NOTICE OF MEETING

CITY OF PACIFIC GROVE

CITY COUNCIL

REGULAR MEETING AGENDA

Wednesday, May 6, 2026, 6:00 P.M.

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

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

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

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

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

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

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

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

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

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE: Mayor Smith

1. **APPROVAL OF AGENDA**

2. **PRESENTATIONS**

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

   A. Report on Closed Session by City Attorney

   B. Other

4. **GENERAL PUBLIC COMMENT**

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

   A. Written General Public Comment

CONSENT AGENDA

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

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

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

   A. Minutes of the April 15, 2026 Special and Regular Meetings **PG 8**

   Reference: Sandra Kandell, City Clerk

   Recommended Action: Approve the minutes.

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

6. **RESOLUTIONS**

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

A. Resolution of Intention to Levy the Annual Assessment for the Downtown Business Improvement District (BID) **PG 16**

Reference: Lori Frati, Finance Manager

Recommended Action:

1. Approve the attached Resolution of Intention to Levy an Assessment for the Downtown Business Improvement District for Fiscal Year 2026-27
2. Hold a public hearing on May 20, 2026 to hear protests and determine whether to levy the assessment.

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

B. Resolution of Intention to Levy the Annual Assessment for the Hospitality Improvement District (HID) **PG 20**

Reference: Lori Frati, Finance Manager

Recommended Action:

1. Approve the attached Resolution of Intention to Levy an Assessment for the Hospitality Improvement District for Fiscal Year 2026-27.
2. Hold a public hearing on May 20, 2026 to hear protests and determine whether to levy the assessment.

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

7. **ORDINANCES**

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

A. Second Reading of Ordinance Adopting Amendments to the R-3, C-1, C-2, and R-3-M Zoning Regulations

Reference: Jon Biggs, Community Development Director **PG 24**

Recommended Action: Hold second reading and adopt an Ordinance Amending Chapters 23.24, 23.32, and 23.52 of Title 23, Zoning, of the Pacific Grove Municipal Code.

CEQA: Environmental Impact Report

B. Second Reading of an Ordinance Approving Concession Lease Agreement with Fortunate Fork, LLC

Reference: Nicholas Cina, Management Analyst **PG 89**

Recommended Action: Hold second reading and adopt an ordinance approving a concession lease agreement with Fortunate Fork, LLC.

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

8. **REPORTS – INFORMATION ONLY**

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

9. **REPORTS – REQUIRING ACTION**

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

A. Appointments to the Museum Board **PG 125**

Reference: Nick Smith, Mayor

Recommended Action:

Approve appointments to the Museum Board.

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

B. Regional Surface Transportation Program Allocation Funding Agreement **PG 135**

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

Recommended Action:

1. Authorize an agreement with the Transportation Agency for Monterey County (TAMC) for appropriation of $123,590.57 of Fair Share Regional Surface Transportation Program funds.
2. Alternatively, discuss and take other action related to this item.

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

C. Renewal of Microsoft Enterprise Software License Agreement **PG 144**

Reference: Mohammed Khasimi, Chief Information Officer

Recommended Action:

1. Authorize a 3-year renewal agreement with Dell / Microsoft for Microsoft Enterprise Software Licensing through Riverside County Master Agreement, in the amount of approximately $26,000 annually.

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

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

D. Emission-Reducing Replacement of City Owned Natural Gas Water Heaters, Funded by PG&E Government/K-12 Program Incentive

Reference: George Fuerst, Environmental Program Manager **PG 182**

Recommended Action:

1. Authorize the City Manager, or designee, to enter into an agreement with Willdan, an authorized implementer of PG&E Programs, for the replacement of natural gas storage tank water heaters with emission-reducing heat pump water heaters or on-demand natural gas water heaters.
2. Alternatively, take other action related to this item.

CEQA: Categorical Exemption, CEQA Guidelines Section 15302, Class 2, Replacement or Reconstruction of Existing Structures and Facilities

E. Extension with Topes Tree Service Inc. for Tree Maintenance Services in Public Right of Way **PG 194**

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

Recommended Action:

1. Authorize Fiscal Year 2026/27 extension with Topes Tree Service Inc. to provide Tree Maintenance Services for trees in the public right-of-way and on City-owned properties in an amount not to exceed $250,000.
2. Alternatively, take other action related to this item.

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

F. Assembly Bill 2254 / Coastal Monarchs Protection Act **PG 196**

Reference: Lori McDonnell, Councilmember

Recommended Action:
Submit letter in support of Assembly Bill 2254

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. Task Force on Diversity, Equity and Inclusion Meeting Minutes: 1/12, 2/9, and 3/9/2026

Reference: Sandra Kandell, City Clerk/DEI Coordinator **PG 207**

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. Consider an Appeal of the Planning Commission's approval of Coastal Development Permit 26-0011, Crespi Pond Vegetation Management Project (portion of APN 007-011-006) and Adoption of an Initial Study/Mitigated Negative Declaration.

Reference: Joseph Sidor, Contract Planner **PG 214**

Recommended Action: Staff recommends the City Council deny the appeal, adopt the Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15074, approve a 5-Year Coastal Development Permit (CDP 26-0011) subject to the findings and conditions of approval, and adopt the associated Mitigation Monitoring and Reporting Plan.

CEQA: Initial Study, Mitigated Negative Declaration

12. UNFINISHED AND ONGOING BUSINESS

A. Process for Submitting Applications to Fill Vacant Council Seat **PG 510**

Reference: Sandra Kandell, City Clerk

Recommended Action:

1. Direct the City Clerk to post the application on the City Council's webpage and make available upon request.
2. Direct the City Manager to advise potential applicants to submit applications to the City Clerk commencing May 7, 2026 and closing on a specific date directed by the City Council.
3. Direct the City Manager to return to the City Council at a date specific for a review of the applications and the appointment of an applicant to the position of City Councilmember and the appointed applicant to be sworn in by the City Clerk.
4. Direct staff to take alternative action within this subject matter.

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

B. Consider Draft City Council Policy 000-XXX Vacancy in Elective Office and Appointment.

Reference: Sandra Kandell, City Clerk **PG 514**

Recommended Action: Adopt a Resolution approving the Vacancy in Elective Office and Appointment City Council policy.

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

13. NEW BUSINESS

A. Receive Presentation and Consider Approving ReGen Monterey's Technical Advisory Committee's Subgroup Recommendation on the 2030 Collection Franchise Planning Process.

Reference: George Fuerst, Environmental Program Manager **PG 520**

Recommended Action:

Adopt a Resolution initiating a Competitive Request for Proposal Process for future Solid Waste, Recycling, and Organic Collection Services; and Adopt related Process Integrity Policy.

