 11-060 § 4.2, 2011].

23.52.040 Statement of intent.

It is the intention of the ordinance codified in this section to preserve the essential residential character of the city, and the residential appearance of the city, and to prevent the adverse impacts of such from developments in the R-3-M districts. [Ord. 1536 N.S. § 4, 1986].

23.52.050 Other provisions.

Regulations found in this chapter are subject to the provisions of Chapter 23.24 PGM, unless there is a conflict, in which event the regulations found in this chapter shall prevail. [Ord. 1536 N.S. § 5, 1986].

23.52.060 Amendment.

PGMC 23.52.010, 23.52.030, 23.52.035 and 23.52.040 shall not be repealed or amended except by a vote of the people. [Amended by vote of the people on November 8, 2011, general election; Res. 11-061 § 4, 2011; Res. 11-060 § 4.3, 2011; Ord. 1536 N.S. § 6, 1986].

Title 23

ZONING¹

Chapters:

- 23.04 Purpose and Effect of Zoning Regulations**
- 23.08 Definitions**
- 23.12 Districts**
- 23.16 R-1 District and R-1-B Combined Districts**
- 23.20 R-2 District and R-2-B-3 Combined District**
- 23.24 R-3 Districts**
- 23.26 R-3-P.G.R. District**
- 23.28 R-4 District**
- 23.29 Condominium and Community Housing Conversions**
- 23.30 M-H Districts**
- 23.31 Commercial and Industrial Zoning Districts**
- 23.32 C-1-T Zone Condominiums**
- 23.33 *Repealed***
- 23.34 Limited Downtown Commercial (C-D)(C-1-T) Uses**
- 23.36 *Repealed***
- 23.40 *Repealed***
- 23.42 O District**
- 23.43 Initiative Restriction of Use of George Washington Park**
- 23.44 U Districts**
- 23.45 Initiative Ordinance Enacting Regulations for Multiple Unit Developments Involving Condominiums, Planned Unit Developments and Timeshares**
- 23.52 R-3-M Districts**
- 23.56 R-H District**
- 23.57 R-3-P.G.B. District**
- 23.58 *Repealed***
- 23.60 Planned Unit Development – PUD**
- 23.64 General Provisions and Exceptions**
- 23.68 Nonconforming Uses and Buildings**
- 23.70 Community Development Permit Review Authorities and Procedures**
- 23.72 Permit Application Filing and Processing**
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- 23.78 Sale of Residential Buildings**
- 23.79 Density Bonus and Affordable Housing Regulations**
- 23.80 Accessory Dwelling Units**
- 23.81 Reasonable Accommodation for Persons with Disabilities**
- 23.82 Interpretations of Permitted Use Lists**
- 23.84 Legislative Amendments**
- 23.86 Public Meeting and Hearing Procedures**
- 23.88 Enforcement**
- 23.90 Local Coastal Program Implementation Plan**
- 23.92 Cannabis Businesses**

¹ For statutory provisions, see California Government Code § 65800 et seq.

Chapter 23.24

R-3 DISTRICTS

Sections:

23.24.010	Generally.
23.24.020	Uses permitted.
23.24.030	Building height limit.
23.24.040	Building site area required.
23.24.050	Allowed building coverage.
23.24.051	Allowed site coverage.
23.24.052	Minimum density multiple dwellings.
23.24.060	Yards required.
23.24.070	Garbage areas.

23.24.010 Generally.

The regulations found in this chapter shall apply to all R-3 districts and shall be subject to the provisions of Chapter 23.64 PGMC. [Ord. 20-016 § 2, 2020; Ord. 382 N.S., 1962; Ord. 210 N.S. § 11-133(1)(a), 1952].

23.24.020 Uses permitted.

The following uses shall be permitted in the R-3 district:

- (a) Single- or two-family dwellings;
- (b) Second units as permitted by Chapter 23.80 PGMC;
- (c) Low-barrier navigation centers;
- (d) Transitional and supportive housing.
- (e) Employee housing.
- (f) Multiple dwellings, apartment houses and dwelling groups;
- (g) Rooming or boarding houses, subject to first securing a use permit (except for employee housing);
- (h) Accessory uses and buildings normally incidental to any in this section;
- (i) Single-Room Occupancies (SROs) subject to first securing a use permit;
- (j) State-licensed residential care facilities for seven or more persons, subject to first securing a use permit.

[Ord. 20-016 § 2, 2020; Ord. 16-005 § 4, 2016; Ord. 03-08 §§ 4, 5, 2003; Ord. 811 N.S., 1974; Ord. 795 N.S., 1974; Ord. 720 N.S. §§ 9, 10, 1972; Ord. 532 N.S. § 5, 1966; Ord. 453 N.S., 1964; Ord. 382 N.S., 1962; Ord. 210 N.S. § 11-133(1)(a), 1952].

23.24.030 Building height limit.

The maximum height of main buildings shall be 30 feet. [Ord. 20-016 § 2, 2020; Ord. 00-18 § 6, 2000; Ord. 1141 N.S. § 3, 1979; Ord. 720 N.S. § 3, 1972; Ord. 210 N.S. § 11-133(1)(b), 1952].

23.24.040 Building site area required.

For each building, or group of buildings, a minimum of 4,000 square feet and minimum width of 40 feet shall be required on interior lots. A minimum of 6,000 square feet and a minimum width of 60 feet shall be required on corner lots. In the subdivisions designated as additions to Pacific Grove Retreat and in the

Pacific Grove Retreat, where the lot sizes, as legally subdivided, are 30 by 60 feet, the minimum lot size shall be 3,600 square feet, with the lot lines along the lines of said subdivisions. Nothing contained herein shall authorize such smaller minimum lot sizes for any future subdivisions.

For each family unit in any building or group of buildings, a minimum of 1,500 square feet of land area shall be required. [Ord. 20-016 § 2, 2020; Ord. 1260 N.S. § 2, 1981; Ord. 720 N.S. § 1, 1972; Ord. 210 N.S. § 11-133(1)(c), 1952].

23.24.050 Allowed building coverage.

Maximum building coverage on all sites is 50 percent. [Ord. 12-003 § 5, 2012; Ord. 1193 N.S. § 2, 1980; Ord. 720 N.S. § 8, 1972; Ord. 593 N.S., 1968; Ord. 210 N.S. § 11-133(1)(d), 1952].

23.24.051 Allowed site coverage.

Maximum site coverage on all sites is 60 percent. [Ord. 12-003 § 5, 2012].

24.24.052 Minimum density multiple dwellings.

For multiple dwellings, apartment houses, and dwelling groups, the minimum density shall be 20 units per acre, rounded up to the nearest whole unit.

23.24.060 Yards required.

(a) Front Yards. The minimum required front yard shall be 12 feet. Driveways shall not occupy more than 40 percent of the street frontage, and on a corner lot, the combined coverage on all frontages shall not exceed 25 percent of the total street frontage. Fifty percent of the front yard area shall be landscaped. Such areas shall not be surfaced, covered, enclosed or treated in such a manner as to make it impossible or impractical to establish and maintain landscaping and gardening thereon. The area must be rectangular or composed of a series of rectangles not less than 10 feet in width.

(b) Side Yards. Side yards shall be 10 percent of lot width with a minimum requirement of three feet and a maximum of 10 feet; provided, however, on corner lots, the side yard abutting the street shall be 20 percent of the width of the lot, but need not exceed 10 feet.

(c) Rear Yards. Rear yards, excluding allowable horizontal projections described in PGMC 23.64.150, shall have the following minimums:

- (1) One-story building: five feet.
- (2) Two-story building: eight feet.
- (3) Three-story building: 10 feet.
- (4) Where a rear yard fronts on a street, the minimum rear yard shall be 12 feet.

(d) Special Yards and Distances Between Buildings.

(1) Distance between any buildings, which shall be free from the encroachment of overhanging eaves, shall be a minimum of eight feet. For buildings of three stories, the minimum shall be increased to 10 feet and for buildings of four stories or more the minimums shall be increased to 12 feet.

(2) Side yards providing access to single-row dwelling group: minimum 12 feet.

(3) Inner court providing access to double-row dwelling group: minimum 20 feet.

(e) Open Yard. Open yard required shall be 200 square feet per unit for all construction of five units or more.

(f) Decks, Porches and Parking Spaces. Decks and open porches over three feet above grade may project or extend four feet over a required yard area, but not closer than three feet to the property line and no closer to other buildings than the minimums set forth in subsection (d) of this section. Parking spaces in excess of the required space for each family unit may project into the rear yard area set forth in subsection (c) of this section. [Ord. 720 N.S. § 6, 1972; Ord. 593 N.S., 1968; Ord. 532 N.S. § 6, 1966; Ord. 478 N.S., 1964; Ord. 382 N.S., 1962; Ord. 210 N.S. § 11-133(1)(e), 1952].

23.24.070 Garbage areas.

Where there are three or more units, garbage areas for holding of garbage or refuse shall be constructed with a concrete floor and curb. The area shall be enclosed by a view-obscuring wall or fence designed in harmony with the building design. The enclosure shall be not less than five feet in height and equipped with a self-closing gate or door. Trash area shall have access to a driveway or public way. [Ord. 720 N.S. § 14, 1972].

Chapter 23.31

COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS

Sections:

- 23.31.010 Purpose.
- 23.31.020 Commercial and industrial zoning districts.
- 23.31.025 C-V-ATC zoning district – American Tin Cannery zoning.
- 23.31.030 Commercial and industrial zoning districts allowable land uses and permit requirements.
- 23.31.040 Commercial and industrial zoning districts development standards.

23.31.010 Purpose.

This chapter lists the commercial and industrial zoning districts as established by PGMC 23.12.010 and establishes the development standards and types of land uses permitted in each commercial and industrial zoning district. [Ord. 13-003 § 2, 2013].

23.31.020 Commercial and industrial zoning districts.

(a) Light Commercial (C-1). The C-1 zoning district provides for neighborhood scale and locally oriented retail, service, office uses, as well as residential uses.

(b) Light Commercial and Hotel (C-1-T). The C-1-T zoning district was enacted by citizen initiative, and the standards of the district are included in the applicable sections of this chapter without modification from the initiative.

(1) Intent of District. The intent of the C-1-T district as described by the initiative is as follows:

(A) It is the intent of the people of the city of Pacific Grove in enacting the ordinance codified in this chapter to establish a zone district in the city's downtown area where hotel use is permitted, as are all other uses listed in the C-1 district of this code, as said district may be from time to time amended by the council. The people have determined that the area of downtown defined by subsection (b)(2) of this section is appropriate for hotel development. Further, except as modified by this chapter, all provisions of the motel/hotel regulation ballot measure enacted by the people at the June 3, 1986, special municipal election, as set out at Chapter 23.52 PGMC, shall remain unchanged and in full force and effect.

(B) It is also the intent of the people of the city of Pacific Grove in enacting the ordinance codified in this chapter to provide for an exception to the strict regulations governing condominium development at Chapter 23.45 PGMC, said section enacted by the people at an election held in the city on November 2, 1982. The people have determined that the area of the downtown defined in subsection (b)(2) of this section is appropriate for condominium development in a manner less restrictive than defined by regulations set out in Chapter 23.45 PGMC. Further, except as modified by this chapter, the provisions of Chapter 23.45 PGMC shall remain unchanged and in full force and effect.

(2) Boundaries of District. The C-1-T district shall be that area defined by the block bounded by Lighthouse Avenue, Grand Avenue, Central Avenue and Fountain Avenue.

(3) Amendment. No provision of the C-1-T zoning district shall be repealed or amended except by a vote of the people.

(c) Downtown Commercial (C-D). The C-D zoning district is intended to provide for a range of uses including retail, restaurants, services, entertainment, and upper floor residential, and other compatible uses which enhance the vitality and character of the city's historic commercial core.

(d) Forest Hill Commercial (C-FH). The C-FH zoning district serves as an entrance to the city, offering a variety of commercial and service uses, as well as residential uses, while respecting nearby residential uses.

(e) Heavy Commercial (C-2). The C-2 zoning district is applied to areas of the city that are appropriate for limited residential uses, service commercial and light manufacturing uses, which may involve outdoor storage or activity areas.

(f) Visitor Commercial (C-V). The C-V zoning district is applied to areas of the city appropriate for retail sales, commercial services, and institutional uses oriented to tourism.

(g) Restricted Industrial (I). The I zoning district is applied to areas of the city that are appropriate for limited commercial uses, service commercial and light manufacturing uses, which may involve outdoor storage or activity areas. [Ord. 13-003 § 2, 2013].

23.31.025 C-V-ATC zoning district – American Tin Cannery zoning.

(a) Boundaries of District. The C-V-ATC zoning district shall apply to the American Tin Cannery site that is comprised of Assessor's Parcel Numbers 006-231-001, 006-234-004, and 006-234-005 and that segment of Sloat Avenue that is continuous to the American Tin Cannery site.

(b) Uses Permitted. Notwithstanding any other provision of the Pacific Grove Municipal Code, the following uses shall be permitted in the C-V-ATC zoning district:

(1) Hotels and any accessory uses, such as restaurants, bars and lounges, meeting and event facilities, spa and fitness facilities, parking, and buildings, spaces, and structures incidental to such uses, subject to first securing a use permit.

(2) All uses that are permitted in the C-V zoning district and additional uses permitted by subsequent amendment to the zoning ordinance.

(c) Development Standards. Development standards in the C-V-ATC zoning district, including floor area coverage, density, setbacks and height limits shall be in accordance with the applicable standards set forth in the local Coastal Program Land Use Plan, as updated or amended, or if no such standards are provided in the local coastal Program Land Use Plan, as updated or amended, in accordance with the standards set forth in the use permit or other required permit for a use allowed in the C-V-ATC zoning district.

(d) Except as modified by this section, all provisions of the motel/hotel regulation ballot measure enacted by the people at the June 3, 1986, special election, as set out at Chapter 23.52 PGMC, shall remain unchanged and in full force and effect. [Ord. 16-009A § 1, 2016].

23.31.030 Commercial and industrial zoning districts allowable land uses and permit requirements.

Key to Zoning District Symbols					
C-1	Light Commercial	C-FH	Forest Hill Commercial	I	Restricted Industrial
C-1-T	Light Commercial and Hotel	C-2	Heavy Commercial		
C-D	Downtown Commercial	C-V	Visitor Commercial		
P = Permitted use; counter review and determination required (see PGMC 23.70.020)				UP = Use permit required (see PGMC 23.70.080)	
AUP = Administrative use permit required (see PGMC 23.70.030)				-- = Use not allowed	

Table 23.31.030 Commercial and Industrial Zoning Districts Allowable Land Uses and Permit Requirements

Use	Specific Use Regulations (PGMC)	C-1 ¹	C-1-T ¹	C-D ¹	C-FH ¹	C-2	C-V ¹	I
Industry, Manufacturing and Processing								
Contract construction – no outdoor storage		P ²	P ²	--	P ²	P ^{3,4}	P ²	P ³
Contract construction – outdoor storage		--	--	--	--	P ^{3,4}	UP	UP
Construction, large-scale equipment sales and rental		--	--	--	--	P ^{3,4}	UP	UP
Industrial, light		UP	UP	--	UP	AUP ^{3,4}	UP	AUP ^{3,4}
Recycling facility		UP	UP	--	UP	UP	UP	UP
Research and development facility		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Storage – self-storage facility		--	--	--	--	AUP ³	AUP ²	AUP ³
Warehousing, wholesaling and distribution		--	--	--	--	P ³	P ²	P ³
Recreation, Education and Public Assembly								
Commercial recreation facility – indoor (≤ 10,000 sf)	7.08, 7.12, 23.64.035	P ²	P ²	P ²	P ²	P ³	P ²	P ³
Commercial recreation facility – outdoor		AUP ²	AUP ²	--	--	AUP ³	AUP ²	AUP ³
Community garden		AUP ⁵	AUP ⁵	AUP ⁵	AUP ⁵	AUP ⁵	AUP ⁵	--
Health/fitness studio (≤ 10,000 sf)		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Meeting facility, public or private (≤ 10,000 sf)		P ²	P ²	P ²	P ²	P ³	P	P ³
Park, playground (public)		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Public or quasi-public facility (≤ 10,000 sf)		P ²	P ²	P ²	P ²	P ³	P ²	P ³
School, specialty (≤ 10,000 sf)		P ²	P ²	P ²	P ²	P ³	P ²	--
Theater or auditorium (≤ 10,000 sf)		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Residential								

Use	Specific Use Regulations (PGMC)	C-1 ¹	C-1-T ¹	C-D ¹	C-FH ¹	C-2	C-V ¹	I
Accessory building or structure		P	P	P	P	P	--	UP
Condominium		UP	UP ⁶	UP	UP	UP	--	UP
Duplex		P	P	P	P	P	--	UP
Dwelling group		UP	UP	UP	UP	UP	--	UP
Emergency shelters ⁹		--	--	P	P	P	--	P ⁹
Employee housing for 6 or fewer persons ¹²		P	P	P	P	P		UP
Home business	23.16	P	P	P	P	P	--	UP
Large family day care home		UP	UP	UP	UP	UP	--	--
Low barrier navigation centers				P ⁹	P ⁹	P ⁹	--	P ⁹
Mixed-use (residential above or behind commercial)		P ²	P ²	P ²	P ²	P ³	--	--
Mobile home park		--	--	--	--	UP	--	UP
Multifamily dwelling								
7 or fewer units	23.28.020	P	P	P	P	P	--	UP
8 or more units	23.28.020	P	UP	P	P	UP	--	UP
Residential care								
Housing 6 or fewer persons		P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	-- ¹⁰	UP ¹⁰
Housing 7 or more persons		UP	UP	UP	UP	UP	--	UP
Rooming and boarding house ¹⁴		UP	UP	UP	UP	UP	--	UP
Second unit	23.80	P	P	P	P	P	--	UP
Single-family dwelling		P	P	P	P	P	--	UP
Single-Room Occupancy		P	P	P	P	P	--	UP
Transitional or supportive housing		P	P	P	P ¹¹	P ¹¹	--	UP ¹¹
Retail Sales								
Automobile/vehicle sales and rental		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Automobile/vehicle service station		AUP ²	AUP ²	--	AUP ²	AUP ³	AUP ²	AUP ³
Bar/tavern/nightclub		--	--	--	--	--	--	--