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

B. Installation of a 4-way Stop at the Intersection of Congress, Central and Lighthouse Avenue

Reference: Daniel Gho, Public Works Director/Deputy City Manager **PG 639**

Recommended Action:

1. Receive report and authorize staff to install a 4-way stop at the intersection of Lighthouse, Congress and Central Avenue and all associated actions consistent with installation of a 4-way stop.
2. Alternatively, discuss and take other action related to this item.

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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

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

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: May 06, 2026

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

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL MEETING

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

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

DRAFT

CALL TO ORDER
Mayor Smith called the meeting to order at 4:30 p.m. Present in Chamber: Mayor Smith, Mayor Pro Tem Amelio, Councilmembers Garfield, and McDonnell. Absent: Councilmembers Poduri and Rau.

APPROVAL OF THE AGENDA

Action: Upon motion by Councilmember McDonnell and seconded by Mayor Pro Tem Amelio, the Council voted 4-0-2, Councilmembers Poduri and Rau absent, to approve the Closed Session Meeting Agenda.

SPECIAL CLOSED SESSION MEETING

PUBLIC COMMENT ON SPECIAL CLOSED SESSION MEETING MATTERS
No public comment received.

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
Council adjourned the special closed session meeting at approximately 4:50 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

DRAFT MEETING MINUTES

CITY OF PACIFIC GROVE

CITY COUNCIL

SPECIAL STUDY SESSION MEETING

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

YOU MAY VIEW THE MEETING LIVE VIA ZOOM AT:
https://www.cityofpacificgrove.org/Zoom_CC

DRAFT

CALL TO ORDER

Mayor Smith called the meeting to order at 6:00 p.m. Present in Chamber: Mayor Smith, Mayor Pro Tem Amelio, Councilmembers Garfield, and McDonnell. Absent: Councilmembers Poduri and Rau.

APPROVAL OF THE AGENDA

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember Garfield, the Council voted 4-0-2, Councilmembers Poduri and Rau absent, to approve the Study Session Meeting Agenda.

1. **NEW BUSINESS**

A. Coral Street Pump Station Pacific Grove

Public comment received from Lila Seldin, Rudolph Estrada, Jacolyn Harmer, Trinh Retterer, Debbie Rappa, Layla Sandell, Peter, Soe Aung, Mark Page, Warren, Karl Lindstrom, and Jessica Denecour.

Action: Council received the presentation.
CEQA: Initial Study, Mitigated Negative Declaration

ADJOURNMENT

Council adjourned the special study session meeting at 5:50 p.m.

Respectfully Submitted,

Sandra Kandell
City Clerk

DRAFT MEETING MINUTES

CITY COUNCIL

REGULAR MEETING

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

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

DRAFT

CALL TO ORDER
Mayor Smith called the meeting to order at 6:00 p.m. Present in Chamber: Mayor Smith, Mayor Pro Tem Amelio, Councilmembers Garfield, and McDonnell. Absent: Councilmembers Poduri and Rau. Councilmember Poduri arrived remotely at approximately 6:10 p.m.

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

1. **APPROVAL OF AGENDA**
Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember McDonnell, the Council voted 4-0-2, Councilmembers Poduri and Rau absent, to approve the Regular Meeting Agenda.

2. **PRESENTATIONS**
A. Mayor's Proclamation: Arbor Day
Action: Council received 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.

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

City Attorney Alex Lorca reported staff provided an update, Council provided further

direction, but no reportable action was taken.

B. Council and staff made general announcements.

4. **GENERAL PUBLIC COMMENT**
General public comment received from Jane Haines, Christie Italiano-Thomas, Colleen Ingram, and Karl Lindstrom.

A. Written General Public Comment

CONSENT AGENDA

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember McDonnell, the Council voted 4-0-2, Councilmembers Poduri and Rau absent, to approve the Consent Agenda.

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

A. Minutes of the April 1, 2026 Special and Regular Meetings
Action: Approved the minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

6. **RESOLUTIONS**

7. **ORDINANCES**

8. **REPORTS – INFORMATION ONLY**

A. Check Register and Core Fund Summary – March 2026
Action: Received the Check Register and Core Fund summary.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Monterey-Salinas Transit Minutes for March 9, 2026
Action: Received the minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

9. **REPORTS – REQUIRING ACTION**

A. Amendment to 4-Leaf Contract for Traffic Engineering Services
Action: Authorized 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.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

B. Cultural Calendar
Action: Approved a recommendation from the Task Force for Diversity, Equity and Inclusion (DEI) to adopt a cultural calendar for the City of Pacific Grove; and directed 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

DRAFT

C. AB 481 Presentation
Action: Accepted 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**

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
Action: Received the minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

REGULAR AGENDA

11. **PUBLIC HEARINGS**

A. Proposed Amendments to the R-3, C-1, C-2, and R-3-M Zoning Regulations
No public comment received.

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Mayor Smith, Council voted to

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.

Motion carried 5-0-1, with the following roll call vote:

AYES: Mayor Smith, Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, and Poduri.
NOES: None.
ABSENT: Councilmember Rau.

CEQA: Environmental Impact Report

B. Ordinance Approving Concession Lease Agreement with Fortunate Fork, LLC
Public comment received from Paul Dyson.

Action: Upon motion by Mayor Pro Tem Amelio and seconded by Councilmember McDonnell, Council voted to introduce and 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.

Motion carried 5-0-1, with the following roll call vote:

AYES: Mayor Smith, Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, and Poduri.

DRAFT

NOES: None.
ABSENT: Councilmember Rau.

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
Public comment received from Karl Lindstrom, Colleen Ingram, and Inge Lorentzen Daumer.

Action: Upon motion by Mayor Smith and seconded by Mayor Pro Tem Amelio, to adopt Resolution No. 27-007 amending City Council Policy 000-25 regarding the Code of Conduct for Council, Boards, and Commissions, a friendly amendment was requested by Councilmember McDonnell.

Action: Councilmember McDonnell requested a friendly amendment to the original motion to remove Section 5 as it pertains to censure, which was denied by the original maker of the motion.

Action: Upon a substitute motion by Councilmember Garfield to accept the policy amendments as is temporarily and instruct staff and the City Attorney to clarify subjective language and find solutions that handle censure, the motion died for lack of a second.

Action: Upon motion by Mayor Smith and seconded by Mayor Pro Tem Amelio, the Council voted to adopt Resolution No. 27-007 amending City Council Policy 000-25 regarding the Code of Conduct for Council, Boards, and Commissions.

Motion carried 4-1-1 with the following roll call vote:

AYES: Mayor Smith, Mayor Pro Tem Amelio, Councilmembers Garfield, and Poduri.
NOES: Councilmember McDonnell.
ABSENT: Councilmember Rau.

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
No public comment received.

Action: Upon motion by Mayor Smith and seconded by Councilmember Garfield, Council voted to meet May 6, 2026, to set the process for appointment to the vacancy.

Motion carried 5-0-1, with the following roll call vote:

DRAFT

AYES: Mayor Smith, Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, and Poduri.
NOES: None.
ABSENT: Councilmember Rau.

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

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

15. **CLOSED SESSION**

ADJOURNMENT
Council adjourned the regular meeting at 7:15 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: Lori Frati, Finance Manager

MEETING DATE: May 06, 2026

SUBJECT: Resolution of Intention to Levy the Annual Assessment for the Downtown Business Improvement District (BID)

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

RECOMMENDATION

1. Approve the attached Resolution of Intention to Levy an Assessment for the Downtown Business Improvement District for Fiscal Year 2026-27
2. Hold a public hearing on May 20, 2026 to hear protests and determine whether to levy the assessment.

DISCUSSION

In 2000, the City established the Downtown Pacific Grove Business Improvement District (BID), appointed an advisory board, and levied assessments for the District. The assessments may be used only for the promotion, marketing and advertising of professional and retail businesses located in the district, and for general maintenance to benefit those businesses. All businesses located in the BID are assessed an amount equal to 35% of their business license tax. The assessment is collected together with the business license tax payment, each year in July. Since 2000, the BID and assessments have been reauthorized annually, without exception.

Pursuant to State law and the City Council Resolution forming the BID, an Annual Report is required that reports on District revenues and expenditures for the prior fiscal year, proposes a budget, and requests the levy of an assessment for FY 2026-27. The annual report will be included in the May 20, 2026 agenda report. No changes to BID boundaries are recommended for Fiscal Year 2026-27.

At the public hearing on May 20, 2026, the Council will have the opportunity to hear and evaluate any protests received and determine whether to levy the assessment. The Council will also have the opportunity to appoint an advisory board.

OPTIONS

1. Decline to adopt the Resolution.
2. Provide alternate direction.

FINANCIAL IMPACT:

The assessed funds may only be used for BID purposes, including a 1% administrative fee to partially reimburse the City for costs incurred for administration of the BID.. These revenues may not be used for any other City purpose.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Resolution Intent to Levy Assessment

RESOLUTION NO. 26-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE STATING THE CITY'S INTENTION TO LEVY AN ASSESSMENT FOR THE PACIFIC GROVE BUSINESS IMPROVEMENT DISTRICT FOR FISCAL YEAR 2026-27

FINDINGS

1. In 2000 the City of Pacific Grove established the Downtown Pacific Grove Business Improvement District (BID); and

2. The BID has been approved for continuation each year since it was first established, and has proved to be of benefit to the City in terms of promoting the downtown professional and retail business economy; and

3. The Pacific Grove Chamber of Commerce has requested continuation of the Downtown BID for the 2026-27 fiscal year; and

4. The action proposed by this Resolution does not constitute a "Project" as that term is defined under California Environmental Quality Act (CEQA), CEQA Guideline section 15378.

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

1. The City Council finds each recital set forth above to be true and correct, and by this reference incorporates each as an integral part of this Resolution.

2. The City intends to levy and collect assessments for Fiscal Year 2026-27 within the Downtown Pacific Grove Improvement District (BID), as described in Section 6.50.010 of the Pacific Grove Municipal Code. The proposed assessment would be collected by the City from the business owners when the business license tax is paid in 2026-27. Excepting catalog sales establishments, each and every business in the district will pay an assessment equal to 35% of its business license tax for fiscal year 2026-27.

3. On May 20, 2026, the City Council will receive an annual report prepared by the BID's Advisory Board, which contains details of expenditures in 2025-26 and a description of the anticipated costs, revenue, number of licenses, and activities to be provided in Fiscal Year 2026-27. These activities include, but are not limited to, promotion, marketing, and advertising of businesses in the district, support for special events, and general maintenance to benefit businesses within the BID.

4. Copies of the report will be on file with the City Clerk and are also available at the offices of the Pacific Grove Chamber of Commerce.

5. There is no change to the boundaries of the district as established and set forth in Section 6.5.020 of the Pacific Grove Municipal Code.

6. The Council sets the public hearing to consider the levy of the proposed Fiscal Year 2026-27 assessment for the BID for May 20, 2026 at 6:00 pm, or as soon thereafter as the item may be called, at the Pacific Grove City Hall, 300 Forest Avenue, Pacific Grove, California to be conducted under public hearing Zoom Meeting protocols.

7. At the public hearing, the City Council shall hear and consider all protests against the Fiscal Year 2026-27 levy of assessments for the BID. The rules and procedures used to receive and consider protests will comply with Streets and Highways Code sections 36524, 36525 and 36534. Following the hearing, the Council may adopt a resolution approving the levy.

8. The City Clerk is hereby directed to give a summary notice of the public hearing by causing this resolution of intention to be published once in a newspaper of general circulation not less than seven days before the public hearing.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 6th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
NICK SMITH, Mayor

ATTEST:

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
ALEX 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: Lori Frati, Finance Manager

MEETING DATE: May 06, 2026

SUBJECT: Resolution of Intention to Levy the Annual Assessment for the Hospitality Improvement District (HID)

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

RECOMMENDATION

1. Approve the attached Resolution of Intention to Levy an Assessment for the Hospitality Improvement District for Fiscal Year 2026-27.
2. Hold a public hearing on May 20, 2026 to hear protests and determine whether to levy the assessment.

DISCUSSION

In 2007, the City established the Hospitality Improvement District (HID), appointed an advisory board, and established an assessment for the District. On November 18, 2018, City Council passed Resolution No. 18-047, amending the Hospitality Improvement District assessment be set at $2.00 per room night for full-service lodging establishments and $1.00 per room night for all others, effective January 1, 2019. (Resolution 12-014 defines full service accommodations as "…generally mid-price, upscale or luxury hotels with a restaurant, lounge facilities and meeting space as well as minimum service levels, often including bell service and room service. These hotels report food and beverage revenue"). HID assessment revenues are exclusively used for the support and benefit of the hospitality economy of Pacific Grove.

Pursuant to State law and City Council Resolution 07-044, which formed the HID, an Annual Report is required that reports on District revenues and expenditures, proposes a budget for Fiscal Year (FY) 2026-27, and requests the levy of an assessment for FY 2026-27. The annual report prepared by the HID will be included in the May 20, 2026 agenda report. No changes to HID boundaries are recommended for FY 2026-27.