Use	Specific Use Regulations (PGMC)	C-1 ¹	C-1-T ¹	C-D ¹	C-FH ¹	C-2	C-V ¹	I
Brew pub with food service	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	--
Farmers market		UP	UP	UP	UP	UP	UP	--
Flea market		UP	UP	UP	UP	UP	UP	--
Micro-brewery	23.64.290	--	--	--	UP	UP	UP	UP
Pub or sports bar with food service	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	--
Restaurant, general and formula general								
w/ no alcohol sales	23.64.134	P ²	P ²	P ²	P ²	P ³	P ²	--
w/ alcohol sales	23.64.134, 23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	--
Restaurant, specialty (not formula)								
w/ no alcohol sales	23.64.134; if formula, see also 23.64.115	P ²	P ²	P ²	P ²	P ³	P ²	--
w/ beer and wine sales only	23.64.134, 23.64.290; if formula, see also 23.64.115	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	--
Restaurant, fast food (not formula) – w/ no alcohol sales	23.64.134; if formula, see also 23.64.115	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	--
Restaurant, drive-in/drive-through (not formula) – w/ no alcohol sales	23.64.134; if formula, see also 23.64.115	--	--	--	UP	--	--	--
Retail – general, except the following:		P ²	P ²	P ²	P ²	P ³	P ²	UP
Adult-oriented sales		UP ⁷	UP ⁷	--	UP ⁷	--	--	--
Alcoholic beverage sales		UP	UP	UP	UP	UP	AUP ²	--
Auction houses		P	--	--	P	P	P	P
Automobile rental		P	--	--	P	P	P	P
Bail bonds		P	--	--	P	P	P	P
Blood, plasma, tissue donation		P	--	--	P	P	P	P
Body piercing/tattoo parlor		P	--	--	P	P	P	P
Check cashing stores		--	--	--	P	P	P	P
Dollar/99 cent stores		--	--	--	P	P	P	P

Use	Specific Use Regulations (PGMC)	C-1 ¹	C-1-T ¹	C-D ¹	C-FH ¹	C-2	C-V ¹	I
Electric cigarette/e-vapor		P	--	--	P	P	P	P
Gold and silver exchange stores		P	--	--	P	P	P	P
Kennels or pet boarding**		P	--	--	P	P	P	P
Pawn shops		P	--	--	P	P	P	P
Recreational vehicle sales		P	--	--	P	P	P	P
Meeting halls or places of assembly		P	--	--	P	P	P	P
Tire sales and repair		P	--	--	P	P	P	P
Businesses from which minors excluded by law or owner		UP	UP	UP	UP	UP	UP	--
Floor area over 10,000 sf		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Operating between 12:00 a.m. and 7:00 a.m.		UP	UP	UP	UP	UP	UP	UP
Outdoor storage or displays		AUP	AUP	AUP	AUP	AUP ¹	AUP	AUP ¹
Retail – restricted		UP	UP	--	UP	UP	UP	UP
Wine bar	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Wine tasting room	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Services								
Animal keeping/training facilities or veterinary service		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Automobile/vehicle repair		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Bank or financial service, except the following:		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Floor area over 10,000 sf at street level		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
w/ drive-through		UP	UP	--	UP	UP	UP	UP
Business support service		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Car wash and detailing		AUP ²	AUP ²	--	AUP ²	AUP ³	AUP ²	AUP ³
Catering and events	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	UP	UP	UP

Use	Specific Use Regulations (PGMC)	C-1 ¹	C-1-T ¹	C-D ¹	C-FH ¹	C-2	C-V ¹	I
Equipment/appliance rental and repair		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Laundry or dry cleaning service		AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Lodging								
Bed and breakfast inn –w/ beer and wine sales only	23.64.290	AUP ²	AUP ²	AUP ²	AUP ²	AUP ³	AUP ²	AUP ³
Hotel or motel	23.64.290	--	UP ⁸	--	--	--	--	--
Medical service								
Ambulance service		UP	UP	--	UP	UP	UP	UP
Clinic or lab		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Medical office		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Hospital		UP	UP	--	--	UP	UP	UP
Mortuary or funeral home		UP	UP	--	UP	UP	UP	UP
Office, business or professional		P ²	P ²	P ²	P ²	P ³	UP	UP
Personal service	7.06	P ²	P ²	P ²	P ²	P ³	P ²	UP
Personal service – restricted		UP	UP	UP	UP	UP	UP	UP
Printing or creative service		P ²	P ²	P ²	P ²	P ³	P ²	P ³
Transportation and Infrastructure								
Parking facility		UP	UP	UP	UP	UP	UP	UP
Public utility		UP	UP	UP	UP	UP	UP	UP
Radio or television station		UP	UP	UP	UP	UP	UP	UP
Taxi service	7.16	UP	UP	UP	UP	UP	UP	UP
Transit center		UP	UP	UP	UP	UP	UP	UP
Wireless telecommunication facility		UP	UP	UP	UP	UP	UP	UP
Temporary wireless telecommunications facility		CRD	CRD	CRD	CRD	CRD	CRD	CRD
Wireless eligible facilities request		AUP	AUP	AUP	AUP	AUP	AUP	AUP

End Notes:

1. No merchandise, tools, machinery, equipment, or materials shall be stored or displayed outside of a building, except as specifically permitted for retail uses under an administrative use permit. Temporary administrative use permits, good for not over 30 days, may be granted, pursuant to PGMC 23.70.030(b)(7), for temporary outdoor sales events of new merchandise by merchants holding use permits or otherwise qualified to operate within the applicable district; provided, that such outdoor sales are operated in

conjunction with their established retail operations, and for Christmas tree sales, or other sales on private property, connected with festivals or holidays.

2. The permit type specified in this table applies to any new or enlarged commercial use which totals 10,000 square feet or less of interior floor space. An administrative use permit is required for any new or enlarged commercial use which results in either the use of more than one structure on a building site or a total of more than 10,000 square feet of interior floor space. A use permit is required where any new or enlarged commercial use exceeds 25,000 square feet in interior floor space.

3. A use permit is required for any new building or addition which adds more than 25,000 square feet of interior floor space or which results in a building having more than 40 feet in height.

4. Such uses may be granted subject to a use permit, when conducted within a building or enclosed by a fence, subject to architectural approval by the appropriate review authority for design and landscaping pursuant to Chapter 23.70 PGMC; and provided, that said fence and landscaping shall be of sufficient height and screening capacity to prevent the view thereof from any adjacent street or sidewalk.

5. Community gardens on vacant lots may be permitted by administrative use permit, pursuant to PGMC 23.70.030(b)(7), and shall be reviewable every six months and subject to such conditions as the administrative use permit may prescribe. The application shall be accompanied by a written agreement by the owner to grant the city a lien for any cost incurred by the city in restoring such property to its condition prior to such use, in the event the owner fails to make such restoration after such use ceases.

6. Condominium use shall be allowed, subject to first securing a use permit in each case, and subject to the building height, site coverage, and yard requirements of this chapter. The provisions of Chapter 23.45 PGMC shall not apply to development of condominiums in the C-1-T district. The council shall, by ordinance, establish standards, conditions and other regulations to govern the development of condominiums in the C-1-T district. Until and unless such standards, conditions and other regulations are in place, no application for such development shall be accepted or processed. Such standards, conditions and regulations established by the council shall be in addition to and harmonious with state law governing condominium development. See also PGMC 23.31.020(b)(1)(B).

7. Adult-oriented sales may comprise no more than 25 percent of floor area or stock-in-trade of a general retail business, must be located in the rear of the general retail business, and must not be visible from the exterior of the general retail business.

8. Hotel uses shall be allowed, subject to first securing a use permit in each case, and subject to the building height, site coverage, and yard requirements of this chapter. All other regulations and conditions of approval shall be as provided by use permit approved pursuant to this title. Said regulations and conditions shall include, without limitation, provisions for architectural review, land area per unit, neighborhood compatibility, landscaping, parking, traffic and accessory buildings. Required parking, if any, may be located on or off site, the location to be designated by the use permit. See also PGMC 23.31.020(b)(1)(A).

9. Outside the coastal zone only. In addition to the requirements of PGMC 23.31.040, emergency shelters shall be subject to the following standards:

a. Maximum of 25 beds.

b. Off-street parking shall be provided at a rate of one space per each staff person on duty.

c. On-site management shall be provided at all times the shelter is open. A management and security plan shall be prepared in consultation with the city manager or his or her designee which shall describe hours of operation; staffing; house rules and occupant screening procedures; on- or off-site services to be provided; security measures to ensure the safety of the occupants of the shelter and surrounding areas; and communications protocols to ensure effective coordination between shelter management, adjacent property owners and residents, and public safety personnel.

d. No emergency shelter shall be established closer than 300 feet from another emergency shelter, measured from the nearest property line.

e. Waiting and intake areas shall be screened from view from the public right-of-way.

10. Permitted subject to the same standards as apply to other residential dwellings of the same type in the same zone.

11. Transitional and supportive housing developments shall be subject to the parking requirements of PGMC 23.64.190, with the exception of developments located within a one-half (0.5) mile distance of a transit stop where no off-street parking shall be required.

12. Rooming houses or boarding houses accommodating employee housing shall be subject to Employee Housing Act. See permitted uses and standards under employee housing.

**When not associated with a veterinary clinic.

[Ord. 20-001 § 2 (Exh. A), 2020; Ord. 16-005 § 6, 2016; Ord. 15-013 § 4, 2015; Ord. 13-003 § 2, 2013].

23.31.040 Commercial and industrial zoning districts development standards.

Table 23.31.040 Commercial and Industrial Zoning Districts Development Standards

	C-1 ⁷	C-1-T	C-D ⁷	C-FH ^{1,7}	C-2 ⁷	C-V	I
Building Placement Requirements							
Setbacks ^{1,2,3,4}							
Front, min. (max.) ⁶	0'	0'	0'	0' (20')	0'	0'	0'
Side (min.), except:	0'	0'	0'	0'	0'	0'	0'
Residential/ Mixed-use	10'	0'	5'	10'	0'	0'	0'
Adjacent to residential zone	5'	5'	5'	5'	5'	10'	10'
Rear (min.), except:	0'	0'	0'	10'	0'	0'	0'
Adjacent to residential zone	5'	5'	5'	10'	5'	10'	10'
Building Form Requirements							
Building height (max.) ⁴	45'	40' with max. site coverage of 75%; 30' with max. site coverage of 90%	40'	35'	40'	40' with max. site coverage of 75%; 30' with max. site coverage of 90%	40'
Site coverage (max.)	90%	75 – 90%, depending on building height	100%	75%	90%	75 – 90%, depending on building height	90%
Stepbacks for portion of building above 25 feet							
Front, min	8' ⁵	0'	0'	8'	0'	--	--
Side, min	0'	0'	0'	0'	0'	--	--
Rear, min ⁶	30'	0'	10'	30'	0'	--	--
Density Requirements							
Dwelling units per net acre	Min. 20 units per acre, rounded up to the nearest whole unit. Max 30 units per acre. For Coastal Zones – Max. allowed by the general plan residential land use category nearest to the site, up to 30 units per net acre.	Max. allowed by the general plan residential land use category nearest to the site, up to 30 units per net acre.	Max. of 45 units per acre; with a minimum density requirement of 30 units per acre.	Max. of 45 units per acre; with a minimum density requirement of 30 units per acre.	Min. 20 units per acre, rounded up to the nearest whole unit. Max. 30 units per acre. For Coastal Zones – Max. allowed by the general plan residential land use category nearest to the site, up	N/A	Max. allowed by the GP residential land use category nearest to the site, up to 30 units per net acre. ⁶

to 30 units
per net acre.

Floor area ratio		Max. allowed by the general plan
Lot Requirements		
Lot area for new parcels (min.)		2,000 sf
Other Requirements		
Landscaping		See PGMC 23.64.195
Parking		See PGMC 23.64.190
Signs		For C-D district see Chapter 20.05 PGMC. For all other districts see Chapter 20.04 PGMC

End Notes:

1. For mixed-use residential/commercial development where residential ground-floor street frontage is allowed and constructed, the setback standards in PGMC 23.31.50 shall apply.
2. Cornices, eaves, and other horizontal projections may be allowed, consistent with PGMC 23.64.150 and 23.64.160.
3. Along Central, Lighthouse, and Forest Avenues, commercial ground-floor street frontage standards in PGMC 23.31.050 also apply.
4. Chimneys and other vertical projections may be allowed, consistent with PGMC 23.64.120.
5. In C-1 and C-FH districts, front setbacks requirements shall not apply for up to 30 feet of a building's width.
6. Rear setback requirements shall not apply within 70 feet of front property line, while rear setback requirements shall continue to apply.
7. Pursuant to Government Code Section 65583.2(h)(2) for mixed-use development projects on sites within C-1, C-2, C-D and C-FH districts, identified in the 6th Cycle Housing Element Site Inventory for lower-income households, a minimum of 50 percent of the total floor area shall be residential.

The 6th Cycle Housing Element can be found on the City's website:

https://www.cityofpacificgrove.gov/our_city/departments/community_development/housing/housing_element.php

Sites within the C-1, C-2, C-FH and C-D that are identified for lower-income housing units include the following:

Site No.	Address	APN(s)
8	601 Lighthouse Ave.	006294017000, 006294015000
9	525, 531 Lighthouse Ave.	006284015000, 006284001000, 006284002000
18	95 Central Ave.	6238005000
20	2749 Forest Hill Blvd.	007651013000, 007651017000
21	1146, 1152 Forest Ave.	7651022000, 7651014000
22	1125, 1129, 1133, 1137 Forest Ave.	006713031000, 006713032000, 006713027000, 006713026000
26	1157 Forest Ave.	6713023000
27	1193 Forest Ave.	6713019000
29	1124, 1140 Forest Ave.	7641009000, 7641008000
30	1160 Forest Ave.	7651019000
31	1180 Forest Ave.	7611031000
33	1219 Forest Ave.	6725023000
48	2184 Sunset Dr.	7091025000
49	17 Mile Dr.	7091026000
55	801 Sunset Dr.	7101036000

[Ord. 17-009 § 3, 2017; Ord. 13-003 § 2, 2013].

Chapter 23.52

R-3-M DISTRICTS

Sections:

23.52.010	Regulations generally.
23.52.020	Uses permitted.
23.52.030	Regulations for R-3-M uses.
23.52.035	Special regulations for motels and hotels built prior to 1986.
23.52.040	Statement of intent.
23.52.050	Other provisions.
23.52.060	Amendment.

23.52.010 Regulations generally.

Effective the date of the adoption of the ordinance codified in this section by the city council or by the voters of the city of Pacific Grove, the regulations of the ordinance codified in this section shall apply in the R-3-M district in lieu of any ordinance or resolution to the contrary:

(a) The R-3-M district is defined as those areas so designated on the official zoning map of the city of Pacific Grove referred to in PGMC 23.12.020. Said districts may be classified by the city council to R-1, R-H, or R-2, where already developed as such, but no new R-3-M districts shall be created.

(b) Motel and hotel uses shall be restricted to the R-3-M district, including any uses accessory or ancillary to a motel. The ordinance codified in this section shall also apply to any use described in PGMC 23.52.020 proposed for the construction or expansion in any R-3-M district, including uses accessory or ancillary to such use. [Ord. 1536 N.S. § 2, 1986].

23.52.020 Uses permitted.

The following uses are permitted in the R-3-M districts:

(a) Any use permitted in the R-3 district, subject to obtaining a use permit for any use for which such is required in an R-3 district;

(b) Motels, subject to first securing a use permit in each case;

(c) Hotels, subject to first securing a use permit in each case;

(d) Adult communities, retirement homes and rest homes, subject to first securing a use permit in each case. [Ord. 575 N.S., 1967; Ord. 453 N.S., 1964; Ord. 263 N.S., 1955; Ord. 210 N.S. § 11-139(1)(a), 1952].

23.52.030 Regulations for R-3-M uses.

(a) A minimum of 2,500 square feet of land shall be required for each family unit and each motel or hotel unit. For other uses described in PGMC 23.52.020(d), the planning commission and/or city council shall determine the amount of land area per occupied unit by judging its similarity to a family unit or motel unit in actual use and impact. For example, a rest home affording separate apartments and parking facilities would be judged a family unit; a hotel which offers amenities identical or substantially similar to a motel would be judged a motel. In no event shall less than 2,000 square feet per occupied unit be allowed, for any PGMC 23.52.020(d) use.

(b) A minimum setback of 20 feet shall be required for all structures in a R-3-M development which abut R-1, R-H, or R-2 property, including streets abutting same. The setback shall be 10 feet for commercial or other R-3-M developments or districts. Eave projections may extend up to three feet into any required yard, but in no case may be closer than three feet to any property line.

(c) The height of the structures shall not exceed 25 feet nor two stories above grade. The height shall be one story above grade and not more than 18 feet where the R-3-M property, or any portion thereof, is within 200 feet of any portion of any property zoned R-1, R-H, or R-2.

(d) The architectural review board, the planning commission and/or the city council shall require the configuration and layout of structures so as to assure that residential areas are not impacted by guest activities such as registration, parking, food and beverage services. Said bodies shall require a design which blends with the residential neighborhood and minimizes the nonresidential impact and use. Appropriate landscaping shall be required throughout the site. Setback areas shall be landscaped and shall not be used for automobile parking, or storage of any kind. Access to the site, where feasible, shall be from a street and/or driveway which does not abut said residential areas.

(e) Wood-burning fireplaces and wood-burning heaters shall be limited to the rate of six per acre, and any additional fireplaces shall be limited to natural gas fireplace inserts.

(f) Any use permit for new construction or other activity resulting in an increase in the number of units or the amount of floor space shall expire one year from its issuance unless construction of the project for which the permit was issued is substantially complete.

(g) Uses which do not conform hereto as of the date of publication of the notice of intention to circulate the petition for the ordinance codified in this section may continue if legally installed prior thereto. Any expansion or alteration of such existing nonconforming use shall require complete compliance herewith for the entire use. The conversion of sliding doors to swinging doors, and similar changes, are not considered an expansion or alteration.

(h) Variances and/or exceptions hereto shall not be granted, except upon strict compliance with state and local law governing such. No variance or exception shall be granted on the basis of failure of opposition thereto.

(i) Any R-3-M district property shall be deemed to be upon a street which abuts or abutting to R-1, R-H, or R-2 property, whenever any part of the R-3-M property is within 20 feet of the abutting street or the R-1, R-H or R-2 property. [Amended by vote of the people on November 8, 2011, general election; Res. 11-061 § 4, 2011; Res. 11-060 § 4.1, 2011; Ord. 1536 N.S. § 3, 1986].

23.52.035 Special regulations for motels and hotels built prior to 1986.

This section modifies the development standards in PGMC 23.52.030 for R-3-M motels and hotels built prior to the adoption of Ordinance No. 1536, in order to enable and encourage hoteliers to upgrade and modernize their businesses to stay competitive. Where this section differs from PGMC 23.52.030, the provisions of this section shall take precedence. Where this section is silent on a provision that is in PGMC 23.52.030, the provision in PGMC 23.52.030 shall apply.