At the public hearing on May 20, 2026, the Council will have the opportunity to hear and evaluate any protests received and determine whether to levy the assessment. The Council will also have the opportunity to appoint an advisory board.

OPTIONS

1. Decline to adopt the Resolution.
2. Provide alternate direction.

FINANCIAL IMPACT:

The City acts as the administrative pass-through to See Monterey and HID. Assessment revenues may only be used for HID purposes, including a 1% administrative fee to partially reimburse the City for costs incurred for administration of the HID.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

HID Resolution Intent to Levy Assessment

RESOLUTION NO. 26-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE STATING THE CITY'S INTENTION TO LEVY AN ASSESSMENT FOR THE PACIFIC GROVE HOSPITALITY IMPROVEMENT DISTRICT FOR FISCAL YEAR 2026-27

FINDINGS

1. In 2007 the City of Pacific Grove established the Pacific Grove Hospitality Improvement District (HID); and

2. The HID has been approved for continuation each year since it was first established, and has proved to be of benefit to the Community in terms of promoting tourism and the hospitality economy; and

3. The Pacific Grove Chamber of Commerce has requested continuation of the HID for the 2026-27 fiscal year; and

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

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

1. The City Council finds each recital set forth above to be true and correct, and by this reference incorporates each as an integral part of this Resolution.

2. It is the intention of the City to levy and collect assessments for the Fiscal Year 2026-27 within the Pacific Grove Hospitality Improvement District (HID), as described in Section 6.54 of the Pacific Grove Municipal Code. The proposed assessment, equal to $2.00 per room night for full-service establishments and $1.00 per room night for other establishments, will be collected by the City from lodging establishment owners when Transient Occupancy Taxes are paid.

3. On May 20, 2026, the City Council will receive an annual report prepared by the HID's Advisory Board, which contains detail of expenditures in 2025-26 and a description of the anticipated costs, revenue, number of licenses, and activities to be provided in Fiscal Year 2026-27. Copies of the report will be on file with the City Clerk and available at the offices of the Pacific Grove Chamber of Commerce.

4. There is no change to the boundaries of the district as established and set forth in Section 6.54.030 of the Pacific Grove Municipal Code.

5. The Council hereby sets the public hearing to consider the levy of the proposed Fiscal Year 2026-27 assessment for the HID for May 20, 2026, at 6:00 pm, or as soon thereafter as the item may be called, at the Pacific Grove City Hall, 300 Forest Avenue, Pacific Grove, California.

6. At the public hearing, the City Council shall hear and consider any and all protests against the Fiscal Year 2026-27 levy of assessments for the HID. The rules and procedures used in receiving and considering protests will comply with those set forth in Streets and Highways Code sections 36524, 36525 and 36534. Following the hearing, the Council may adopt a resolution approving the levy.

7. The City Clerk is hereby directed to give a summary notice of the public hearing by causing this resolution of intention to be published once in a newspaper of general circulation not less than seven days before the public hearing.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 6th day of May 2026, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
Nick Smith, Mayor

ATTEST:

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
ALEX 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: Jon Biggs, Community Development Director

MEETING DATE: May 06, 2026

SUBJECT: Second Reading of Ordinance Adopting Amendments to the R-3, C-1, C-2, and R-3-M Zoning Regulations

CEQA: Environmental Impact Report

RECOMMENDATION

Hold second reading and adopt an Ordinance Amending Chapters 23.24, 23.32, and 23.52 of Title 23, Zoning, of the Pacific Grove Municipal Code.

DISCUSSION

No substantive changes were made between the first and second readings of this ordinance. The City Clerk caused a summary of the ordinance to be published on April 23, 2026.

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

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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

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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

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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

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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

ZONING[1]

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.
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 stepbacks requirements shall not apply for up to 30 feet of a building's width.

6. Rear stepback 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 A[1]		
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 B[2]		
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 C[3]		
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 PGMC, 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

ZONING[1]

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
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23.82 Interpretations of Permitted Use Lists
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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 stepbacks requirements shall not apply for up to 30 feet of a building's width.

6. Rear stepback 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 A[1]		
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 B[2]		
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 C[3]		
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 PGMC, 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].

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

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

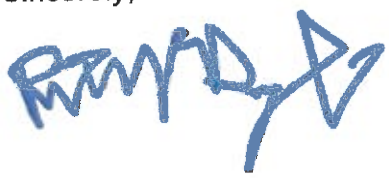
The City must monitor and report on the results of these and other programs through the annual progress report, required pursuant to Government Code section 65400. Please be aware, Government Code section 65585, subdivision (i) grants HCD authority to review any action or failure to act by a local government 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.

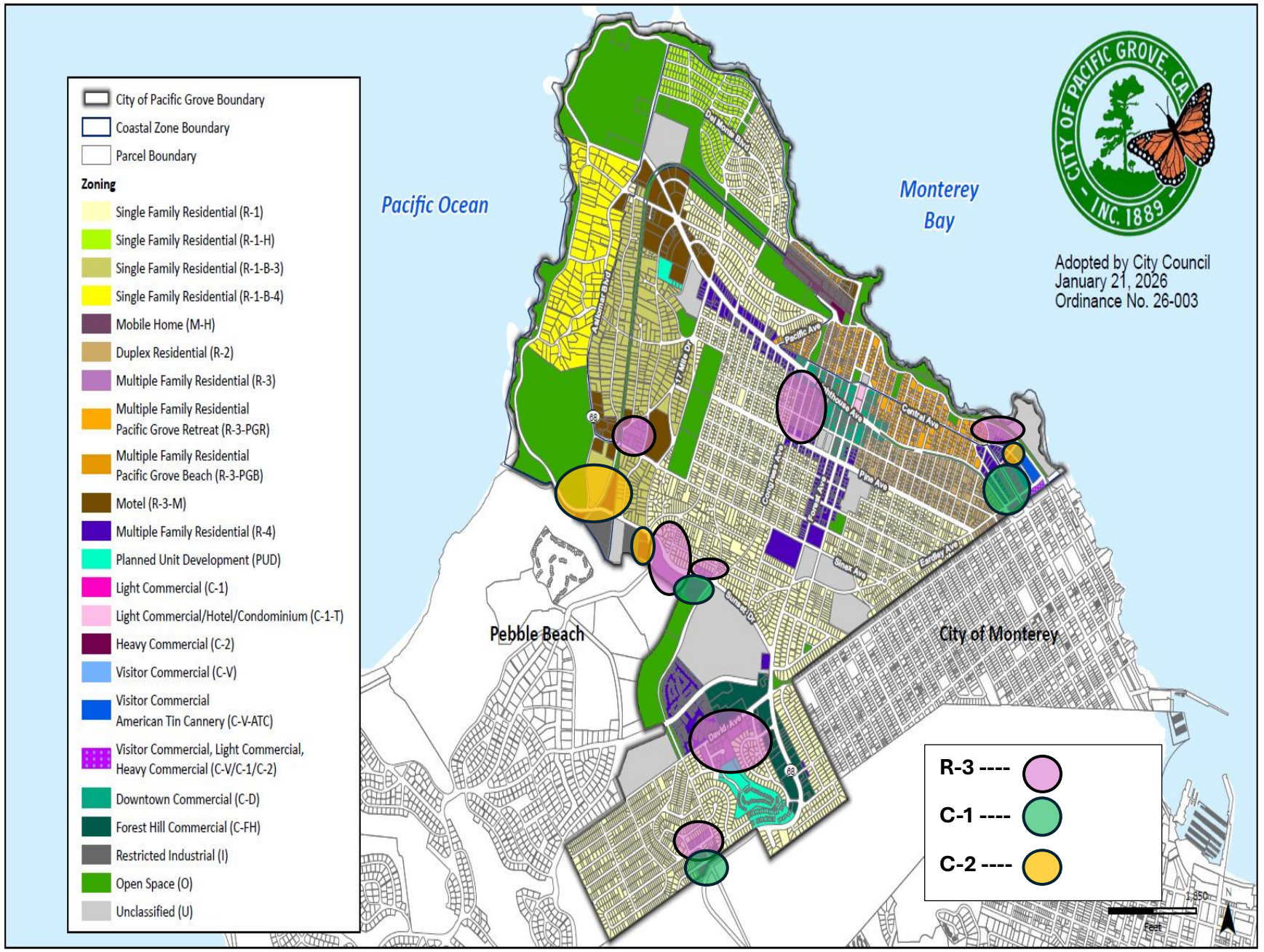
For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Land Use and 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)
Pacific Ocean
Monterey Bay
Pebble Beach
City of Monterey
CITY OF PACIFIC GROVE, CA
INC. 1889
Adopted by City Council
January 21, 2026
Ordinance No. 26-003
R-3 ----
C-1 ----
C-2 ----
1,350
Feet

[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:	May 06, 2026
SUBJECT:	Second Reading of an Ordinance Approving Concession Lease Agreement with Fortunate Fork, LLC
CEQA:	Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

RECOMMENDATION

Hold second reading and adopt an ordinance approving a concession lease agreement with Fortunate Fork, LLC.

DISCUSSION

No substantive changes were made between the first and second readings of this ordinance. The City Clerk caused a summary of the ordinance to be published on April 23, 2026.

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

C I T Y O F P A C I F I C G R O V E

L E A S E

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

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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.

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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

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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.

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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.

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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,

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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

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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

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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.

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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.

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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

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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,

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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.

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(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,

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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 TENANTs 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

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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

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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.

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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:	**FOR TENANT:**
Attn: City Manager	Attn: Jerry Regester or Gail Grammatico

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City of Pacific Grove 300 Forest Avenue Pacific Grove, CA 93950	Fortunate Fork LLC 4000 Rio Road, Suite 28 Carmel, CA 93923
Address	Address
(831) 648-3101	831-269-9097 or 831-920-8217
Phone	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:

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"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.

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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

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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.

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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: _____	By: _____ _____
Approved as to Form By: _____ City Attorney	Date: _____
Date: _____	By: _____ (Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)
Approved as to Fiscal Provisions[1] By: _____ Finance	_____
Date: _____	Date: _____

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City Lease Number: _____.

[1] Approval by Finance necessary only if financial questions or issues raised in the City's approval of agreement.