(a) Motels and hotels built prior to 1986 are categorized into groups and are allowed additional guest units over the number of permitted guest units, as of the effective date of this section, as follows:

New Guest Units Allowed for Motels and Hotels Built Prior to 1986

Address	Permitted Guest Units as of Effective Date of This Section	Additional Guest Units Allowed over Permitted Guest Units in Column to Left
Group A¹		
569 Asilomar Avenue	16	3
1095 Lighthouse Avenue	10	2
800 Asilomar Avenue	54	11

Address	Permitted Guest Units as of Effective Date of This Section	Additional Guest Units Allowed over Permitted Guest Units in Column to Left
221 Asilomar Avenue	18	1
1073 Lighthouse Avenue	27	5
701 – 709 Asilomar Avenue	28	6
775 Asilomar Avenue	18	4
1100 Lighthouse Avenue	38	8
1101 Lighthouse Avenue	33	7
Group B²		
1111 Lighthouse Avenue	49	10
740 – 750 Crocker Avenue	49	3
650 Dennett Street	31	6
1150 Lighthouse Avenue	66	6
1140 Lighthouse Avenue	37	3
133 Asilomar Avenue	19	4
Group C³		
635 Ocean View Boulevard	60	0
625 Ocean View Boulevard	52	0
1038 Lighthouse Avenue	24	0

¹ Group A – Motels and hotels where the number of permitted guest units, as of the effective date of this section, is less than 170 percent of the 1:2,500 density ratio in PGMC 23.52.030(a). Motels and hotels in Group A may construct additional guest units or ancillary facilities by conversion of existing buildings or by new construction.

² Group B – Motels and hotels where the number of permitted guest units, as of the effective date of this section, is greater than 170 percent, but less than 250 percent, of the 1:2,500 density ratio in PGMC 23.52.030(a). Motels and hotels in Group B may construct additional guest units or ancillary facilities by conversion of existing buildings only.

³ Group C – Motels and hotels where the number of permitted guest units, as of the effective date of this section, is greater than 250 percent of the 1:2,500 density ratio in PGMC 23.52.030(a). Motels and hotels in Group C may not construct any additional guest units.

(b) For motels and hotels in Group A, each new guest unit shall be a maximum size of 360 square feet. Since new guest units in Group B motels and hotels must be created by conversion of existing buildings, they may conceivably be greater than 360 square feet in size. No existing guest unit that is less than 360 square feet, as of the effective date of this section, may be enlarged to exceed 360 square feet in size. No existing guest unit that is 360 square feet or more in size, as of the effective date of this section, shall be enlarged.

(c) Motels and hotels in Group A may use up to three of the additional guest units allowed to instead create a new ancillary facility (e.g., meeting space, dining room, fitness facility), with a maximum size of 1,080 square feet (or 360 square feet for each additional guest unit substituted). Motels and hotels in Groups B and C may create new ancillary facilities only through conversion of existing buildings and are not limited in size.

(d) For motels and hotels in Group A, the setback requirements of PGMC 23.52.030(b) shall also apply to new guest units or new ancillary facilities that abut any public street or any single-family residence.

(e) For motels and hotels in Group A, building height is two stories and not more than 25 feet for new guest units that are at least 50 feet from any property zoned R-1, R-H, or R-2, any public street, and any single-family residence. Building height is one story and not more than 18 feet for new guest units that are at least 20 feet from any property zoned R-1, R-H, or R-2, any public street, and any single-family residence. For property lines of Group A motels and hotels that do not abut any property zoned R-1, R-H, or R-2, a public street, nor single-family residence, building height for new guest units may be two stories and up to 25 feet within 10 feet of the property line. New ancillary facilities in Group A motels and hotels may be one story, with a maximum building height of 18 feet.

(f) For motels and hotels in Groups A and B, the following additional requirements apply to new construction or conversion of existing buildings:

(1) A use permit approval is required. As part of this review, the planning commission may impose specific standards pertaining to building design (e.g., building mass, bulk, height, and wall articulation), outdoor lighting, driveway locations, parking areas, landscaping, signs, street dedication, and related public improvements, upon finding that such requirements are necessary to meet the intent of the R-3-M district.

(2) No outdoor living areas are allowed within setbacks abutting residential zones or residential uses. This includes balconies, decks, open porches, patios, or similar outdoor guest activity areas.

(3) Existing landscaping requirements in PGMC 23.52.030 are expanded to require that within setback areas adjacent to the new development or building conversion, especially abutting residential zones and residential uses, plantings include numerous trees, shrubs and plants that will reduce visual and noise impacts of the motel or hotel use on adjacent properties.

(4) New guest units do not have to be built at one time, but may be developed in phases.

(5) All other R-3-M standards shall apply including, but not limited to, parking and building coverage. New guest units and ancillary facilities must have available water.

(g) For motels and hotels in Groups A, B and C, a nonconforming building damaged or destroyed by catastrophic event or demolished under any other circumstance may be rebuilt to the condition or configuration of the building that existed immediately prior to the event or demolition, as long as the reconstruction is carried out in a manner consistent with PGMC 23.68.040. While reconstruction to pre-existing conditions is allowed, elimination of nonconformities is encouraged. Reconstructed one-story buildings may be built to a maximum height of 18 feet, regardless of the pre-existing building height.

(h) For motels and hotels in Groups A, B and C, exterior remodeling within the existing footprint of a nonconforming building may retain existing nonconformities as long as the remodel does not:

(1) Extend or expand an existing nonconformity;

(2) Add any new nonconformity; or

(3) Adversely affect the privacy of adjacent residential-zoned property or residential uses.

(i) No other reconstruction or remodeling may take place, beyond what is allowed in this section for motels and hotels in Groups A, B and C, without bringing the entire property into conformance with PGMC 23.52.030. [Added by vote of the people on November 8, 2011, general election; Res. 11-061 § 4, 2011; Res. 11-060 § 4.2, 2011].

23.52.040 Statement of intent.

It is the intention of the ordinance codified in this section to preserve the essential residential character of the city, and the residential appearance of the city, and to prevent the adverse impacts of such from developments in the R-3-M districts. [Ord. 1536 N.S. § 4, 1986].

23.52.050 Other provisions.

Regulations found in this chapter are subject to the provisions of Chapter 23.24 PGM, unless there is a conflict, in which event the regulations found in this chapter shall prevail. [Ord. 1536 N.S. § 5, 1986].

23.52.060 Amendment.

PGMC 23.52.010, 23.52.030, 23.52.035 and 23.52.040 shall not be repealed or amended except by a vote of the people. [Amended by vote of the people on November 8, 2011, general election; Res. 11-061 § 4, 2011; Res. 11-060 § 4.3, 2011; Ord. 1536 N.S. § 6, 1986].

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



February 27, 2026

Jon Biggs, Director
Community Development Department
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Dear Jon Biggs:

RE: Pacific Grove's 6th Cycle (2023-2031) Adopted Housing Element and Rezone

Thank you for submitting the City of Pacific Grove's (City) housing element, which was adopted December 17, 2025 and received for review on December 30, 2025. In addition, the California Department of Housing and Community Development (HCD) received Resolution Numbers 25-029, 25-030 and 25-031 and Ordinances 26-002 and 26-003 (Rezoning Documents). Pursuant to Government Code section 65585, the HCD is reporting the results of its review. In addition, HCD considered public comments from Jane Haines pursuant to Government Code section 65585, subdivision (c).

On July 10, 2025, HCD found the revised draft housing element, including revisions, met statutory requirements of State Housing Element Law (Gov. Code, § 65580 et seq). The adopted element is substantially the same as the revised draft and as a result, the element continues to meet statutory requirements of State Housing Element Law. However, as the City did not adopt a compliant housing element within 120 days of the statutory deadline (December 15, 2023) and rezones were not completed within one year, HCD could not find the element in compliance until rezones to make prior identified sites available or address a shortfall of sites to accommodate the regional housing need allocation (RHNA) are completed and meet all statutory requirements pursuant to Government Code sections 65583, subdivision (c)(1)(A) and 65583.2, subdivisions (c), (h) and (i). While Program 5 (Adequate Sites for RHNA) actions have been adopted and meet most of the statutory requirements, the Rezoning Documents do not meet all statutory requirements pursuant to Government Code section 65583.2, subdivision (h). Specifically, the Rezoning Documents do not meet minimum density requirements for the C-1, C-2 and R-3 zones. As a result, revisions to the Rezoning Documents will be necessary to comply with State Housing Element Law.

The element will substantially comply with State Housing Element Law once rezones are modified to meet all statutory requirements and documentation has been submitted to and reviewed by HCD to comply with the above requirements pursuant to Government Code section 65585. Once the City amends the rezoning to meet all statutory requirements, a resolution, ordinance and other pertinent documentation should be transmitted to HCD. HCD will review the documentation and issue correspondence identifying the updated status of the City's housing element compliance.

As a reminder, the City's 6th cycle housing element was due December 15, 2023. As of today, the City has not completed the housing element process for the 6th cycle. HCD encourages the City to expeditiously amend its rezoning as described above and submit documentation to HCD to regain housing element compliance.

Additionally, the City must continue timely and effective implementation of all programs including but not limited to the following:

- Program 3 (Architectural Review)
- Program 5 (Adequate Sites for RHNA)
- Program 6 (Shopping Centers Redevelopment)
- Program 7 (Large Lot Development)
- Program 8 (Lot Consolidation)
- Program 9 (Accessory Dwelling Units)
- Program 10 (Enhanced Housing Mobility Options)
- Program 11 (Water Supply)
- Program 12 (Sewer System Capacity)
- Program 13 (Zoning Code Amendments)
- Program 14 (Affordable Housing Development)
- Program 15 (Density Bonus)
- Program 19 (Resource Conservation in Existing Homes)
- Program 21 (Affirmatively Furthering Fair Housing)

The City must monitor and report on the results of these and other programs through the annual progress report, required pursuant to Government Code section 65400. Please be aware, Government Code section 65585, subdivision (i) grants HCD authority to review any action or failure to act by a local government that it determines is inconsistent with an adopted housing element or housing element law. This includes failure to implement program actions included in the housing element. HCD may revoke housing element compliance if the local government's actions do not comply with state law.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant, the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities program, and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Land Use and Climate Innovation at: <https://www.lci.ca.gov/planning/general-plan/guidelines.html>.

HCD appreciates the hard work and commitment you and City staff provided throughout the housing element update and review. The City has successfully addressed most statutory requirements and made tremendous progress toward substantial compliance. HCD looks forward to expeditiously working with the City to achieve substantial compliance with State Housing Element Law. If HCD can provide technical assistance in implementing the housing element, please contact Mao Lee of our staff at Mao.Lee@hcd.ca.gov.

Sincerely,

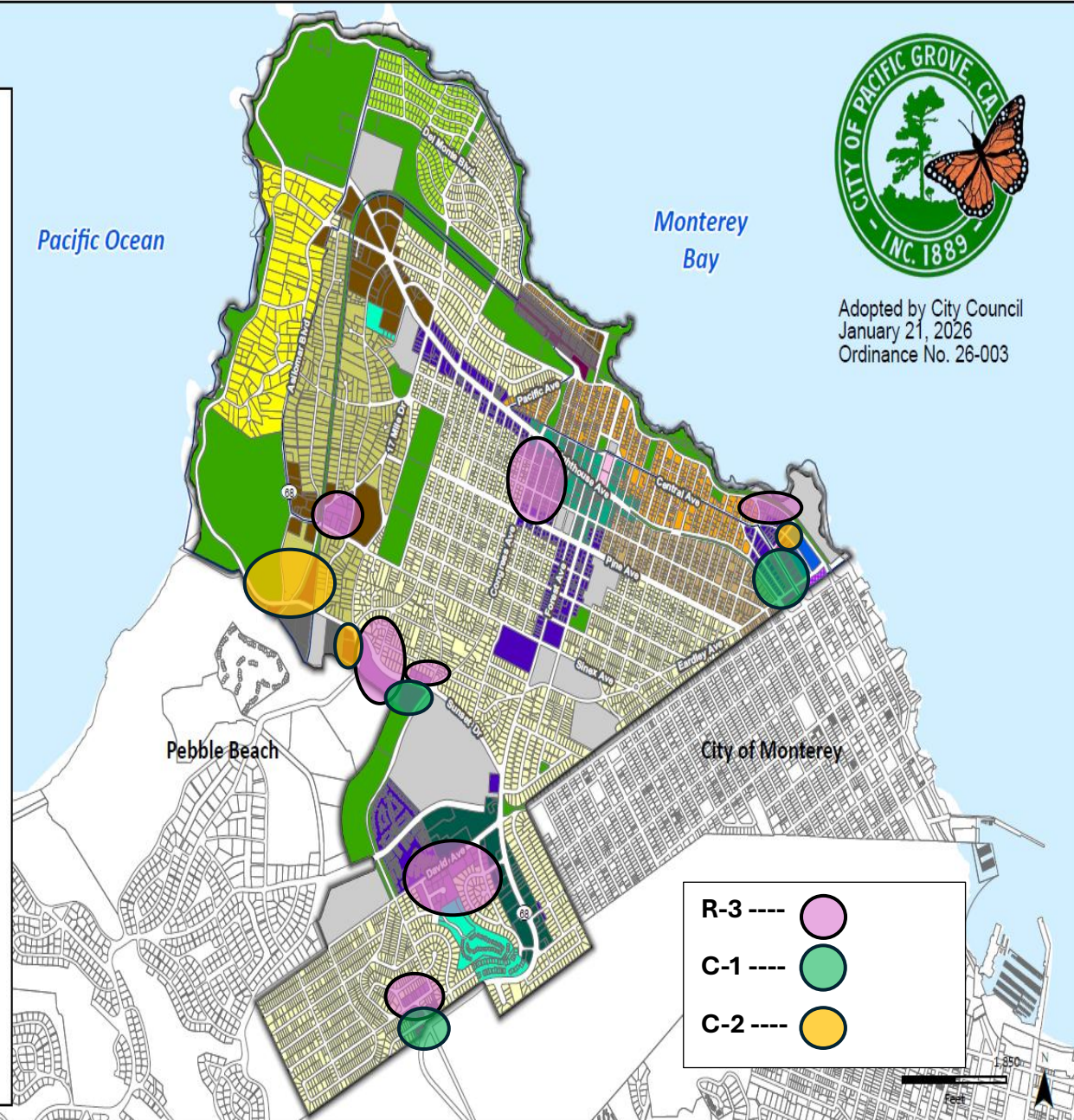


Paul McDougall
Senior Program Manager

-  City of Pacific Grove Boundary
 Coastal Zone Boundary
 Parcel Boundary
- Zoning**
-  Single Family Residential (R-1)
 -  Single Family Residential (R-1-H)
 -  Single Family Residential (R-1-B-3)
 -  Single Family Residential (R-1-B-4)
 -  Mobile Home (M-H)
 -  Duplex Residential (R-2)
 -  Multiple Family Residential (R-3)
 -  Multiple Family Residential Pacific Grove Retreat (R-3-PGR)
 -  Multiple Family Residential Pacific Grove Beach (R-3-PGB)
 -  Motel (R-3-M)
 -  Multiple Family Residential (R-4)
 -  Planned Unit Development (PUD)
 -  Light Commercial (C-1)
 -  Light Commercial/Hotel/Condominium (C-1-T)
 -  Heavy Commercial (C-2)
 -  Visitor Commercial (C-V)
 -  Visitor Commercial American Tin Cannery (C-V-ATC)
 -  Visitor Commercial, Light Commercial, Heavy Commercial (C-V/C-1/C-2)
 -  Downtown Commercial (C-D)
 -  Forest Hill Commercial (C-FH)
 -  Restricted Industrial (I)
 -  Open Space (O)
 -  Unclassified (U)



Adopted by City Council
 January 21, 2026
 Ordinance No. 26-003



[NOTICE: This message originated outside of the City of Pacific Grove email system -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Dear Members of the Pacific Grove Planning Commission,

Thank you for your continued work on the proposed amendments to the City's zoning regulations. I appreciate the Commission's commitment to thoughtful planning and welcome the opportunity to offer a perspective I hope you will find useful as deliberations continue.

I write to draw your attention to a gap in the current public comment process: prospective residents — those who hope to one day live in Pacific Grove but do not yet do so — have no practical avenue to participate. This matters because the proposed zoning amendments will directly shape housing availability and affordability in the city for years to come. The people most affected by limited housing supply are often the very people who have not yet been able to move here.

Zoning decisions are among the most consequential a city can make for housing outcomes. Restrictions that reduce density or limit new construction can, over time, raise the cost of housing and reduce the range of people who are able to call Pacific Grove home. Those prospective residents — workers, families, and others who would like to join this community — have a genuine stake in these decisions, yet the standard comment process relies on residency and physical presence in ways that exclude them entirely.

I respectfully encourage the Commission to consider the following:

- Accepting written public comment submitted via email or the City's online portal from non-residents who can demonstrate a connection to or interest in living in Pacific Grove.
- Actively publicizing the comment period through regional channels — such as Monterey County housing organizations, workforce networks, and local media — to reach people who are not yet residents but who are affected by Pacific Grove's housing policies.
- Weighing, as part of its analysis, the downstream effects of the proposed amendments on housing availability and affordability for those not yet able to participate in the process.

I recognize that the Commission operates within established procedural frameworks, and I am not suggesting those be set aside. Rather, I hope the Commission will consider broadening its lens to include the voices and interests of future community members alongside those of current residents.

Thank you for your service to Pacific Grove and for taking this perspective into consideration. I would welcome the opportunity to discuss this further.

Respectfully,
Peter Nodzenski
Pacific Grove



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Nicholas Cina, Management Analyst
MEETING DATE: April 15, 2026
SUBJECT: Ordinance Approving Concession Lease Agreement with Fortunate Fork, LLC
CEQA: Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

RECOMMENDATION

Hold first reading of an ordinance to approve a concession lease agreement with Fortunate Fork, LLC and authorize publication of a summary approved by the City Attorney.

DISCUSSION

The City of Pacific Grove ("City") owns property located at 79 Asilomar Blvd, Pacific Grove, CA commonly referred to as Point Pinos Grill (the "Premises"). The Premises include a restaurant, with a kitchen configured for walk-up ordering and dine-in service. The City operates the Premises through a lease agreement for operation of restaurant food and beverage services.

The City issued a Request for Proposal (RFP) on December 15, 2025. The RFP closed January 29, 2026 at 2:00 pm. On January 29, 2026, the City received sealed proposals from two entities. A panel of staff reviewed the proposals and interviewed each proposer. As a result of the selection process, the proposal submitted by Fortunate Fork, LLC was selected as the highest rated proposal for their unique qualifications and vision for the Premises. Since then, the City and Fortunate Fork, LLC have negotiated a proposed lease (the "Lease"), which is attached here as Attachment 1.