EXHIBIT A

PROPERTY DESCRIPTION

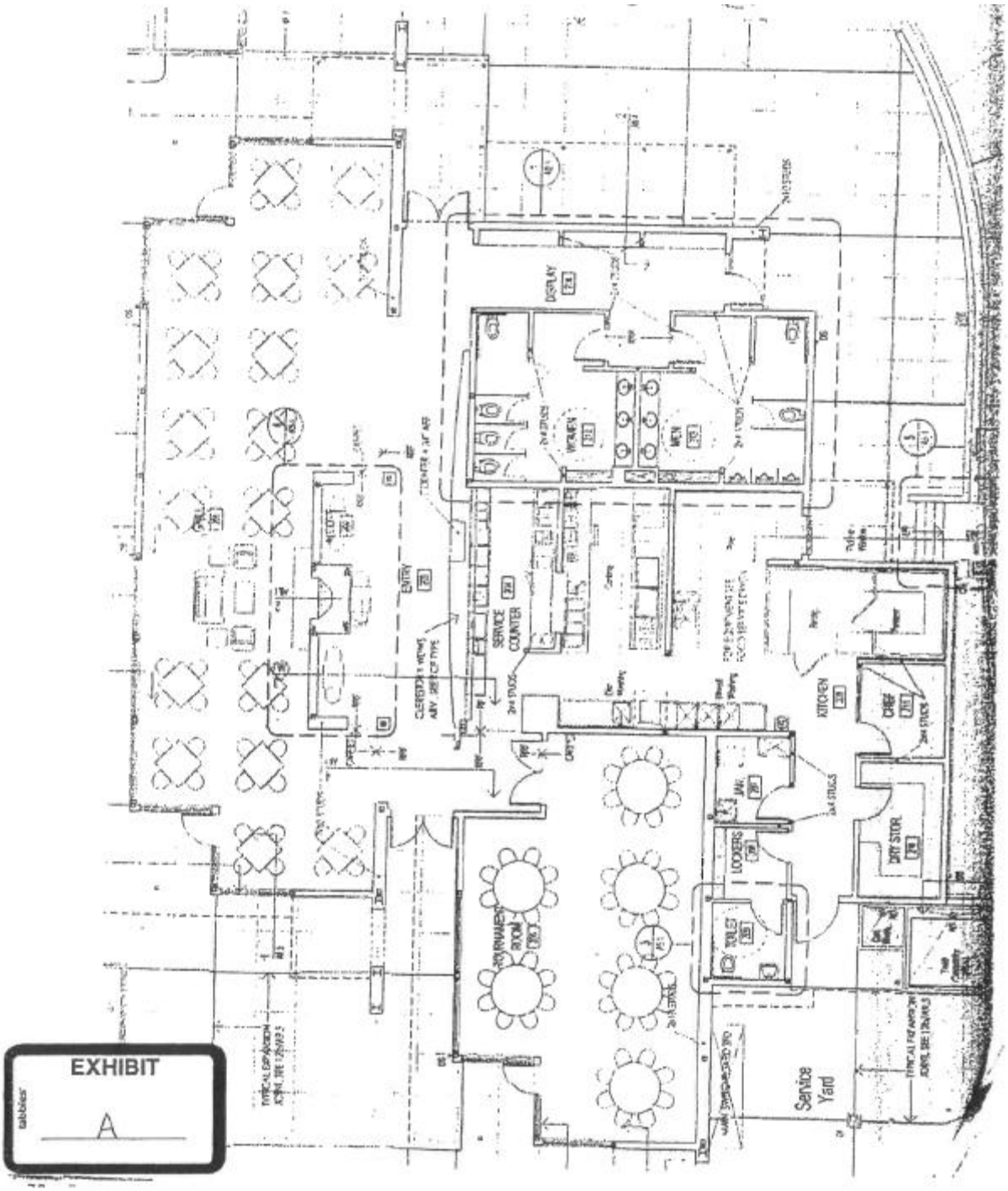


EXHIBIT B

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.

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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.**

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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

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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 1 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

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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]

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CITY OF PACIFIC GROVE	TENANT
By: _____ Matthew Mogensen, City Manager	By: _____
Date: _____	By: _____
Approved as to Form By: _____ City Attorney	By: _____
Date: _____	Date: _____
Approved as to Fiscal Provisions[2] By: _____ Finance	
Date: _____	

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[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:

DRAFT

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:

DRAFT

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: Nick Smith, Mayor
MEETING DATE: May 06, 2026
SUBJECT: Appointments to the Museum Board
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Approve appointments to the Museum Board.

DISCUSSION
City committees play an important role in our city government. We are fortunate to have many highly qualified residents willing to serve on our committees.

I've used information gleaned from many sources to select these appointments: applications, resumes, personal contacts, observations, and feedback from City staff and residents. I've taken into consideration demonstrated commitment to the City and fit to the committee's mission.

The term for the Museum Board is 4 years (Charter) Mayoral appointments to City committees must be confirmed by Council (City Charter, Art. 26).

Appointments for confirmation are as follows:

Charter committees
Museum Board –Mary Albert, Robert Burdick, Jessica Swanson.

OPTIONS
Not applicable.

FINANCIAL IMPACT:
There is no fiscal impact.

GOAL ALIGNMENT: Not Applicable.

Attachments

Albert
Burdick

Swanson
Swanson Resume

CITY OF PACIFIC GROVE
www.ci.pacific-grove.ca.us

Application for Appointment to a Public Board, Commission, or Committee

RECEIVED
CITY MANAGER'S OFFICE
2026 APR 14 P 4:39
CITY OF PACIFIC GROVE

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Mary Albert

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]		[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Museum of Natural History

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets): ATTACHMENT OF A RESUME IS DESIRABLE.

I have lived in PG since 2006. I am a huge supporter of the Museum and of its importance to Pacific Grove.

My relationship with the museum has included, since 2009, presenting, with my husband Steven Albert, all of our natural history films at public evening screenings followed by panel discussions with scientists. We have considered the PG museum our most important venue for live screenings and always appreciated the staff and volunteers who have supported us.

When our two boys were at Robert Down, I was a parent volunteer during field trips.

We are members of the museum and also of Monterey Audubon and attend their regular meetings held at the museum.

I would love to serve on the Museum Board.

Please see my CV attached, and you can read more about my filmmaking efforts at

https://thegreattidepool.org/filmmakers/

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees)

Signature of Applicant:	**Date:** April 14, 2026

FOR CITY USE ONLY

Appointed to: _____

Date of Appointment: _____ ***Expiration:*** _____

Date of Reappointment: _____ ***End of Term:*** _____

Date Certification of Appreciation Awarded: _____

Mary Albert
[redacted]
Pacific Grove CA 93950
[redacted]

Education

PhD British Film Institute/Birkbeck College, University of London, Slow motion: a cognitive and historical approach to its form, function and meaning, 2001

MA . British Film Institute/Birkbeck College, University of London, Cinema and Television Studies, 1995

BA University of California at Berkeley, Humanities: Film and Literature, 1987

Independent Natural History Film Production, director/editor/writer/producer

2025 *Morro Bay – A Winter Home for Birds*, 12 minute documentary
Investigation of migrating birds, their habitats, their food and all that Morro Bay provides for their survival. Shows continuously at the Morro Bay State Park Museum of Natural History

2023 *This Tree* (10 min) and *Redwood Roots and Fungi* (5 min)
Made for Big Basin State Park's Visitor Center after being selected to participate in the *Big Basin Art About* envisioning a future for Big Basin following the devastating effects of the CZU fire in 2020.

2023 *The Nature of Big Sur*
3 hour long continuously playing permanent installation in the Big Sur Lodge

2022 *The Monarchs of Natural Bridges State Park* and *The Tide Pools of Natural Bridges State Park*
Permanent installations in Natural Bridges' State Park Visitors Center

2020 *A Peek Inside Asilomar's Nest Box Program*
30-minute documentary for California State Parks https://youtu.be/-VqQl4W9okE

2018 *Turbulence: the underwater world of a broken wave,* 30-minute documentary
International Ocean Film Festival, San Francisco
Hokkaido University Museum (permanent exhibit)

2016 *Big Sur Fog: the science and the history*, 30-minute documentary.

2014 *The Great Tidepool: the story of Ed Ricketts' scientific system,* 30-minute documentary.
https://thegreattidepool.org

2011 *The Arch: the geology of the Central Coast*, 15-minute documentary,
Finalist, 34th International Wildlife Film Festival, Missoula, Montana.