The Lease grants Fortunate Fork, LLC the exclusive use of Premises for the sale of food, beverages, and related services. The Lease provides that the use will be for food and beverage service including a restaurant facility, snack bar, banquet and dining rooms, outdoor patio, and vending machines. The term of the Lease is five (5) years with two option extensions for additional five-year terms at the tenant's option.

The rent for the Premises will be:

- 7% of Tenant's monthly gross sales
- Monthly Rent cap of \$13,500
- Monthly Rent Cap grows 3% per year

Tenant is separately responsible for paying for utilities and services (including electric, cable, internet,

and sewer). The Lease will be approved by Ordinance (Attachment 2). The proposed timeline for the Ordinance is a first reading of the Ordinance on April 15, 2026, and a second reading on May 6, 2026. The Lease of the Premises will not have a significant effect on the environment and is found to be exempt from the California Environmental Quality Act (CEQA) per Section 15301 of the CEQA Guidelines which allows for the leasing, licensing, repair, and maintenance of public or private structures.

OPTIONS

1. Approve ordinance
2. Provide alternate direction

FINANCIAL IMPACT:

Rent will be paid to the City by Fortunate Fork, LLC of 7% of monthly gross sales as specified in the Lease and as described above in this Agenda Report.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Concession Lease Agreement
Draft Ordinance

CITY OF PACIFIC GROVE
LEASE

THE GROVE AT POINT PINOS
79 ASILOMAR BLVD, PACIFIC GROVE

CITY:
CITY OF PACIFIC GROVE

TENANT:
FORTUNATE FORK, LLC

1. BASIC LEASE PROVISIONS.

- 1.1 EFFECTIVE DATE OF LEASE:** The date the CITY signs the Lease
- 1.2 LANDLORD:** City of Pacific Grove,
a California Municipal Corporation and charter city (CITY)
- 1.3 TENANT:** Fortunate Fork, LLC, a California Limited Liability Corporation
- 1.4 PREMISES:** The portion of the building located at 79 Asilomar, Pacific Grove, CA ("**Building**"), that includes a kitchen, a banquet room, a dining room, service window and indoor space adjacent thereto, and two public restrooms plus the outdoor patio adjacent to the Building.
- 1.5 COMMENCEMENT DATE** The date TENANT is delivered possession of the Premises. The Commencement Date shall be confirmed using Exhibit E of this Agreement.
- 1.6 EXPIRATION DATE** Five Years from the Effective Date of Lease.
- 1.7 PERCENTAGE RENT:** 7% of TENANT'S gross sales.
- 1.8 UTILITIES** TENANT shall arrange for and pay for all utilities (including but not limited to water, electricity, gas, sewer, telephone, and cable) furnished upon the Premises.
- 1.9 ADDRESS FOR CITY NOTICES:** See section 18
- 1.10 ADDRESS FOR TENANT NOTICE:** See section 18
- 1.11 PERMITTED USE:** Food and beverage service including a restaurant facility, snack bar, banquet and dining rooms, outdoor patio, and vending machines, subject to the provisions of this Lease and Applicable Law, and no other purpose.
- 1.12 SECURITY DEPOSIT:** \$11,000, payable to the CITY upon execution of the Lease.
- 1.13 PARKING:** TENANT may use all unreserved parking spaces adjacent to the Premises. All parking shall be subject to Article 15 of this Lease.
- 1.14 LEASE ELEMENTS:** This Lease is comprised of the Basic Lease Provisions contained here in Section 1, the provisions of this Lease, and the following Exhibits:
Exhibit A – Premises Diagram
Exhibit B – Rules and Regulations
Exhibit C – Ongoing Maintenance Schedule
Exhibit D – List of Lessor-owned Furnishings
Exhibit E – Confirmation of Term of Lease

2. LEASE.

2.1 Agreement to Lease. CITY hereby leases to TENANT, and TENANT leases from CITY, the Premises on the following terms and conditions. CITY and TENANT understand this Lease is comprised of the Basic Lease Provisions contained in Article 1 above and Article 2 through 20 and any Exhibits attached hereto. The Exhibits attached hereto are incorporated herein by this reference.

2.2 Premises; Property; Common Areas. The Premises consists of the area specified in Section 1.4 of the Basic Lease Provisions and more particularly described in **Exhibit A**. TENANT shall have exclusive use of the Premises. The “**Property**” is that certain real property located at 79 Asilomar Boulevard, Pacific Grove, CA 93950 which is improved with the Building and associated walkways, drive aisles, and parking spaces, those landscaped areas that are not part of the Golf Course, and hallways used in common with other tenants (“**Common Areas**”). TENANT shall have the non-exclusive right to use the Common Areas in common with the adjacent golf course (“**Golf Course**”), subject to Article 15 with respect to parking spaces. CITY reserves the right at any time and from time to time, to: (a) make alterations in or additions to the Common Areas; (b) temporarily close any of the Common Areas for alterations, additions, improvements, or maintenance purposes; (c) promulgate reasonable and nondiscriminatory rules and regulations governing the use of the Common Areas; (d) utilize from time to time any portion of the Common Area for promotional, entertainment and related matters; (e) renovate, upgrade or change the shape and size of the Common Area; and (f) add, eliminate, or change the location of improvements to the Common Area including, without limitation, buildings, parking areas, cart paths, and to construct structures on the Common Area. CITY further reserves to itself the right, from time to time, to grant such easements, dedications and rights in, on or over the Common Areas that CITY deems necessary or desirable, provided that such easements, dedications and rights do not unreasonably interfere with TENANT’s use of the Premises.

2.3 Permitted Use. TENANT may use the Premises only for the Permitted Use, and the Common Areas only in connection with the Permitted Use, as set forth in Section 1.11 above. No other persons shall use or occupy the Premises without CITY’s prior written consent. TENANT shall not commit or permit any unlawful act in or about the Premises or Common Areas or permit use of the Premises or Common Areas for any purpose or in any manner that (i) is unsafe, (ii) could constitute a nuisance, (iii) may annoy, obstruct, or interfere with the peaceful enjoyment of the public, (iv) keep or permit to be kept in or on the Premises or Common Areas anything that is prohibited by any insurance company providing coverage for the Premises, Building or Common Areas that will, in the reasonable opinion of CITY, increase the possibility of fire or other casualty or increase the then-existing premiums for or void the coverage of any insurance on the Premises, Building, or Common Areas or (v) does not comply with any Laws. TENANT shall not use any portion of the Property for auction, going-out-of business, or liquidation sales or special events of any kind without prior written consent from CITY.

2.3.1 CITY Events. CITY retains the right to book events at the Premises (for itself or third parties) as long as the events do not conflict with an event previously booked by TENANT. CITY shall coordinate the scheduling of its event booking through TENANT. TENANT shall maintain the master event booking calendar, which the CITY may reference. TENANT and CITY agree to use their best efforts to prevent the booking of conflicting events. The CITY’s booking of events shall not unreasonably interfere with TENANT’s use and TENANT shall remain the exclusive food and beverage services provider for the Premises and Property except as provided in Section 2.3.4.

2.3.2 Room Rental Fees. CITY may charge a room rental fee for events it books for third parties at the Premises. CITY will consult with TENANT before it charges a room rental fee to receive guidance from TENANT as to food and beverage services TENANT may wish to provide in conjunction with the event that CITY desires to book. CITY will not seek to charge room rental fees

that unreasonably interfere with the TENANT's ability to offer food and beverage services. All room rental fees charged by the CITY will be split 50-50 between CITY and TENANT.

2.3.3 Certain Events. CITY-booked events that do not include food and beverage services shall be limited to a total of only four such events per year. CITY will be responsible for security, premises liability, and post event cleanup for all such events.

2.3.4 Exclusive Rights. TENANT shall have the exclusive right to provide food and beverages to patrons of the Golf Course during the Term except that incidental food and beverage may be brought to the course as part of a CITY sponsored or CITY approved event including, but not limited to the annual Employees Golf Tournament or charity golf tournaments that benefit CITY services or programs. In no case shall the number of events for which food and beverage may be brought onto the course exceed four (4) per calendar year. All such events shall be approved by the Golf Course Superintendent (Superintendent) and CITY.

2.3.5 CITY Event Blackout Periods. CITY shall not book events Memorial Day weekend, July 4th weekend, Labor Day weekend, Thanksgiving week, or December 15th through January 1st.

2.4 Operations.

2.4.1 Hours of Operation. TENANT agrees to open its business to the public within seven (7) calendar days of the Commencement Date and to operate continuously and uninterruptedly from no later than dawn until dusk every day of the year except that the business shall close on Christmas Day. Any shortening of these hours of operation shall require CITY's prior written consent, which may be withheld or conditioned in CITY's sole and absolute discretion. TENANT may extend these hours to the fullest extent allowable under applicable Laws (defined below). CITY understands that TENANT may seek necessary use permits or ordinance changes in order to allow TENANT to provide nighttime food and beverage service for special events, but CITY shall retain full discretion respecting any such change. TENANT's hours of operation shall be posted on the exterior of the Premises or in the Common Areas in a reasonably prominent location approved by CITY and on any TENANT website that is primarily used for the restaurant.

2.4.2 Special Events and Golf Related Service. TENANT and CITY shall work together to book food and beverage service for golf related events. TENANT shall determine the appropriateness of the food and beverage service for all golf related events and special events, with due consideration given to reasonable advice or requests of the CITY for golf related events and special events and the Golf Course Superintendent for golf related events. TENANT shall maintain the master calendar for events in order to maximize the utility of the facility.

2.4.3 General Method of Operation. TENANT shall operate the business with such due diligence and efficiency as will reasonably produce the maximum return to TENANT. The business will be operated taking into account the Premises' proximity to the Golf Course and the fact that the Golf Course and the business in the Premises share customers, and TENANT will give reasonable consideration to the advice and requests of the Golf Course Superintendent.

2.4.4 Management. A manager of TENANT shall be present at all times TENANT's business is open to the public.

2.4.5 Quality and Price Control. Food and beverage sold at the Premises shall be of high quality and sold at prices comparable to those prevailing for similar services and facilities at similar golf courses. TENANT shall provide CITY with notice of the initial menu concept and general price

positioning. CITY's consent (which shall not be unreasonably withheld) shall only be required for a material reconceptualization of the restaurant concept (e.g., converting from chef-inspired cafe cuisine to a fundamentally different cuisine type such as a ramen shop or taqueria). Routine menu item additions, deletions, seasonal changes, and pricing adjustments are at TENANT's sole discretion. A quick service lunch menu and a "grab and go" lunch menu shall also be provided.

2.4.6 Compliance with Law. TENANT shall not use the Premises, Common Areas, or Property or permit anything to be done in or about the Premises, Common Areas, or Property which will in any way conflict with any law, statute, zoning restriction, ordinance or governmental law or rule, regulation, or requirement, or regulations, of any duly constituted public authorities now in force or which may hereafter be enacted or promulgated, or any orders, permits, licenses, approvals, authorizations, or regulations promulgated under any of the foregoing (each individually a "**Law**" and collectively, "**Laws**"), or which will subject CITY to any liability for injury to any person or property by reason of any business operation being conducted in or about the Premises. Laws include any "**Environmental Law**" which means any Law relating to Hazardous Materials or other environmental conditions on, under, or about the Premises, the Building, or the Common Areas, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901 et seq.), the Hazardous Materials Transportation Act of 1975 (49 U.S.C. § 1801 et seq.), the California Carpenter-Presley-Tanner Hazardous Substance Account Act (Cal. Health & Safety Code § 78000 et seq.), the Hazardous Materials Release Response Plans and Inventory Act (Cal. Health & Safety Code § 25500 et seq.), the California Hazardous Waste Control Law (Cal. Health & Safety Code § 25100 et seq.), the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the California Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 et seq.), any other Law or legal requirement concerning Hazardous Materials, and any amendments or successor statutes to the foregoing and all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; or (c) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, Common Areas, or Property, as any of the foregoing may be amended, supplemented, or supplanted from time to time.

2.4.7 Licenses, approvals and permits. TENANT shall obtain all permits, licenses, and approvals required under any Law for the lawful conduct of TENANT's business, for lawful use of the Premises, or to allow TENANT to meet the obligations under this Lease, prior to performing any act requiring such permits, licenses, or approvals. TENANT shall obtain and maintain a liquor license. All permits and licenses shall be maintained in TENANT's name. TENANT shall pay, at TENANT's sole cost and expense, all charges and fees associated with such permits, licenses, and any other approval required under any Law.

2.4.8 Restaurant Name. The restaurant name shall be "The Grove at Point Pinos." Any change to this name shall require CITY's prior written consent. This name shall attach to the Premises, TENANT and CITY shall only have the right to use the name during the Term. The TENANT and CITY shall cease using any website or merchandise with the restaurant name on it upon the Expiration Date or earlier termination of the Lease.

2.4.9 Health and Sanitation. TENANT shall insure that all its employees are neatly attired in clean and appropriate uniforms whenever on duty. Before any of TENANT's employees engage in the preparation, handling, serving, or storage of food, such employee shall meet all requirements under applicable Laws to engage in such activity.

2.4.10 City Municipal Powers. City enters this Lease in its proprietary capacity, and as such nothing in this Lease shall be construed as restraining, impairing, or restricting the City in its regulatory capacity, or granting any rights upon the TENANT with respect to the use, occupancy, or operation of the Premises in a manner inconsistent with the Law.

2.5 Rules. TENANT shall use the Premises and Common Areas in compliance with all Rules and Regulations in **Exhibit B** attached hereto and incorporated herein.

3. TERM.

3.1 Term. The term of the lease shall be five (5) years. The term of this Lease commences on the Commencement Date and terminates on the Expiration Date as described in Sections 1.5 and 1.6, unless sooner terminated or extended as provided in this Lease (the “**Initial Term**”).

3.2 Option. At the end of the Initial Term, TENANT may exercise an option to extend the Lease for five (5) additional years (“**Additional Term**”). TENANT shall have the option to further extend the Lease for five (5) additional years at the end of the Additional Term. This provides TENANT a total of two options to extend the Lease five (5) years, for a total of ten years. Such exercise must be made in writing to CITY at least sixty (60) days prior to the Expiration Date. The exercise of TENANT’S option(s) shall constitute agreement to and extension of the terms of this Lease. Each time TENANT exercises an option, the Expiration Date contained in Section 1.6 will be extended five (5) years.

3.3 Holdover. If TENANT remains in possession of any part of the Premises after the Expiration Date, CITY may, at CITY’s option in its sole and absolute discretion, (i) treat TENANT as a trespasser and pursue any remedy described in Section 13.2, or (ii) treat such holding over as a tenancy at will upon the same provisions as this Lease, including, but not limited to Section 9.1, except that, in either event, the Base Rent during such tenancy at will shall be one hundred thirty percent (130%) of the Base Rent in effect immediately prior to the Expiration Date (a “**Hold Over TENANT**”). No holding over by TENANT, whether with or without consent of CITY, shall operate to extend this Lease. **IN ORDER FOR TENANT TO EXTEND THIS LEASE AT THE EXPIRATION OF THE TERM AND FOR TENANT NOT TO BE CONSIDERED A “HOLD OVER TENANT” WITH AN AUTOMATIC INCREASE IN BASE RENT BY 130%, TENANT MUST NOTIFY CITY OF ITS DESIRE TO EXTEND THE TERM OF THE LEASE IN WRITING AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE TERM. IF TENANT NOTIFIES CITY THAT IT DESIRES TO EXTEND THE TERM, AND THE CITY IS WILLING TO EXTEND THE TERM, CITY AND TENANT SHALL AGREE ON THE TERMS AND CONDITIONS OF THE EXTENSION AND EXECUTE AN AMENDMENT TO THE LEASE.**

4. RENT AND UTILITIES.

4.1 Rent. Commencing on the twenty-eighth (28th) day of each month after the Commencement Date, TENANT shall pay Percentage Rent, without deduction or offset whatsoever, in the amount set forth in Section 1.7. Percentage Rent due shall be based upon the monthly accounting of gross sales pursuant to Section 7.4. Percentage Rent for any partial calendar month at the beginning or end of the Term shall equal the product of (i) the number of days in such partial month, and (ii) the quotient of the applicable Rent divided by the actual number of days in such calendar month. Percentage Rent and any other charges due under the Lease are collectively referred to as “**Rent**” in this Lease. Unless otherwise stated, any Rent is due within ten (10) days after CITY’s written demand therefor.

4.1.1 Gross Sales Defined. Gross sales shall include the full sale price of each beverage, food product, ingredient, gift card, or item of merchandise sold at any time during the Term, including online sales; rental fees for any room in the Premises that are imposed at any time during the Term; catering charges or other specialty service charges imposed at any time during the Term, when any of such prices, fees, or charges pertain to sales ordered or fulfilled at or services provided in whole or in part at, related to, on or from the Premises (restaurant, banquet and meeting rooms, walk-up window, online sales, or portable concession stands in the Common Areas). Gross sales shall exclude credit card service charges that are not included in the sale price to customers.

4.1.2. Rental Cap. The dollar amount of gross sales percentage due under this section shall be capped at thirteen thousand, five hundred dollars (\$13,500) per month. This monthly cap shall increase by three percent (3%) annually, with the increase occurring on the yearly anniversary of the Effective Date identified in Section 1.1.

4.2 Utilities. During the Term, TENANT shall pay when due, directly to the utility suppliers, the cost of all separately-metered utilities furnished to the Premises, including, without limitation, electricity, gas, and sewer. TENANT shall maintain accounts with the utility suppliers in TENANT's name. As of the Effective Date all utilities furnished to the Premises are separately metered. If utilities provided to the Premises are not separately metered in the future, CITY may determine in the exercise of its reasonable discretion TENANT's "Proportionate Share" of such utilities furnished and TENANT shall pay CITY such "Proportionate Share" after CITY provides TENANT a statement requesting such payment. CITY shall not be liable to TENANT for injury, damage, loss of TENANT's business or profits, from any failure, interruption, rationing or other curtailment in the supply of water, electric, gas, or other utilities from whatever cause.

4.3 Late Charges and Interest Rate. If CITY does not receive Rent or any other payment due from TENANT on or before 4:59p.m. of the fifth (5th) day after the date due, TENANT shall pay to CITY a late charge equal Five percent (5%) of such past due Rent or other payment ("**Late Charge**"). TENANT agrees that this Late Charge represents a fair and reasonable estimate of the cost CITY will incur by reason of TENANT's late payment. Accepting any Late Charge shall not constitute a waiver by CITY of TENANT's default with respect to any overdue amount nor prevent CITY from exercising any other rights or remedies available to CITY. If any installment of Percentage Rent or any other amount payable by TENANT hereunder is not received by CITY by the date due, it shall bear interest at the Applicable Interest Rate until paid. All interest, and any late charges imposed pursuant to this Section, shall be considered additional Rent due from TENANT to CITY under the terms of this Lease. The "**Applicable Interest Rate**" is the lesser of Five Percent (5%) per annum or the maximum allowable interest under any usury Law. In the event of a Rent payment by check which is returned for insufficient funds, TENANT will also be charged a "Returned Check Charge" of \$100.00 as additional Rent. CITY and TENANT recognize that the damage which CITY will suffer as a result of TENANT's failure to pay any Rent timely is difficult to ascertain and said Late Charge and interest are the best estimate of the damage that CITY will suffer in the event of late payment of Rent.

5. SECURITY DEPOSIT.

5.1 Security Deposit. Concurrently with TENANT's execution and delivery of this Lease to CITY, TENANT shall deposit with CITY the Security Deposit as set forth in Section 1.12 above. The Security Deposit shall be held by CITY as security for the full and faithful performance by TENANT of all of the terms, covenants and conditions of this Lease to be performed by TENANT during the Term. In the event of a TENANT Default with respect to any of its obligations under this Lease and in the event CITY discovers after expiration or termination of the Lease that TENANT has failed to clean the Premises or repair damage any TENANT Party (defined below) caused, CITY may (but shall not be required to) use,

apply or retain all or any part of the Security Deposit for the payment of any unpaid Percentage Rent, any other Rent, or for the payment of any other amount, loss or damage which CITY may spend, incur or suffer to correct such TENANT Default or such TENANT failure. If any portion of the Security Deposit is so used or applied during the Term, TENANT shall, within five (5) days after demand therefor, deposit cash with CITY in an amount sufficient to restore the Security Deposit to its original amount. CITY shall not be required to keep the Security Deposit separate from its general funds, and TENANT shall not be entitled to interest on the Security Deposit. Although the Security Deposit shall be deemed the property of CITY, the Security Deposit or any balance thereof shall be returned to TENANT within thirty (30) days following the Expiration Date or sooner termination of this Lease, provided that CITY may retain the Security Deposit until such time as any amount due from TENANT in accordance with this Lease has been determined and paid in full. TENANT hereby waives the provisions of Section 1950.7 of the California Civil Code, or any similar Law now or hereinafter in effect governing use and return of the Security Deposit.

5.2 Failure to Obtain Loan. TENANT has informed CITY that it intends to finance the Security Deposit and operations through a loan. If TENANT fails to obtain its desired loan, TENANT may terminate this agreement in writing. TENANT agrees to provide written termination within forty-eight (48) hours after determining it cannot procure sufficient funds to deliver the Security Deposit on time, or to operate its business.

6. USAGE AND COMPLIANCE.

6.1 Hazardous Materials. TENANT agrees that neither TENANT nor the TENANT Parties (defined below) shall install, introduce, use, generate, transport, store, treat, dispose of, release or otherwise handle any Hazardous Materials (as defined below) in, on, under or about the Premises, Common Areas, or Property without CITY's prior written consent, which consent may be granted, denied, or conditioned upon delivery of a Hazardous Materials Disclosure Certificate and compliance with any other requirements of CITY, all in CITY's absolute discretion, or transport any Hazardous Materials to or from the Premises, Common Areas, or Property in violation of any applicable Environmental Laws. The term "**Hazardous Material**" shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any governmental authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Premises, Common Areas, or Property, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls ("**PCB**"); (d) radon gas; and (e) flammable liquids and explosives.. TENANT shall provide CITY with prompt written notice of any known or suspected environmental discharges or releases of Hazardous Materials that are reportable to governmental authorities under any applicable Environmental Laws, together with a copy of any report, statement, notice, registration, application, permit, license, claim, action or proceeding or other communication given to or received from any governmental authority or third party with respect to any such release. TENANT covenants and agrees that no asbestos, asbestos-containing materials, PCB compounds will be used in any alterations, additions or improvements to, any portion of the Premises. TENANT shall indemnify, protect, defend and hold harmless CITY from and against all loss, costs, damages, claims, proceedings, demands, liabilities, liens, penalties, taxes, fines and expenses, including reasonable attorneys' fees, consultants' fees, litigation costs, and investigation, removal, remediation, cleanup and monitoring costs, asserted against or incurred by CITY at any time by reason of or arising out of the presence of any Hazardous Materials in, on, under, about or emanating from the Premises, Common Areas, or Property resulting from or in connection with (i) the action, inaction, fault or neglect of TENANT or any TENANT Party, (ii) the use, generation, storage, treatment, handling, transportation, disposal or release of any Hazardous Material in, on, about or emanating from the Premises, Common Areas, or Property by or for TENANT or any TENANT Party, or (iii) the violation of any

Environmental Law by TENANT or by any TENANT Party. TENANT's indemnity and duty to defend set forth in this Section shall survive the expiration or termination of this Lease.

6.2 Suitability of Premises. TENANT acknowledges that neither CITY nor any of its representatives has made any representation or warranty with respect to the Premises, or the fitness of the Premises or the furniture, fixtures, and improvements therein as of the Effective Date, with respect to the suitability or fitness of the same for the conduct of TENANT's business or for any other purpose or with respect to compliance of any of the foregoing with any Law.

6.3 Sewer Damage. TENANT agrees not to discharge any harmful or dangerous chemicals into the sewer system, whether it be inside the Premises area or inside the main system leading from the Premises to the main sewer line. Should TENANT discharge any harmful chemicals into the sewer system, TENANT shall be fully responsible for the cost and repair of such damage. CITY reserves the right to select an expert of its choosing to inspect any damage at TENANT's cost. TENANT shall not be responsible for the cost of the expert if it is determined such damage is not caused by TENANT. TENANT accepts responsibility for any damage if the following conditions exist: (i) the damage to the sewer system is determined to be due to the chemicals used in the operation of TENANT's business; or (ii) the damage exists only in the designated portion of the sewer system connecting to the Premises.

6.4 TENANT's Nondiscrimination Covenant. TENANT herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this Lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, physical or mental disability or medical condition, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased nor shall the TENANT himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of TENANT or TENANT'S assignees or subtenants in the Premises herein leased.

6.5 Pest Control. TENANT, at TENANT's sole cost, shall at all times keep the Premises free of pests (including without limitation rats, mice, spiders, mosquitoes, flies, termites, roaches, ants and other insects), including the obligation to maintain a pest control service contract with a licensed pest control operator and provide CITY with a copy of such pest control service contract. If TENANT fails to promptly and fully comply with this Section, CITY shall have the right, but not the obligation, to enter the Premises to perform such spraying or inspections at TENANT's expense. Performance of such work by CITY shall not constitute a waiver of TENANT's default in failing to do the same nor shall it entitle TENANT to any damage for any injury or inconvenience occasioned thereby nor to any abatement of Rent. TENANT shall reimburse CITY for any cost incurred by CITY pursuant to this Section upon demand therefor.

6.6 Recycling Program. TENANT, at TENANT's cost, shall participate in any and all recycling programs in which CITY is obligated to participate by law or if TENANT is otherwise required to do so pursuant to any federal, state or local law, rule or regulation.

7. TAXES; RECORDS AND ACCOUNTING.

7.1 Taxes. TENANT shall be solely responsible for paying all of the following, collectively "Taxes": (i) taxes and assessments levied on trade fixtures, alterations, additions, improvements, partitions, cabling, wiring, furniture, equipment, inventories and other personal property located and/or installed on the Premises by or on behalf of TENANT; (ii) any and all property taxes levied on the TENANT's possessory property interest; (iii) although not assessed as of the Effective Date, in the event later assessed due to a

change in ownership or otherwise, TENANT shall be responsible for all real property taxes, public infrastructure improvement assessments or any other assessments, levies, fees, exactions or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees “in lieu” of any such tax or assessment) which are assessed, levied, charged, conferred or imposed by any public authority upon the Premises or its operations, together with all taxes, assessments or other fees imposed by any public authority upon or measured by any Rent or other charges payable hereunder, including any gross receipts tax or excise tax levied by any governmental authority with respect to receipt of rental income, or upon, with respect to or by reason of the development, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by TENANT of the Premises or any portion thereof.

7.2 Notice: Payment of Taxes. A possessory property interest is created by this Lease, and may be subject to property taxation. TENANT acknowledges that this Section 7.2 constitutes notice under Revenue and Taxation Code Section 107.6 and that TENANT or the party in whom the possessory interest is vested shall be responsible for payment of such Taxes.

TENANT shall pay all Taxes prior to delinquency. To the extent any Taxes are not separately assessed or billed to TENANT by the taxing authority, CITY shall deliver to TENANT copies of the bill for such Taxes. TENANT shall pay the bill amount directly to the taxing authority no later than ten (10) business days prior to the date on which such Taxes are due. Should TENANT fail to pay its Taxes, CITY may elect to do so on TENANT's behalf and, within five (5) days after CITY's demand therefor, TENANT shall reimburse CITY for such Taxes and any penalties and fines, together with interest at the Applicable Interest Rate, from the date CITY tendered payment.

7.3 Records and Accounting. TENANT shall keep proper records and accounts of the Gross Sales and such records shall be kept in accordance with GAAP. Such records and accounts, including any sales tax reports that TENANT is required to furnish to any governmental authority, shall be open at all reasonable times to the inspection or audit of CITY or CITY's third party professional auditor or authorized representative, upon at least five (5) business days' prior notice and during business hours. TENANT shall maintain records and accounts in accordance with this Section for at least two (2) years after expiration of each period of twelve calendar months that commences on an anniversary of the Commencement Date and ends on the day immediately preceding the next anniversary of the Commencement Date (“**Lease Year**”). TENANT shall reimburse CITY for all reasonable and documented expenses incurred by CITY in performing the audit or inspection, in addition to all additional Percentage Rent found to be owed by TENANT following an audit or inspection under this Section.

CITY is a public entity subject to the California Public Records Act. Information provided to CITY pursuant to this Section 7.3 will be disclosed publicly as required by law. If CITY receives a request for records related to information obtained from TENANT pursuant to this Section 7.3, CITY agrees to promptly provide TENANT with written notice of the request. TENANT will then have the time specified in the CITY's notice to determine whether it considers any of the information confidential proprietary information and whether it will take legal action to preclude disclosure of the requested information. TENANT understands CITY's notice of a request for records under the California Public Records Act will require a prompt response from TENANT given the CITY's legal obligation to respond to such a request within 10 days of its receipt. Absent a timely response, CITY may release the requested records. CITY shall have no monetary liability to TENANT for release of information pursuant to a request under the California Public Records Act or any subpoena. Likewise, CITY shall not be obligated to defend against any challenge related to a California Public Records Act request or a subpoena for records that TENANT asserts are confidential or not disclosable. TENANT further agrees to be liable for and pay all judgments against the CITY, as well as attorney fees and costs, resulting from a challenge related to a records request or subpoena for records that TENANT asserts are confidential or not disclosable.

7.4 Monthly Accounting. A monthly accounting of Gross Sales shall be compiled and furnished to CITY by the fourteenth (14th) of each month beginning after the Commencement Date, and attached to the payment of Percentage Rent as described in Section 4.1.

7.5 Annual Financial Statements. TENANT shall provide to CITY annual compiled financial statements for TENANT's business at the Premises. The annual financial statements shall be compiled by a Certified Public Accountant and are due to CITY within three (3) months after the end of each Lease Year. If an annual compiled financial statement shows an amount owing by TENANT that is more than the Percentage Rent previously paid by TENANT for such Lease Year, TENANT shall pay CITY the deficiency. If such statement shows an amount owing by TENANT that is less than the Percentage Rent paid by TENANT for the Lease Year, the excess shall be held by CITY and credited against the next payment of Percentage Rent; however, if the Term has ended and TENANT was not in default at its end, CITY shall refund TENANT the excess.

8. INDEMNIFICATION AND EXCULPATION.

8.1 TENANT's Assumption of Risk and Waiver. Except to the extent such matter is attributable to the gross negligence or willful misconduct of CITY or CITY's agents, contractors, officers or employees, CITY shall not be liable to TENANT, or any of TENANT's Parties, as hereinafter defined, for: (i) any damage to property of TENANT, or of others, located in, on or about the Premises, (ii) the loss of or damage to any property of TENANT or of others by theft or otherwise, (iii) any injury or damage to persons or property resulting from fire, explosion, personal injury, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliance of plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of whatsoever nature, (iv) any such damage caused by other persons in the Premises, occupants of any other portions of the Property, or the public, or caused by operations in construction of any private, public or quasi-public work, or (v) any interruption of utilities and services. CITY shall in no event be liable to TENANT for any consequential damages or for loss of business, revenue, income or profits and TENANT hereby waives any and all claims for any such damages. Notwithstanding anything to the contrary contained in this Section, all property of TENANT and TENANT Parties kept or stored on the Premises, whether leased or owned by any such parties, shall be so kept or stored at the sole risk of TENANT and TENANT shall hold CITY harmless from any claims arising out of damage to the same, including subrogation claims by TENANT's insurance carriers. "TENANT Parties" or "Tenant Party" includes TENANT, TENANT's employees, members, partners, shareholders, agents, representatives, contractors, guests, customers, and invitees.

8.2 TENANT's Indemnification. TENANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees, and volunteers, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Lease, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with (i) any default in the performance of any obligation on TENANT's part to be performed under the terms of this Lease, (ii) TENANT's or TENANT Parties' use of the Premises, Property, or Common Areas; (iii) the conduct of TENANT's business or any activity, work or thing done, permitted or suffered by TENANT or TENANT Parties in or about the Premises, Property, or Common Areas; or (iii) any act, error or omission of TENANT or TENANT Parties in or about the Premises, Property, Common Areas or any portion thereof except to the extent that such claims, liabilities, or losses described in (i), (ii), or (iii) result from, in whole or in part, the gross negligence or willful misconduct of the CITY.

8.3 Survival. The obligations of TENANT under this Article 8 shall survive the expiration or other termination of this Lease with respect to any claims or liability arising prior to such expiration or other termination.

9. INSURANCE.

9.1 TENANT's Insurance Policies and Limits. Without limiting TENANT's duty to indemnify, TENANT shall maintain in effect throughout the term of this Lease a policy or policies of insurance with the following minimum limits of liability:

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

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

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

9.2. Other Insurance Requirements.

(i) Insurer. All insurance required by this Lease shall be executed by an admitted insurer authorized to transact Insurance business in the State of California that is acceptable to the CITY with a rating of A- or better. Unless otherwise specified by this Lease, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date TENANT completes its performance of services under this Lease.

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

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

endorsement is **ISO Form CA 20 48 02 99**. The general liability policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.

(iv) Certificates of Insurance. Prior to the execution of this Lease by CITY, TENANT shall file certificates of insurance with CITY’s Lease Administrator, showing TENANT has in effect the insurance required by this Lease. TENANT shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Lease, which shall continue in full force and effect.

(v) Maintain in Force. TENANT shall at all times during the Term maintain in force the insurance coverage required under this Lease and shall send, without demand by CITY, annual certificates to CITY’s Administrative Services Director. If a new certificate is not received by the expiration date shown on any annual certificate provided to CITY, CITY shall notify TENANT and TENANT shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim.

9.3 CITY’s Insurance. During the Term, CITY shall maintain insurance or an insurance equivalent (including, but not limited to, that offered to a municipality through and by a joint powers authority, a self insurance pool of liability coverage authorized pursuant to California Government Code Section 6500, or similar collective) covering the Premises (excluding, however, TENANT’s furniture, equipment and other personal property) against damage by fire and standard extended coverage perils (including, if CITY elects, “all risk” coverage, earthquake/volcanic action, flood and/or surface water insurance) and with vandalism and malicious mischief endorsements, rental loss coverage, and such additional coverage as CITY deems appropriate. At CITY’s option, all such insurance may be carried under any blanket or umbrella policies that CITY has in force for other buildings and projects. In addition, at CITY’s option, CITY may elect to self-insure all or any part of such required insurance coverage. CITY may, but shall not be obligated to, carry any other form or forms of insurance as CITY may reasonably determine is advisable.

9.4 Waiver of Subrogation. CITY and TENANT hereby mutually waive their respective rights of recovery against each other for any loss to the Premises or its contents resulting from actions on or with respect to the Premises covered (or required by this Lease to be covered) by any insurance policy required to be carried by such party under this Lease and each party agrees to apply to their insurers to obtain similar waivers from such insurers. Each party shall obtain any special endorsements required by such party’s insurer to evidence compliance with the aforementioned waiver. TENANT shall provide to CITY an endorsement that the issuer waives the right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

10. CONDITION; MAINTENANCE AND REPAIRS.

10.1 Beginning Condition. On the Commencement Date, TENANT shall accept the Premises and all furniture, fixtures, improvements, and equipment therein, including those in Exhibit D, in their “AS IS” condition. TENANT acknowledges that it has inspected the Premises and agrees that the Premises are suitable for TENANT’s intended use and TENANT agrees that it is not relying on any warranty or representation made by CITY or its officers concerning the use of the Premises. CITY does not represent or warrant that the Premises conform to zoning, setback, parking, impervious ground cover ratio, or other requirements under any Law that may relate to TENANT’s intended use.

10.2 Maintenance During the Lease.

10.2.1 TENANT’s Maintenance Obligations. During the Term of this Lease, TENANT, at its expense, shall keep and timely maintain the interior of the Premises, including, without limitation,

the restrooms, lighting, lighting fixtures, light bulbs, light switches, light switch coverings, dock doors, levelers, shelters, seals and bumpers (if any), all doors, sinks, faucets, toilets, windows, floors, floor surfaces, mirrors, walls, fireplaces, the interior surfaces of the chimney, planters, patio improvements, and patio pavement in a clean, good, safe condition and repair. In addition, TENANT shall provide interior/exterior window cleaning services for the windows of the Premises and shall maintain the landscaping improvements in the landscaped portions of the Common Area that are not a part of the Golf Course. If damage to the Premises results from the carelessness, negligence or improper use of the Premises by TENANT Parties, CITY may (i) require TENANT to repair such damage at TENANT's expense, or (ii) undertake such repairs on behalf of TENANT. TENANT shall pay CITY for all costs incurred by CITY in making such repairs after receiving a statement from CITY indicating the amount due.

10.2.2 Services. TENANT shall arrange and pay for its own security system, telecommunication systems, and any and all other services that TENANT desires. TENANT shall arrange and pay for its own daily janitorial service (including on weekends) and trash removal service. TENANT shall also arrange and pay for the types of services at the frequency stated in **Exhibit C**.