2010 *The Sanderlings of Asilomar beach*, 20-minute documentary,
Best in Category with Merit awards for Script, Humor, Storytelling, Narrations and Graphics, 33rd International Wildlife Film Festival

2009 *The Blue Banded Hermit Crab*, 25-minute documentary,
honorable mention for Animal Behavior, 32nd International Wildlife Film Festival

Films screenings with panel discussions and scientist/filmmaker Q&A at:

- Pacific Grove Museum of Natural History
- The Smithsonian's National Museum of Natural History, Washington DC
- Monterey Bay Aquarium
- Monterey Bay Aquarium Research Institute (MBARI)
- Asilomar State Beach and Conference Grounds
- Phi Beta Kappa Conference, Asilomar
- Ricketts' Lab, Cannery Row
- The Cannery Row Foundation
- Cannery Row Day Seminar
- Natural Bridges State Beach
- Monterey Public Library
- Santa Cruz Public Library
- Big Sur Fire Station
- The Exploratorium, San Francisco
- Stanford's Hopkins Marine Station
- UC Santa Cruz Seymour Marine Discovery Center
- UC Davis Bodega Bay Marine Lab
- Sitka Sound Science Center, Sitka, Alaska
- Uclulet Aquarium, Vancouver Island, British Columbia, Canada
- Hokkaido University Museum Special Film Week Festival
- Hokkaido University Museum (permanent exhibit)
- International Ocean Film Festival, San Francisco
- International Wildlife Film Festival, Missoula, Montana
- Wilder Ranch State Park
- Big Basin State Park
- Morro Bay State Park Museum of Natural History
- Thunder Bay International Film Festival

Employment

2016-present Adjunct Lecturer, Monterey Peninsula College, Theater Dept. and Ethnic Studies Dept.
THEA 9 – History of Film 1890 – 1960
THEA 10 – History of Film 1960 – present
THEA 5 – Film Appreciation
ETNC 6 -- Culture in American Film

1997-1999 Head of Research, BFI-TV (British Film Institute Documentary Unit)
Howard Hawks: American Artist (1997)
Lee Marvin: A personal Portrait by John Boorman (1998)

1995–1996 Researcher and Assistant Editor, BFI-TV
A Personal Journey with Martin Scorsese Through American Movies (1995)
A Personal History of British Cinema by Stephen Frears (1995)
Cinema of Unease: A Personal Journey by Sam Neil (1995)
The Typewriter, the Rifle & the Movie Camera (1996)

1987-1990 Patron Services Coordinator, Seattle Opera, Seattle Washington.

1982-1985 Archive volunteer, Pacific Film Archive, University Art Museum, Berkeley, California.

Publications

Slow motion: a cognitive and historical approach to its form, function and meaning, PhD, London: University of London, 2001

"Towards a Theory of Slow Motion", in *New scholarship from BFI research*, ed. Colin MacCabe, Duncan J. Petrie, London: British Film Institute, 1996

"Going to the Movies", The *Cedar Street Times*, Pacific Grove CA, 2009 – 2012 (36 articles over three years)

Monterey County Weekly, Seaside, CA, Film Reviews, 15 articles over two years, 2012-2013

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Robert Burdick

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]	[redacted]	[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
Museum Board

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I have a strong personal commitment to the character and historic charm of our city. A huge part of what originally attracted me to the city is the unique juxtaposition of land and ocean habitats. I am an avid scuba diver, both recreationally and professionally as an instructor, and am therefore very interested in helping others find ways to experience the natural beauty of Pacific Grove and the surrounding area. I am also very interested in the history of the city, from the early Native inhabitants to the story of the founding of the city, and the place Pacific Grove holds in the broader context of California's natural and cultural history. I would enjoy spreading awareness of the museum as a resource for this knowledge, to the benefit of visitors and the city.

I also feel that serving on the museum board would put me in a unique position to act as a bridge between the mission and vision of the museum foundation and the city. It would also allow me to bring a broader city perspective to the museum and help make this resource as valuable as possible to the community.

I recently retired and am therefore able to commit time to civic engagement and other volunteer activities. I was recently added to the Monterey Bay Aquarium volunteer dive team, and I have plenty of energy and interest in additional ways to raise awareness of our history and natural environment

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicant:	**Date:**
[redacted]	2-19-26

FOR [redacted] **to:**

Appointment: _____ **Expiration:** _____ **Date of**
Reappointment: _____ **End of Term:** _____ **Date of**
Certification of Appreciation Awarded: _____ **Date**

CITY OF PACIFIC GROVE

www.cityofpacificgrove.org

Application for Appointment to a Public Board, Commission, or Committee

Persons interested in being appointed to serve on a board, commission, or committee of the City of Pacific Grove are invited to complete the following application.

Name:
Jessica Swanson

Street Address:
[redacted]

City:	**State:**	**ZIP Code:**
Pacific Grove	CA	93950

Residence Telephone Number:	**Work Telephone Number:**	**E-Mail Address:**
[redacted]		[redacted]

Name of Board, Commission, or Committee on which you would like to serve:
PG Museum Board

Brief Description of Background and Qualifications (Additional Information May Be Attached on Separate Sheets and Attachment of Resume is Desirable):

I am a 3-year resident of PG and retired Navy veteran with over 21+ years of leadership and management experience which I can leverage as a member of the PG museum board. Currently, I work at Central Coast Community Energy (3CE) in Monterey as the Chief of Staff to the CEO. In this role I have done the following:
- Partnered with the CEO and senior leadership to turn board priorities into day-to-day action, helping guide the $588.4M FY 2025-26 budget that supports energy service for 1.1M+ customers across the Central Coast
- Served as the communication bridge between the CEO and staff, translating executive direction into clear, actionable priorities that supported strong financial performance and helped grow the agency's net position to $290.8M by June 2025
- Led coordination of high-impact agency initiatives including state and federal regulatory impact strategies, progress toward 100% clean energy, internal use of AI tools, and agency-wide policy reform
- Prepared CEO briefings and stakeholder engagement materials that strengthened partnerships with cities, counties, and community leaders, enabling a service-area expansion with a 93% customer enrollment rate

In the U.S. Navy I flew Helicopters and worked in foreign affairs from June 2002 – March 2024. During this time, I held various leadership and management roles overseeing complex, dynamic programs in high-stakes international environments with diverse stakeholders

I hereby certify that I am a registered voter of the City of Pacific Grove (not required for EDC appointees.

Signature of Applicar [redacted]	**Date:** 2/10/26

FOR CITY USE ONLY

Appointment: _____ **Expiration:** _____ **Date of**
Reappointment: _____ **End of Term:** _____ **Date of**
Certification of Appreciation Awarded: _____

JESSICA SWANSON

[redacted]

PROFESSIONAL SUMMARY:

Results-driven PMP-certified leader with 20+ years managing complex, cross-functional initiatives and 11 months of executive leadership in California's clean energy sector as Chief of Staff at Central Coast Community Energy. Proven experience in stakeholder management, program implementation, and regulatory coordination across large-scale operations. Seeking to leverage program management excellence and utility sector knowledge to advance clean energy solutions and optimize utility operations in California's evolving energy landscape.