10.2.3 Maintenance and Repair of Equipment and Fixtures. TENANT shall maintain and repair the equipment and fixtures in the Premises, whether provided initially by TENANT or CITY. TENANT shall maintain these items in a clean, good, safe condition and repair at all times.

10.2.4 Repair/Replace Costs.

(a) If any CITY-owned fixture or equipment identified on **Exhibit D** (as it may be updated from time to time with the approval of TENANT and CITY) fails to operate properly, TENANT shall notify CITY and TENANT shall attempt to have such fixture or equipment repaired. The cost to repair such fixture or equipment shall be at TENANT's sole expense. All items on Exhibit D shall remain the property of CITY at the expiration or sooner termination of the Lease.

(b) Before replacing any fixtures or equipment owned by CITY (including items on Exhibit D as it may be updated from time to time, and fixture and equipment purchased by CITY for the Premises in CITY's sole and absolute discretion), TENANT shall obtain CITY's prior written consent for the proposed replacement item and brand and replace the item at TENANT's sole cost and expense. TENANT will retain ownership of equipment purchased at their expense, excepting, however, that if replacement of the CITY-owned item is due to TENANT or TENANT's Party damaging the item, CITY shall maintain ownership of the item. If it notes any deficiencies in the repair or maintenance, CITY shall send written notice of the deficiency to TENANT. TENANT shall repair or maintain the noted item(s) within a reasonable time as stated in the notice. If TENANT fails to do so, CITY may perform the necessary maintenance or repairs and require reimbursement from TENANT.

10.2.5 Premises Décor and Improvements.

(a) In accordance with Section 11.1, TENANT shall be responsible, at its sole cost and expense, for performing, installing, constructing, or causing to be performed, installed, or constructed, all TENANT-proposed painting, decorations, and Alterations, including all approved TENANT-proposed fixtures, improvements and furnishings.

(b) TENANT shall not remove artwork, trophies, memorabilia, furniture, or equipment belonging to CITY in the Premises as of the Effective Date without prior written consent from CITY.

10.2.6 CITY Maintenance Obligations.

(a) CITY shall repair and maintain in good condition the exterior walls of the Building and Premises; the structure and exterior of the chimney connected to the Premises, including any flu or fan; the roof, foundation, and other structural components of the Building; the components of the electrical, plumbing, mechanical, life/safety, heating, ventilation and air conditioning (“HVAC”) systems; exterior painting, exterior doors and door surfaces; the patio portion of the Premises; and the Common Areas. Notwithstanding the foregoing, CITY shall not be responsible for repairing any damage caused by any act, omission, or negligence of TENANT, or its responsible employees, agents, invitees, licensees, assignees, or subtenants.

(b) CITY shall provide TENANT with written notice at least 30 days before it begins substantial repairs or modifications to the Golf Course, the Golf Pro Shop, or parking lot in the Common Areas, which would have the effect of impairing the TENANT's business.

10.3 Condition Upon Surrender. Upon the expiration or termination of this Lease, TENANT shall surrender the Premises to CITY broom clean, and, subject to reasonable wear and tear, in the condition which TENANT shall have been required to maintain the Premises under this Lease with the heating, ventilation, plumbing, electrical, lighting, man doors, dock doors, levelers, shelters, seals and bumpers (if any), windows and floors serving the Premises in good operating condition. TENANT shall repair all damage to the Premises caused by the installation or removal of its trade fixtures and other property of TENANT. TENANT shall restore the Premises to the same condition or better as existed immediately prior to the installation of any item removed.

11. ALTERATIONS AND SIGNS

11.1 Alterations. TENANT shall not make any alterations or construct, install, or allow to be constructed or installed any physical additions, fixtures, or improvements in, about, or to the Premises (“Alterations”) without the prior written consent of CITY. TENANT’s request for consent shall include detailed specifications, floor plans and necessary permits (if applicable) for CITY’s review. TENANT must obtain such consent of CITY prior to applying for any permit or approval. If CITY consents to TENANT’s proposed Alterations, TENANT shall ensure that the Alterations and the installation or construction of the Alterations comply with all Laws and obtain any and all permits or approvals required for the Alterations under any Laws. All contractors must be licensed in the State of California. CITY may, at any time during the Term of this Lease, notify TENANT that it requires TENANT to remove any or all Alterations and restore the Premises to their prior condition at TENANT's sole cost and expense. Any approved Alterations (except trade fixtures) shall become the property of CITY unless CITY notifies TENANT that CITY requires TENANT to remove the Alterations at any time before the Expiration Date or sooner termination of the Lease. If TENANT fails to perform its obligations under this Article 11, CITY may perform TENANT’s obligations, and TENANT shall pay CITY for all costs so incurred by CITY as additional Rent after receiving a statement from CITY indicating the amount due.

11.2 Signs. TENANT shall have the right to install any directional, pricing, or other signs on the interior walls of the Premises. TENANT shall not have the right to place signs on the exterior of the Premises or in or on the Common Areas without CITY’s prior written consent. All signs must comply with applicable Laws. CITY may refuse consent to any proposed signage that is in CITY’s opinion too large, deceptive,

unattractive or otherwise inconsistent with or inappropriate to the character of the Premises or the Golf Course. CITY shall assist and cooperate with TENANT in obtaining any necessary permission from authorities or adjoining owners and occupants for TENANT to place or construct the foregoing signs. TENANT shall repair all damage to the Premises resulting from the removal of signs installed by TENANT.

12. ENTRY BY CITY.

Upon reasonable prior written notice, CITY and its employees and agents shall have the right to enter the Premises to inspect the Premises, to show the Premises to prospective tenants or purchasers, post notices of non-responsibility on the Premises, to alter, improve or repair the Premises, or to perform any obligation of CITY or (if CITY so elects) any obligation of TENANT under this Lease. In exercising such entry rights, CITY shall endeavor to minimize, to the extent reasonably practicable, the interference with TENANT's business, and shall provide TENANT with reasonable advance notice (oral or written) of such entry (except in emergency situations and for scheduled services). For each of the foregoing purposes, CITY shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TENANT's vaults and safes (if any), and CITY shall have the means which CITY may deem proper to open said doors in an emergency in order to obtain entry to the Premises.

13. DEFAULT AND REMEDIES.

13.1 TENANT's Default. The occurrence of any one (1) or more of the following events shall constitute a "Default" under this Lease by TENANT:

- a) TENANT's failure to pay any Rent by the date such amount is due where such failure continues for three (3) business days after TENANT's receipt of CITY's notice that Rent was not received;
- b) TENANT fails more than twice within a 12-month period to make any payment of Rent when due, in which case the third failure shall be a noncurable default, provided that in the first two instances in a 12-month period CITY has given TENANT the required written notice described in 13.1(a) above;
- c) The abandonment of the Premises by TENANT;
- d) TENANT's failure to observe and perform any other required provision of this Lease, where such failure continues for thirty (30) days after written notice from CITY;
- e) TENANT's failure to maintain in effect any insurance policy required under Article 9 or failure of any insurance policy carried by TENANT to satisfy any of the terms and conditions of Article 9;
- f) TENANT's making of any general assignment for the benefit of creditors;
- g) The filing by or against TENANT of a petition to have TENANT adjudged a bankruptcy or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TENANT, the same is dismissed after the filing);
- h) The appointment of a trustee or receiver to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) days;
- i) TENANT's failure to operate the Premises for 7 or more consecutive days and failure to resume operation within three calendar days of notice from CITY regarding such non-operation, absent

written consent from the CITY for the closure; or

- j) The attachment, execution or other judicial seizure of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where such seizure is not discharged within thirty (30) days.

13.2 CITY Remedies Upon TENANT Default. In the event of a TENANT Default, CITY, at its option, may do one or more of the following:

- a) Terminate this Lease, enter and take possession of the Premises in accordance with any applicable Laws governing such repossession, and remove TENANT and recover all damages caused by TENANT's breach;
- b) With or without terminating the Lease, enter and take possession of the Premises in accordance with any applicable Laws governing such repossession, and remove TENANT;
- c) Continue the Lease in effect and recover Rent as it becomes due under California Civil Code Section 1951.4. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver upon CITY's initiative to protect its interest under this Lease shall not of themselves constitute a termination of TENANT's right to possession;
- d) If CITY terminates the Lease, recover the worth at the time of award of the amount by which the unpaid Rent would have been earned after termination until the time of award exceeds the amount of such Rent loss that TENANT proves could have been reasonably avoided. For purposes of this provision, TENANT agrees that "Rent" shall mean the fair market rental value of the property;
- e) If CITY terminates the Lease, recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that TENANT proves could be reasonably avoided. For purposes of this provision, TENANT agrees that "Rent" shall mean the fair market rental value of the property;
- f) To appoint a receiver to take possession of the Premises, collect and apply Rent, perform any obligation of TENANT, and exercise any remedy of CITY under this Lease;
- g) Bring action for recovery of all amounts due from TENANT;
- h) Perform any obligation of TENANT and charge TENANT the cost incurred to perform such obligation;
- i) Pursue any other remedies available to CITY under this Lease, at law or in equity.

TENANT acknowledges that its default of any provision under this Lease will cause CITY to incur additional costs and expenses, the exact amounts of which are extremely difficult or impractical to fix at the time of TENANT's amount due. TENANT further acknowledges that the negotiated rent, being a Percentage Rent of gross sales, makes it difficult or impractical to establish the amount of Rent owed under the remainder of the Lease in the event this Lease is terminated. Therefore, if any default by TENANT results in CITY exercising the right to terminate this Lease, TENANT acknowledges that damages related to Rent owed or lost from the time the Lease is terminated until the Expiration Date of this Lease shall be calculated based on the fair market rental value of the property. TENANT agrees that for the purposes of this agreement only, the fair rental market value of the Lease is eleven thousand (\$11,000) per month. TENANT further agrees that the anticipated fair market value of the Lease in future years is difficult or

impractical to fix at the Effective Date of this Lease, and so agrees that the fair market value shall be calculated as increasing at a rate of three percent (3%) per year every year after the first year of this Lease. TENANT agrees that such calculation is reasonable and not punitive.

The "worth at the time of award" of the amounts referred to in clauses (c), (d), and (e) above shall be computed by allowing interest at the Interest Rate. The "worth at the time of award" of the amount referred to in clause (f) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

13.3 Costs Upon Default and Litigation. TENANT shall pay to CITY as additional Rent all the expenses incurred by CITY in connection with any Default by TENANT hereunder or the exercise of any remedy by reason of any Default by TENANT hereunder, including court costs and reasonable attorneys' fees and expenses.

13.4 CITY Default. If CITY fails to perform an obligation of CITY hereunder on or before (a) thirty (30) days after TENANT gives written notice that such obligation has not been performed when due, or (b) if such obligation cannot be reasonably performed in such thirty (30) day period, then such longer period as is reasonably required so long as CITY is diligently pursuing action to cure such obligation. Until such time, CITY shall not be deemed in Default, and TENANT shall have no remedy against CITY for such failure. If CITY is deemed in Default, TENANT's sole remedies are to (i) seek specific performance or injunctive relief, (ii) file suit against CITY seeking damages directly resulting from such default, or (iii) seek a declaratory judgment. TENANT waives and releases its rights, including its right to make repairs at CITY's expense, under California Civil Code sections 1932(1), 1941, and 1942 or any similar Laws now or hereinafter in effect.

14. ABANDONED PROPERTY.

If TENANT leaves any personal property in or about the Premises after the Expiration Date or the earlier termination of this Lease, at CITY's option, (i) such personal property shall become the sole property of CITY without any liability to account for the proceeds from CITY's disposition, if any, of the property, or (ii) CITY may remove, store, destroy, sell, discard or otherwise dispose of the personal property. In such event, TENANT shall reimburse CITY for all expenses incurred by CITY in such disposition. TENANT hereby waives its rights under Sections 1980 to 1993.09 of the California Civil Code and agrees that CITY has no obligations to TENANT thereunder, including any obligation to pay TENANT any proceeds from any sale thereof or follow the noticing process described therein, with respect to TENANT's personal property left at the Premises after the Expiration Date or earlier termination of this Lease. The provisions of this Section shall survive the Expiration Date or earlier termination of this Lease.

15. PARKING.

During the Term, TENANT shall be entitled to the non-exclusive use of the number and type of parking spaces specified in Section 1.13 of the Basic Lease Provisions within the parking areas of the Common Areas as designated by CITY from time to time. CITY shall at all times have the right to establish and modify the configuration of the parking areas of the Common Areas, including changing the type or number of parking spaces. In addition, CITY may, in its discretion, designate any unreserved parking spaces as reserved parking for other tenants or CITY staff members. TENANT shall not use any parking spaces specifically assigned by CITY to other tenants, if any, or for such other uses such as visitor, handicapped or other special purpose parking. While TENANT is entitled to use the above-described parking spots, TENANT acknowledges that it shares these parking spaces with the Golf Course and that CITY does not guarantee the availability of any parking.

16. CASUALTY.

16.1 CITY's Rights and Obligations. If the Premises is damaged by fire or other casualty not caused by the negligence or willful misconduct of TENANT ("**Casualty**") to an extent not exceeding twenty-five percent (25%) of the full replacement cost thereof, and CITY's contractor estimates in writing delivered to the parties that the damage thereto is such that the Premises may be repaired, reconstructed or restored to substantially its condition immediately prior to such Casualty within one hundred twenty (120) days from the date of such Casualty, and CITY will receive insurance proceeds sufficient to cover the costs of such repairs, reconstruction and restoration (including proceeds from TENANT and/or TENANT's insurance which TENANT is required to deliver to CITY pursuant to this Lease), then CITY shall commence and proceed diligently with the work of repair, reconstruction and restoration and this Lease shall continue in full force and effect. If, however, the Premises is damaged to an extent exceeding twenty-five percent (25%) of the full replacement cost thereof, or CITY's contractor estimates that such work of repair, reconstruction and restoration will require longer than one hundred twenty (120) days to complete from the date of Casualty, or CITY will not receive insurance proceeds (and/or proceeds from TENANT, as applicable) sufficient to cover the costs of such repairs, reconstruction and restoration, then CITY may elect to either: (i) repair, reconstruct and restore the portion of the Premises damaged by such Casualty, in which case this Lease shall continue in full force and effect; or (ii) terminate this Lease effective as of the date which is thirty (30) days after TENANT's receipt of CITY's election to so terminate. Under any of the conditions of this Section, CITY shall give written notice to TENANT of its intention to repair or terminate within the later of sixty (60) days after the occurrence of such Casualty, or fifteen (15) days after CITY's receipt of the estimate from CITY's contractor or, as applicable, thirty (30) days after CITY receives approval from CITY's Mortgagee to rebuild.

16.2 TENANT's Termination Right. In the event of any damage or destruction which (i) is not caused by TENANT or any of the TENANT Parties, (ii) materially affects TENANT's use and enjoyment of the Premises and (iii) TENANT's possession and use of the Premises cannot be restored by CITY within one hundred twenty (120) days for reasons other than delays caused by TENANT or any of TENANT's Parties, TENANT shall have the right to terminate this Lease upon written notice to CITY given within thirty (30) days after the expiration of said 120-day period. TENANT waives the provisions of Sections 1932(2) and 1933(4) of the California Civil Code, or any other similar Law now or hereinafter in effect.

17. CONDEMNATION.

If any legally constituted authority condemns the Premises or if a portion of the Premises greater than or equal to 25% is condemned or the portion to be condemned includes a majority of the kitchen area, this Lease shall terminate on the date the public authority takes possession and TENANT's obligation to pay Percentage Rent shall cease on such date. All compensation awarded for such taking of the fee and leasehold shall belong to and be the property of CITY without any deduction therefrom for any present or future estate of TENANT and TENANT hereby assigns to CITY all its right, title, and interest to any such award. However, TENANT shall have the right to recover from the condemning authority, but not from CITY, such compensation as may be awarded to TENANT for goodwill lost by TENANT's business conducted on the Premises, for moving and relocation expenses, and for depreciation to and removal of TENANT's trade fixtures or personal property on the Premises.

18. NOTICES. Notices required under this Agreement shall be delivered personally or by nationally recognized overnight courier to CITY and TENANT at the addresses listed below, unless CITY or TENANT receives proper notice that the other party wishes to change the address listed below.

FOR CITY:

Attn: City Manager

FOR TENANT:

Attn: Jerry Regester or Gail Grammatico

PGCC 4-15-26

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

Address

(831) 648-3101

Phone

Fortunate Fork LLC
4000 Rio Road, Suite 28
Carmel, CA 93923

Address

831-269-9097 or 831-920-8217

Phone

19. ASSIGNMENT AND SUBLETTING.

19.1 Consent Required. TENANT may not assign this Lease or sublet the Premises in whole or in part without CITY's prior written consent. An assignment of this Lease or subletting of the Premises in whole or in part without CITY's prior written consent is voidable by CITY in CITY's sole and absolute discretion.

19.2 Change in Control Is An Assignment. If TENANT is a partnership or a limited liability company, any cumulative transfer of more than fifty percent (50%) of the partnership or the limited liability company membership interests, as applicable, shall constitute an assignment and shall require CITY's consent. Without limiting the foregoing, it shall constitute an assignment requiring CITY's consent if: (a) TENANT is a limited partnership and there is a transfer of a general partner interest; or (b) if TENANT is a limited liability company and there is a transfer of any managing membership interest. If TENANT is a corporation, any change in a controlling interest of the voting stock of the corporation is an assignment requiring CITY's consent.

19.3 Request for Consent. If TENANT seeks to assign this Lease or sublet any part of the Premises, then at least thirty (30) days prior to the proposed effective date of the proposed assignment or sublease, TENANT shall deliver to CITY written notice setting forth the terms and conditions of the assignment or sublease and the identity of the proposed assignee or subtenant. CITY will then notify TENANT of its election to do one of the following: (i) request additional information about the proposed assignee or subtenant to evaluate the proposal; (ii) consent to the proposed assignment or sublease subject to such reasonable conditions as CITY may impose in providing such consent; (iii) refuse such consent, in CITY's reasonable discretion; or (iv) terminate this Lease as to all or such portion of the Premises which is proposed to be sublet or assigned and recapture all or such portion of the Premises for reletting by CITY.

19.4 TENANT Primarily Liable. If TENANT assigns this Lease or sublets any part of the Premises, TENANT will remain primarily liable for all of TENANT's obligations under this Lease.

20. RELOCATION WAIVER

TENANT fully releases and discharges CITY from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of any kind or nature, known or unknown, now existing or hereinafter arising, which arise from or relate in any manner to the relocation of TENANT's business operations, or the relocation of any person(s), business(es), or other occupant(s) located on within, on, or about, the Premises following the full or partial termination or expiration of TENANT's leasehold interest in the Premises (collectively, "**Relocation Claims**"), including waiver and release of any relocation rights under Government Code sections 7260 et seq. ("**Relocation Assistance Law**"). TENANT acknowledges and agrees that the release and waiver set forth in this Article 20 is material consideration for CITY's agreement to this Lease, and that, but for this release and waiver, CITY would not have entered into this Lease. By releasing and forever discharging the Relocation Claims, TENANT expressly waives any rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

21. GENERAL PROVISIONS.

21.1 Governing Law. This Lease shall be governed by, and construed pursuant to, the laws of the State of California. Venue for any litigation between the parties hereto concerning this Lease or the occupancy of the Premises shall be initiated in Monterey County, California.

21.2 City Consent. Unless the context or Law requires otherwise or this Lease explicitly states otherwise, the City Manager shall have the authority to approve any consent TENANT is required to obtain from CITY under this Lease.

21.3 No Presumption Against Drafter. There shall be no presumption against CITY on the basis that the CITY drafted the Lease, and the Parties agree that the Lease was jointly prepared by both Parties.

21.4 Independent Covenants. TENANT's covenants to pay Rent and other sums due hereunder are independent of CITY's covenants hereunder and TENANT shall have no right to withhold any such payments on account of any alleged failure by CITY to perform or comply with any of CITY's covenants.

21.5 Calculation of Time for Performance; Extension for Performance Due on Non-Business Days. Days will be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or legal holiday as described in California Government Code §§6700–6701, then it will be excluded. Any act required by this Lease to be performed by a certain day will be timely performed if completed before 5 p.m. Pacific time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or legal holiday, then the time for performance of that obligation is extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or legal holiday. Unless otherwise expressly provided in this Lease, all periods of time referenced in this Lease will include all calendar days. For purposes of this Lease, the term “business day” will mean any calendar day other than a Saturday, Sunday, or legal holiday as described in Government Code §§6700–6701. Section 13.1(i) is not subject to this provision, and timelines thereunder shall be calculated by calendar days regardless of the existence of a Saturday, Sunday, or legal holiday occurring during the relevant timeframe.

21.6 Successors and Assigns. Subject to the provisions of Article 19, above, and except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives and permitted successors and assigns; provided, however, no options or other rights which are expressly made personal to the original TENANT hereunder or in any Exhibit attached hereto shall be assignable to or exercisable by anyone other than the original TENANT under this Lease.

21.7 No Merger. The voluntary or other surrender of this Lease by TENANT or a mutual termination thereof shall not work as a merger and shall, at the option of CITY, either (i) terminate all or any existing subleases, or (ii) operate as an assignment to CITY of TENANT’s interest under any or all such subleases.

21.8 Memorandum of Lease. CITY may elect to have either this Lease or a short form memorandum hereof recorded pursuant to the requirements of California Government Code section 37393. TENANT shall cooperate with CITY in executing and acknowledging any such memorandum of lease.

21.9 Waiver. Any waiver of any terms and conditions of this Lease must be in writing and signed by CITY and TENANT. A waiver of any of the terms and conditions of this Lease shall not be construed as a waiver of any other terms or conditions in this Lease. A failure to enforce a term of this Lease shall not be construed as a waiver of such term or condition.

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

21.11 Time of the Essence. Time is of the essence with respect to performance of every provision of this Lease in which time or performance is a factor.

21.12 Payments and Notices. All Rent and other sums payable by TENANT to CITY hereunder shall be paid to CITY at the address designated in the Basic Lease Provisions, or to such other persons and/or at such other places as CITY may hereafter designate in writing.

21.13 Prior Agreements; Amendments. This Lease, including the Summary and all Exhibits attached hereto, contains all of the covenants, provisions, agreements, conditions and understandings between CITY and TENANT concerning the Premises and any other matter covered or mentioned in this Lease, and no prior agreement or understanding, oral or written, express or implied, pertaining to the Premises or any such other matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Lease to the extent they are not expressly incorporated herein.

21.14 Accord and Satisfaction. No payment by TENANT or receipt by CITY of a lesser amount than the Rent payment herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and CITY may accept such check or payment without prejudice to CITY's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. TENANT agrees that each of the foregoing covenants and agreements shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by any statute or at common law.

21.15 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations), injunction or court order, riots, insurrection, war, terrorism, bioterrorism, fire, earthquake, inclement weather including rain, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability) (herein collectively, "**Force Majeure Delay(s)**"), then performance of such act shall be excused for the period of such Force Majeure Delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not apply to nor operate to excuse TENANT from the payment of Rent, or any other payments strictly in accordance with the terms of this Lease.

21.16 Signatures; Counterparts. TENANT shall sign this Lease prior to CITY executing this Lease. This Lease may be executed in any number of counterparts, each of which shall be deemed an original binding on the parties hereto. The exchange of copies of this Lease and of signature pages by electronic means, including PDF e-mail or shall constitute effective execution and delivery of this Lease as to the Parties and may be used in lieu of the original Lease for all purposes. Signatures of the Parties transmitted by electronic means, including PDF, shall be deemed to be their original signatures for all purposes. Neither Party shall

raise the use of electronic means to deliver a signature hereto or to any notice delivered hereunder, or the fact that any signature or agreement or instrument was transmitted or communicated electronically, as a defense to the formation of a contract, and each Party forever waives any such defense.

21.17 Authority. Any individual executing this Lease on behalf of CITY or TENANT represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and bind the party to the terms and conditions of this Lease.

21.18 Joint and Several Liability. If more than one person or entity executes this Lease as TENANT: (a) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Lease to be kept, observed and performed by TENANT; and (b) the act or signature of, or notice from or to, any one or more of them with respect to this Lease shall be binding upon each and all of the persons and entities executing this Lease as TENANT with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

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

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

21.21 Claims. TENANT shall notify CITY, in writing, by the end of the next non-holiday weekday, of any occurrences at the Premises which involve any injury to person or property including a full description of the facts, circumstances, nature and results of the occurrence; names and addresses of persons involved; photographs of any injuries or damage; and a map, diagram or plat of the place of the occurrence. TENANT will promptly provide CITY with copies of any claims for damage of any sort, including complaints in any court actions involving such claims. Likewise, if CITY is involved in any claims that affect the Premises or affect the TENANT's use of the Premises, CITY shall promptly notify TENANT in writing.

This space is left blank, intentionally.

IN WITNESS WHEREOF, CITY and TENANT have executed this Lease as of the day and year written below.

CITY OF PACIFIC GROVE

TENANT

By: _____
Matthew Mogensen, City Manager

Date: _____

Approved as to Form

By: _____
City Attorney

Date: _____

Approved as to
Fiscal Provisions¹

By: _____
Finance

Date: _____

By: _____

Date: _____

By: _____
(Signature of Secretary, Asst. Secretary,
CFO, or Asst. Treasurer)

Date: _____

City Lease Number: _____.

¹ Approval by Finance necessary only if financial questions or issues raised in the City's approval of agreement.

EXHIBIT

A

CLERK'S ROOM
ANY SET OF THIS

SERVICE COUNTER

KITCHEN

CAFETERIA

TOILET

LOCKERS

STORAGE

OFFICE

RESTROOMS

DISPLAY

WORKER

MEN

WOMEN

STAIRS

ELEVATOR

SERVICE YARD

TENNIS COURT

BASKETBALL COURT

SOFTBALL FIELD

BASEBALL FIELD

FOOTBALL FIELD

HOCKEY RINK

SWIMMING POOL

GOLF COURSE

EXHIBIT B

RULES AND REGULATIONS

1. TENANT shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators or stairways of the Building. The halls, passages, exits, and entrances are not for the general public, and CITY shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of CITY would be prejudicial to the safety, character, reputation and interests of the Building and its tenants provided, that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. TENANT and no employee, invitee, agent, licensee or contractor of TENANT shall go upon or be entitled to use any portion of the roof of the Building unless in connection with the chimney sweep work or otherwise authorized by the City.
2. CITY will furnish TENANT, free of charge, two keys to each door lock in the Premises. CITY may impose a reasonable charge for any additional keys. TENANT may not make or have made additional keys, and TENANT shall not alter any lock or install a new additional lock or bolt on any door or window of its Premises. TENANT, upon termination of its tenancy, shall deliver to CITY the keys of all doors which have been furnished to, or otherwise procured by TENANT, and, in the event of loss of any keys, shall pay CITY the cost of replacing the same or of changing the lock or locks opened by such lost key if CITY shall deem it necessary to make such change.
3. IT cables and equipment, telephone lines and security systems shall not be installed in the Premises except with the approval and under the direction of CITY.
4. CITY reserves the right to exclude from the Building between the hours of 7:00 p.m. and 6:00 a.m., or such other hours as may be established from time to time by CITY, and on legal holidays, any person unless that person is known to the person or employee in charge of the Building and has a pass or is properly identified. CITY shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. TENANT shall be responsible for all persons for whom it requests passes and shall be liable to CITY for all acts of such persons.
5. TENANT shall close and lock all doors of its Premises and entirely shut off all water faucets or other water apparatus, and, except with regard to TENANT's computers and other equipment which reasonably require electricity on a 24-hour basis, all electricity, gas or air outlets before TENANT and its employees leave the Premises. TENANT shall be responsible for any damage or injuries sustained by other TENANTS or occupants of the Building or by CITY for noncompliance with this rule.
6. The bathrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed.
7. TENANT shall not sell, or permit the sale at retail, of newspapers, magazines, periodicals, theater tickets, or any other goods or merchandise to the general public in or on the Premises.
8. TENANT shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building. TENANT shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
9. Except as expressly permitted in the Lease, TENANT shall not mark, drive nails, screw or drill into the partitions, window mullions, woodwork or plaster, or in any way deface the Premises or any part thereof, except to install normal wall hangings. TENANT shall repair any damage resulting from noncompliance under this rule.
10. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in and around the Project or the Buildings are expressly prohibited, and each TENANT shall cooperate to prevent same.
11. CITY reserves the right to exclude or expel from the Buildings any person who, in CITY's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Project.

12. All garbage and refuse disposal shall be made in accordance with directions reasonably issued from time to time by CITY.
13. TENANT shall not use in any space any hand trucks except those equipped with rubber tires and side guards, or such other material-handling equipment as CITY may approve.
14. TENANT agrees that it shall comply with all fire and security regulations that may be issued from time to time by CITY, and TENANT also shall provide CITY with the name of a designated responsible employee to represent TENANT in all matters pertaining to such fire or security regulations. TENANT shall cooperate fully with CITY in all matters concerning fire and other emergency procedures.
15. TENANT assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage. Such responsibility shall include keeping doors locked and other means of entry to the Premises closed.
16. CITY may waive any one or more of these Rules and Regulations for the benefit of TENANT or any other TENANT, but no such waiver by CITY shall be construed as a waiver of such Rules and Regulations in favor of TENANT or any other such TENANT, nor prevent CITY from thereafter enforcing any such Rules and Regulations against any and all of the TENANTS in the Building.
17. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Buildings.
18. CITY reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety, security, care and cleanliness of the Buildings and for the preservation of good order therein. TENANT agrees to abide by all such Rules and Regulations hereinabove stated and any additional rules and regulations which are adopted.
19. TENANT shall be responsible for the observance of all of the foregoing rules by TENANT's employees, agents, clients, customers, invitees or guests.
20. TENANT shall not without CITY's consent, which may be given or withheld in CITY's sole and absolute discretion, receive, store, discharge, or transport firearms, ammunition, or weapons or explosives of any kind or nature at, on or from the Premises or the Buildings.
21. **EXCEPT WITH THE PRIOR WRITTEN PERMISSION OF CITY, NO OVERNIGHT PARKING IS PERMITTED AT THE PREMISES. A DAILY FEE OF (\$100) SHALL BE CHARGED AS RENT FOR EACH VIOLATION.**
22. **SMOKING IS NOT PERMITTED ON THE PREMISES OR COMMON AREAS EXCEPT IN SPECIFIC AREAS DESIGNATED BY CITY. A FEE OF (\$50) SHALL BE CHARGED AS RENT FOR EACH VIOLATION.**

EXHIBIT C

ONGOING MAINTENANCE SCHEDULE

Type	Frequency
Carpet Cleaning	Every 6 months
Window Washing	Monthly
Ansul System Flush	Every 6 months
Grease Trap	Quarterly
Hoods ducts	Every 6 months
Hoods and Stove Trays	Weekly
Auto-Chlor	Monthly
Fridge and Freezer Preventative Maintenance	Annually
Deep Clean	Annually
Interior Paint Touch Ups	Annually
Chimney Sweep	Annually
Outdoor Furniture Weather Treatment	Annually
Bathroom Cleaning/janitorial service	At least twice per day or more as needed

Exhibit D

THE GROVE AT POINT PINOS EQUIPMENT AND FURNISHINGS LIST AT COMMENCEMENT DATE

LESSOR-OWNED EQUIPMENT AND FURNISHINGS		
ITEM	QTY	DESCRIPTION
1	1	Can Wash Faucet and Hose (outside the building)
2	1	Janitors/Mop Sink in the storage room
3	2	Chemical storage multi-rack shelf in the storage room
4	7	6 dry storage multi-rack shelves and 1 wine rack in the storage room
6	1	Walk-in Refrigerator with 5 multi-rack storage shelves
7	1	Walk-in Freezer with 4 multi-rack storage shelves
8	1	Unit Evaporator (Freezer)
9	1	Unit Evaporator (Refrigerator)
11	1	Snack bar counter
12	1	Worktable with preparation sinks
13	1	Fire suppression system
14	1	Cube ice machine with storage bin
15	1	Employee handwashing sink
16	1 lot	Wall mounted shelf and utensil rack
17	1	Clean dish table/utensil sinks and drain boards
18	1	Booster heater
19	1	Type II vapor hood
21	1	Pre-rinse unit
22	1	Soiled dish table
23	1	Wall mounted rack shelf
24	1	Stainless steel wall lining
25	1	Type I exhaust ventilator
26	1	Vulcan six burner stove w/ convection oven
27	1	Vulcan six burner stove w/ oven
28	1	Under boiler with oven
29	1	Griddle top range with convection oven
30	1	Salamander broiler
31	2	Deep fat fryer with filter system
32	1	Worktop with base cabinet
33	1	Single section reach-in refrigerator/Freeze
34	1	Refrigerated work counter with cold rail
35	2	Refrigerated prep stations
36	1 lot	Wall-mounted shelf
37	1	Chef's work counter with sink
38	1	11-quart soup well unit
39	1	Waitress counter
40	1	Two-section under counter refrigerator
42	1	Ice/Water station
43	3	Compartment sink with two drain boards
44	1	Bottle cooler
45	1	Drain board
46	1	Handwashing sink
47	1	Drain board
48	1	Serving counter
49	12	Bar Stools
50	3	Round High-Top Tables
51	22	Square Tables
52	2	Outdoor Teak Bench (Matches patio furniture)
54	50	Indoor dining chairs
55	12	Teak Patio Tables – various sizes
56	72	Teak Patio Chairs – various styles
57	5	Child highchair

EXHIBIT E

CONFIRMATION OF TERM OF LEASE

This Confirmation of Term of Lease is made by and between City of Pacific Grove, a California Municipal Corporation and charter city (“CITY”) and _____, a _____ (“TENANT”), who agree as follows:

1. CITY and TENANT entered into a Lease dated [*insert Effective Date:* _____] (“Lease”), in which CITY leased to TENANT and TENANT leased from CITY the Premises (as defined in the Lease) in the building located at 79 Asilomar Boulevard, Pacific Grove, CA 93950.

2. CITY and TENANT agree to confirm the Commencement Date and Expiration Date of the Term of the Lease as follows:

(a) _____, 20____, is the Commencement Date;

(b) _____, 20____, is the Expiration Date; and

(c) *[insert other relevant negotiated dates, add lowercase letter sections as needed]*

3. TENANT hereby confirms that the Lease is in full force and effect and:

(a) TENANT has accepted possession of the Premises as provided in the Lease;

(b) The improvements (including those identified in Lease Exhibit E) and space required to be furnished by CITY under the Lease have been furnished;

4. The Lease has not been modified, altered or amended, except as follows:

_____;

5. There are no setoffs or credits against rent and no security deposit has been paid except as expressly provided by the Lease.

6. The provisions of this Confirmation of Term of Lease shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors, subject to the restrictions on transfer and subleasing contained in the Lease.

[Remainder of page intentionally left blank; signature page follows]

CITY OF PACIFIC GROVE

TENANT

By: _____
Matthew Mogensen, City Manager

Date: _____

Approved as to Form

By: _____
City Attorney

Date: _____

Approved as to
Fiscal Provisions²

By: _____
Finance

Date: _____

By: _____

By: _____

By: _____

Date: _____

DRAFT

² Approval by Finance necessary only if financial questions or issues raised in the City's approval of agreement.

ORDINANCE NO. 26-_____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
APPROVING A CONCESSION LEASE BETWEEN FORTUNATE FORK, LLC AND
THE CITY OF PACIFIC GROVE FOR FOOD AND BEVERAGE CONCESSION
SERVICES AT THE POINT PINOS GRILL**

FACTS

1. The City owns the Pacific Grove Golf Course Clubhouse, known as Point Pinos Grill, located at 79 Asilomar Boulevard ("PREMISES").
2. The City operates the PREMISES through a concessionaire agreement for food and beverage services.
3. The PREMISES is improved with a restaurant including a kitchen, a banquet room, a dining room, outdoor patio, two public restrooms, and a snack bar.
4. The previous tenant of the PREMISES vacated the PREMISES on November 23, 2025. In order to maintain business continuity, staff negotiated and entered into a temporary month-to-month management agreement with CourseCo Inc. effective December 1, 2025.
5. The City issued a Request for Proposal (RFP) on December 15, 2025. The RFP closed January 29, 2026 at 2:00 pm. On January 29, 2026, the City received sealed proposals from two entities. A panel of staff reviewed the proposals and interviewed each proposer. As a result of the selection process, the proposal submitted by Fortunate Fork, LLC was selected as the highest rated proposal for their unique qualifications and vision for the PREMISES.
6. The concession lease allows Fortunate Fork, LLC the exclusive use of PREMISES for the sale of food, beverages (including alcoholic beverages) and related services including banquets, and other related events.
7. The concession lease is not an expanded use of the PREMISES.
8. The concession lease allows Fortunate Fork, LLC to change the name of the PREMISES from "Point Pinos Grill" to "The Grove at Point Pinos".
9. Leasing of the PREMISES will not have a significant effect on the environment and is found exempt from the California Environmental Quality Act (CEQA) per Section 15301 of the CEQA Guidelines which allows for the leasing, licensing, repair, and maintenance of public or private structures.

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

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. The request for concession agreement hereby is approved, in the form attached hereto, titled AGREEMENT FOR FOOD AND BEVERAGE CONCESSION SERVICES AT THE POINT PINOS GRILL.

SECTION 3. In the event of legal challenge to any aspect of this approval, Fortunate Fork, LLC shall defend and save harmless city against any claim, judgment or liability arising out of such challenge. Fortunate Fork, LLC may, in the event of such challenge and as an alternative to its obligation to defend and save harmless, terminate the concession agreement.

SECTION 4. As a condition of the approval hereby made, Fortunate Fork, LLC shall not only execute the concession lease, but shall also sign and acknowledge the findings, terms and conditions of this ordinance on a line to be provided below by the city clerk.

SECTION 5. The City Manager is directed to execute all documents and to perform all other necessary City acts to implement effect this Ordinance.

SECTION 6. 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 7. In accord with Article 15 of the City Charter, this ordinance shall become effective on the thirtieth (30th) day following its passage and adoption **[or insert other date]**.

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

AYES:

NOES:

ABSENT:

APPROVED:

NICK SMITH, Mayor

ATTEST:

SANDRA KANDELL, City Clerk
DATED: _____

APPROVED AS TO FORM:

ALEX LORCA, City Attorney

DRAFT



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Joe Amelio, Councilmember
MEETING DATE: April 15, 2026
SUBJECT: Amend Council Policy 000-25 Regarding Code of Conduct for Council, Boards, and Commissions
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Adopt a Resolution amending City Council Policy 000-25 regarding the Code of Conduct for Council, Boards, and Commissions.

DISCUSSION

Council Policy 000-25 (“Policy”) concerns guidelines on public decorum, norms and expectations, and conduct during meetings with respect to the City Manager, Staff, and with the public. The existing version of the Policy was weakened from a more robust version by a previous Council.

The proposed revisions to the Policy will apply to elected and appointed City officials while exercising their duties of office and ensure they perform those duties in a manner that will instill public confidence and trust in the fair operation and integrity of City government. This action is to clarify rules and procedures consistent with how cities across the State are working to maintain decorum during public meetings as well as a means to increase efficiency and productivity.

The purpose of this revised Policy is to provide guidelines for City Council, Board, Commission, and Committee members to conduct business in an orderly, consistent, respectful, and fair manner. The provisions are not intended to limit the legal authority of the City Council, Boards, Commissions, or Committees; rather it is intended to reinforce the expectation that elected and appointed officials are expected to treat each other, staff, and the general public with dignity, respect and fairness. It is expected that all elected and appointed members will adhere to the Policy and that violations of the Code of Conduct may result in some consequence.

The following conduct and decorum policies were reviewed by the former Assistant City Attorney Heidi Quinn and Human Resources for reference in developing the draft conduct policy for the City of Pacific Grove.

- City of Salinas
- City of Palo Alto
- City of Sacramento
- City of Riverside

OPTIONS

1. Take no action.
2. Provide alternative direction.

FINANCIAL IMPACT:

There is no fiscal impact associated with this report.

GOAL ALIGNMENT: Not Applicable.

Attachments

000-25 Code of Conduct Policy - Redlined

00-25 Code of Conduct - Clean

Proposed Resolution re 000-25 Code of Conduct

City of Pacific Grove, California

City Council Policy

Policy Governing	Policy No.	Effective Date	Page
Code of Conduct	000-25	November 3, 2021	1 of 2

PURPOSE

The City of Pacific Grove City (City) Council adopts this Code of Conduct to asensure all elected and appointed officials (Officials), while exercising their duties of their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of City government.

CODE OF CONDUCT POLICY

1. General Norms and Expectations.

- A. Officials will work for the common good of the residents of the City ~~Pacific Grove (City)~~, not for personal interest.
- B. Officials will serve as a model of leadership and civility to the community.
- C. Officials will asensure fair and equal treatment of all persons, claims, and transactions coming before the City Council and its various Boards and Commissions.

2. General Conduct.

Officials shall:

~~A. — Make the public feel welcome and not be partial, prejudiced or disrespectful toward the public.~~

B.A. Treat each other, staff, and members of the public with dignity, courtesy, and respect, valuing all opinions and being tolerant of new and different ideas while encouraging creativity and innovation. Agree that inappropriate behavior is derogatory and damages the perception of the City.

C.B. Avoid negative comments that could offend members of the public and other Officials during public meetings, on social media, through electronic communications, in the media, and all other times.

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- ~~D. Follow through on commitments and be accountable to each other, including the commitment to start and end meetings on time, work from an agenda, and be present, attentive, and prepared.~~
- ~~E. C. Keep comments clear, concise, and on topic to maximize opportunities for all to express themselves.~~
- ~~F. D. Continuously strive to improve how members work as a team.~~
- ~~G. E. Place clear and realistic demands on staff resources and time when requesting action.~~
- ~~H. At all times be in compliance with all state and locally mandated ethics and reporting requirements.~~
- ~~I. Project a positive image of the City when dealing with other third parties (e.g., other public agencies, organizations, and media)~~
- ~~J. Show tolerance and respect for other parties' opinions and issues and, if necessary, agree to disagree.~~
- ~~K. Represent official policies or positions of the Council or Boards and Commissions when designated as delegates of a legislative body.~~
- ~~L. F. Provide only non-confidential, non-privileged background information to the media. Officials shall not discuss or go "off the record" to discuss, confidential or privileged information pertaining to closed sessions, or attorney-client privileged or attorney work product communications, including personnel, litigation, or real property negotiations.~~

3. Conduct During Meetings.

~~The~~ Officials shall:

- ~~A. Treat each other and everyone with courtesy and refrain from inappropriate behavior and derogatory comments.~~
- ~~B. Inform the Mayor or Chair of their desire to speak and be acknowledged by the Mayor or Chair before speaking.~~
- ~~C. Work together to preserve order and decorum during meetings.~~
- ~~D. Not delay or interrupt the proceedings or the peace of the City Council, Board or Commission, nor disturb any Council Member, Board Member or Commissioner while speaking, by conversation or otherwise.~~

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~~E. Attempt to build consensus on an item through an opportunity for dialogue, but when this is not possible, the majority vote shall prevail and the majority shall show respect for the opinion of the minority, and vice versa.~~

~~F. Once a vote is taken on an issue, Officials will support the direction taken by the City Council, Board or Commission~~

4. City Council Conduct with City Manager and Staff.

The Mayor and Council Members shall:

- A. Speak directly to the City Manager or Deputy City Manager on issues and concerns, who will then address or delegate the matter to appropriate staff.
- B. Treat staff professionally and refrain from publicly criticizing individual employees or employee groups during public meetings, on social media, in the media, and all other times.
- C. Avoid involvement in personnel issues, including hiring, firing, disciplining, and other personnel matters, except during City Council Closed Sessions regarding City Council appointed staff and City Council Closed Sessions regarding labor negotiations.
- D. Request answers to questions on City Council agenda items from the City Manager, City Attorney, or Deputy City Manager prior to the subject Council meeting, whenever possible.
- E. All other inquiries regarding City-related business and activities may be made through the “administrative service” in conformance with Article 21 of the City of Pacific Grove Charter, Section 2.04.110(a)(1) of the Municipal Code and City Council Policy 000-31 Council Inquiry.

5. City Council Compliance with General Norms and Expectations

- A. Censure. Upon a majority vote of the full City Council, any City Council member found to violate any provision of this Policy shall be subject to censure at a Public Hearing held before the City Council. Notice of such hearing shall be provided to the full Council.
- B. Council Members who intentionally and repeatedly fail to follow proper conduct could be reprimanded or formally censured by the Council.

Adopted November 3, 2021, Resolution 21-031

Adopted April 15, 2026, Resolution 26-XXX

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City of Pacific Grove, California

City Council Policy

Policy Governing	Policy No.	Effective Date	Page
Code of Conduct	000-25	November 3, 2021	1 of 2

PURPOSE

The City of Pacific Grove City (City) Council adopts this Code of Conduct to ensure all elected and appointed officials (Officials), while exercising the duties of their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of City government.

CODE OF CONDUCT POLICY

1. General Norms and Expectations.

- A. Officials will work for the common good of the residents of the City, not for personal interest.
- B. Officials will serve as a model of leadership and civility to the community.
- C. Officials will ensure fair and equal treatment of all persons, claims, and transactions coming before the City Council and its various Boards and Commissions.

2. General Conduct.

Officials shall:

- A. Treat each other, staff, and members of the public with dignity, courtesy, and respect, valuing all opinions and being tolerant of new and different ideas while encouraging creativity and innovation. Agree that inappropriate behavior is derogatory and damages the perception of the City.
- B. Avoid negative comments that could offend members of the public and other Officials during public meetings, on social media, through electronic communications, in the media, and all other times.
- C. Continuously strive to improve how members work as a team.
- D. Place clear and realistic demands on staff resources and time when requesting action.

- E. Officials shall not discuss or go “off the record” to discuss, confidential or privileged information pertaining to closed sessions, or attorney-client privileged or attorney work product communications, including personnel, litigation, or real property negotiations.

3. Conduct During Meetings.

- A. Officials shall Treat each other and everyone with courtesy and refrain from inappropriate behavior and derogatory comments.

4. City Council Conduct with City Manager and Staff.

The Mayor and Council Members shall:

- A. Speak directly to the City Manager or Deputy City Manager on issues and concerns, who will then address or delegate the matter to appropriate staff.
- B. Treat staff professionally and refrain from publicly criticizing individual employees or employee groups during public meetings, on social media, in the media, and all other times.
- C. Avoid involvement in personnel issues, including hiring, firing, disciplining, and other personnel matters, except during City Council Closed Sessions regarding City Council appointed staff and City Council Closed Sessions regarding labor negotiations.
- D. Request answers to questions on City Council agenda items from the City Manager, City Attorney, or Deputy City Manager prior to the subject Council meeting, whenever possible.
- E. All other inquiries regarding City-related business and activities may be made through the “administrative service” in conformance with Article 21 of the City of Pacific Grove Charter, Section 2.04.110 (a)(1) of the Municipal Code and City Council Policy 000-31 Council Inquiry.

5. City Council Compliance with General Norms and Expectations

- A. Censure. Upon a majority vote of the full City Council, any City Council member found to violate any provision of this Policy shall be subject to censure at a Public Hearing held before the City Council. Notice of such hearing shall be provided to the full Council.
- B. Council Members who intentionally and repeatedly fail to follow proper conduct could be reprimanded or formally censured by the Council.

Adopted November 3, 2021, Resolution 21-031

Adopted April 15, 2026, Resolution 26-XXX

RESOLUTION 26-XXX

A RESOLUTION OF THE CITY OF PACIFIC GROVE CITY COUNCIL AMENDING COUNCIL POLICY 000-25 “CODE OF CONDUCT” FOR ALL ELECTED AND APPOINTED OFFICIALS

FINDINGS

1. The current Code of Conduct, Policy 000-25, for the City of Pacific Grove City Council and Board and Commission members is not sufficient.
2. Adopting a more clear and comprehensive Code of Conduct Policy will ensure all elected and appointed officials, while exercising their duties of office, perform in a manner that will instill public confidence and trust in the fair operation and integrity of City government.
3. The purpose of the Code of Conduct is to provide guidelines for City Council, Board, and Commission members to conduct business in an orderly, consistent, respectful, and fair manner.
4. It is expected that all elected and appointed members will adhere to the Code of Conduct and that violations of the Code of Conduct may result in some consequence.

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

1. The Council determines that each of the Findings set forth above is true and correct, and by this reference incorporates those Findings as an integral part of this Resolution.
2. The Council authorizes adoption of this Resolution to update the Code of Conduct Policy.
3. The City Council Code of Conduct Policy is hereby approved as attached to this Resolution, which by this reference is incorporated as set forth in its entirety.
4. This Resolution shall become effective immediately following passage and adoption thereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE
this 15th day of April, 2026, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

NICK SMITH, Mayor _____

ATTEST:

DATED _____

SANDRA KANDELL, City Clerk _____

APPROVED AS TO FORM:

ALEX J. LORCA, 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: Alex J. Lorca, City Attorney
MEETING DATE: April 15, 2026
SUBJECT: Process for Submitting Applications to Fill Vacant Council Seat
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Direct the City Manager to advise potential applicants that they may submit an application to the City Clerk by the close of business on May 1, 2026 for the position of City Councilmember and that the City Manager return to the City Council at its regular meeting on May 20, 2026 for a review of the applications and the appointment of an applicant to the position of City Councilmember and for the appointed applicant to be sworn in by the City Clerk.

DISCUSSION

Councilmember Walkingstick has resigned from the City Council effective at the end of the regular City Council meeting held on April 1, 2026.

City Charter Article 12 provides as follows regarding the filling of a vacancy on the City Council:

“A vacancy in an elective office shall be filled by appointment by the Council, such appointee to hold office until the next general municipal election and until a successor is elected and qualified. Such successor shall be elected for the unexpired term of his or her predecessor at the general municipal election and until his successor is elected and qualified. Such successor shall be elected for the unexpired term of his or her predecessor at the general municipal election next succeeding such appointment. Should the Council fail to fill any such vacancy within thirty days after the same occurs, then it shall be filled by appointment by the Mayor; provided, however, that if the offices of a majority, or more, of the Council shall become vacant, then the City Clerk shall call a special election at once to fill the vacancies for the unexpired terms, and the same shall be conducted substantially in the manner provided for general municipal elections.”

The City Clerk prepared the attached Application for persons who are interested in applying for consideration of appointment to the position of City Councilmember.

Note that Pacific Grove Municipal Code section 2.70.010(c), provides in relevant part, “Mid-term vacancies in a city council seat elected at-large shall be filled from the city at-large.” Councilmember Walkingstick was elected at an at-large election before the City transitioned to by-district elections. Therefore, pursuant to section 2.70.010(c), filling the mid-term vacancy cannot be limited to applicants residing in Councilmember Walkingstick’s electoral district.

In the meantime, at the May 6th Council meeting, staff will present a recommendation for the process of filing the vacancy created by Councilmember Walkingstick's resignation.

OPTIONS

Provide alternative direction to the City Manager regarding the process for the appointment of an applicant to the position of City Manager.

FINANCIAL IMPACT:

There is no fiscal impact as a result of this item.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Application for CC Vacancy



CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to City Council

Persons interested in being appointed to serve on the City Council of the City of Pacific Grove are invited to complete the following application. This appointment will expire upon the election and qualification of a successor **at the General Election set for November 3, 2026.** (City Charter, Article 12 The Council)

Name:

Street Address:

City:

State:

ZIP Code:

Residence Telephone Number:

Work Telephone Number:

E-Mail Address:

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

NOTE: The Application must be submitted by email on or before 5:00 PM on May 1, 2026, to City Clerk Sandra Kandell at skandell@cityofpacificgrove.org. A copy of all Applications are confidential until attached to an Agenda Report for consideration at a City Council meeting currently scheduled for May 20, 2026 with the Applicant's personal information redacted.

I hereby certify that I am a registered voter of the City of Pacific Grove.

Signature of Applicant:

Date:

Print Name:

FOR CITY USE ONLY / APPOINTMENT TO CITY COUNCIL

Date of Appointment: _____

End of Term: _____



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: April 15, 2026
SUBJECT: Update Regarding Montage Health's Community Work
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines
Section 15378

RECOMMENDATION

Receive the report.

Attachments

PPT



Mike McDermott, MD, MBA **President and CEO, Montage Health**

Pacific Grove City Council Meeting — April 15, 2026



Before Montage Health





Our Conversation

- Access to care
- Economic and workforce vitality
- Partnering for our community

Access to Care: **Primary, Specialty, and Urgent Care**



Montage Medical Group
30+ specialties
230,000 patient visits annually



MoGo Urgent Care
3 locations across the peninsula
48,000 patient visits annually



**NEW: Montage Orthopedics
& Sports Medicine**

Access to Care: **New Life-Saving Stroke Care**



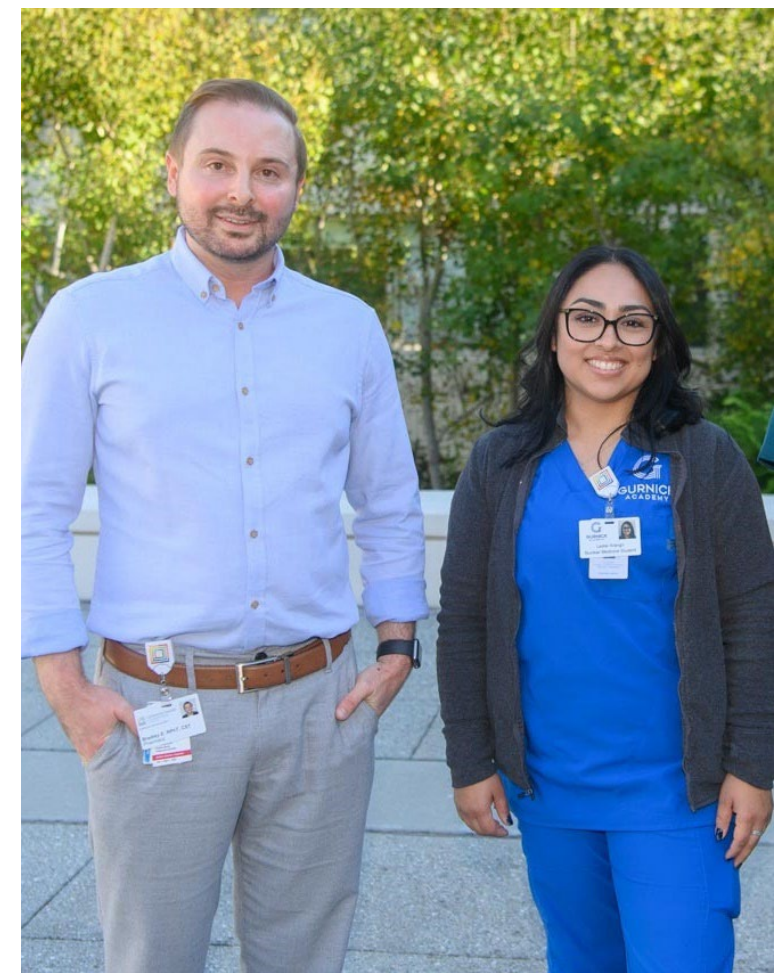
Economic Vitality: Workforce Recruitment & Retention



Healthcare Careers Academy



MPC & CSUMB partnerships



*Clinical
Careers Program*

Economic Vitality: Home Loan Program

- Making homeownership more attainable for our employees
- Supporting long-term workforce stability



Working Together for a Healthier Pacific Grove



Thank you

Questions?