PROFESSIONAL EXPERIENCE:

Chief of Staff, Central Coast Community Energy, Monterey, CA **March 2025 – Present**

- Partnered with the CEO and senior leadership to turn board priorities into day-to-day action, helping guide the $588.4M FY 2025-26 budget that supports energy service for 1.1M+ customers across the Central Coast
- Served as the communication bridge between the CEO and staff, translating executive direction into clear, actionable priorities that supported strong financial performance and helped grow the agency's net position to $290.8M by June 2025
- Led coordination of high-impact agency initiatives including state and federal regulatory engagement strategies, progress toward 100% clean energy, technology integration initiatives, and agency-wide policy reform ensuring cross-departmental alignment and execution
- Prepared CEO briefings and stakeholder engagement materials that strengthened partnerships with cities, counties, and community leaders, enabling a service-area expansion with a 93% customer enrollment rate
- Identified process improvement opportunities and operational efficiencies across agency functions, implementing solutions that enhanced program effectiveness and stakeholder satisfaction

U.S. Navy **June 2002 – March 2024**

Senior Manager and International Strategist, San Diego, CA 2021 – 2024

- Managed strategic relationships with 20+ international partners, achieving a 100% project completion rate while ensuring stakeholder satisfaction and meeting program objectives
- Led complex multi-stakeholder initiatives across matrixed organizations, increasing organizational efficiency by 50% through innovative project and relationship management approaches
- Provided executive leadership consultations on relevant political-military issues, risk management, and program optimization with foreign partners through clear and concise communication
- Developed and implemented strategic communication plans to keep stakeholders informed of project updates, policy changes, and organizational initiatives

Regional Branch Chief, Tampa, FL 2018 – 2021

- Led a team of five military and civilian personnel developing and executing long-range strategic national security initiatives leveraging quantitative analysis, forecasting, and program evaluation methodologies while increasing collaboration across multiple federal agencies and foreign partners
- Directed 75+ strategic programs across four geographic regions, overseeing relationship management and program implementation with key government stakeholders
- Created and delivered executive communications and strategic recommendations to enhance program effectiveness and stakeholder satisfaction advancing the organization's strategic objectives
- Mentored and coached junior program managers and analysts, developing talent pipeline and improving team performance through structured feedback and professional development initiatives

Foreign Military Sales Officer, Abu Dhabi, United Arab Emirates 2016 – 2018

- Managed a portfolio of 120 strategic foreign military sales accounts valued at over $26B, implementing program management frameworks ensuring client satisfaction, regulatory compliance, and program success

- Increased stakeholder partnership engagement by 25% through proactive relationship management, enhanced collaboration, and innovative solutions
- Implemented cross-functional coordination processes involving multiple government agencies, defense contractors, and international partners, improving program visibility and reducing delivery timelines

International Strategist and Analyst, Manama, Bahrain 2013 – 2016

- Led strategic relationship development between the U.S. Navy and regional international partners, increasing annual engagements to meet complex stakeholder needs
- Managed 20+ concurrent projects requiring extensive stakeholder coordination, implementing standardized program management methodologies that improved on-time delivery and stakeholder satisfaction

Helicopter Pilot, Advisor, and Program Manager, CA; VA; Afghanistan 2002 – 2013

- Flew and commanded combat missions in U.S. Navy Seahawk helicopters, accumulated 1000+ flight hours
- Successfully managed diverse programs, including a helicopter system division, squadron operations, helicopter standardization programs, personnel statistics, and women's issues, demonstrating adaptability and excellence across varied program, types and organizational needs

EDUCATION:

Master of Arts: National Security Studies; Naval Postgraduate School – Monterey, CA
Bachelor of Science: Architectural Engineering; Drexel University – Philadelphia, PA

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: May 06, 2026

SUBJECT: Regional Surface Transportation Program Allocation Funding Agreement

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

RECOMMENDATION

1. Authorize an agreement with the Transportation Agency for Monterey County (TAMC) for appropriation of $123,590.57 of Fair Share Regional Surface Transportation Program funds.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

The Regional Surface Transportation Program (RSTP) was established by the State of California to utilize federal Surface Transportation Program funds for a wide variety of transportation projects. The State allows the Transportation Agency for Monterey County (TAMC) to exchange these federal funds for state funds to maximize the ability of local public works departments to use the funds on a wide variety of projects, including bicycle and pedestrian projects, local roads, and transit. TAMC has the responsibility of distributing these funds to the local jurisdictions. RSTP funds are distributed in two methods:

1. Fair Share, which is allocated to cities and counties based on population and centerline miles; and
2. Competitive Share, which is allocated to projects based on a competitive grant process.

On March 25, 2026, the TAMC Board approved RSTP Fair Share funding allocations for the three-year program period, FY 2026-2029. The City's fair share funding allocation for this period is $123,590.57.

A new funding agreement with TAMC is required every three years in order to be eligible to receive RSTP funds. These monies are held for the City by TAMC and can be used for a wide variety of transportation projects. Projects that are eligible include construction, reconstruction, rehabilitation, resurfacing, restoration, and operational improvements.

If the agreement is approved, the City of Pacific Grove's Department of Public Works will allocate RSTP funding towards appropriate transportation projects within the next three years for consideration by the City Council.

OPTIONS

Do not enter into the RSTP agreement and forgo $123,590.57 of transportation-related funding. Failure to do so would result in the City being ineligible for the receipt of RSTP Fair Share funding.

FINANCIAL IMPACT:

By entering into an agreement with the Transportation Agency of Monterey County, the City will secure a $123,590.57 allocation of transportation-related funding for future infrastructure projects.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Funding Agreement

AGREEMENT BETWEEN THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND THE CITY OF PACIFIC GROVE
FOR THE ALLOCATION OF FUNDING APPROVED BY
THE TRANSPORTATION AGENCY BOARD OF DIRECTORS

This agreement is made on _____ by and between the City of Pacific Grove, a public body, hereinafter referred to as "Recipient," and the Transportation Agency for Monterey County, hereinafter referred to as "TAMC."

WHEREAS, TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual federal Surface Transportation Block Grant Program (STBGP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, TAMC is authorized to use these exchanged funds (hereinafter referred to as "RSTP Exchange Funds") to assist local agencies to promote projects which otherwise qualify for STBGP funds; and

WHEREAS, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit District;

WHEREAS, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

WHEREAS, the TAMC Board of Directors has approved the allocation of funds toward the projects listed in Exhibit A; and

WHEREAS, it is contemplated by TAMC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, TAMC has requested the Monterey County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR RSTP EXCHANGE FUNDS

    A. TAMC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.

    B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

2. RULES FOR TDA 2%

    A. TAMC agrees to allocate TDA 2% funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99234 Claims for Pedestrian and Bicycle Facilities.

    B. The Recipient agrees to use TDA 2% funds only for TDA 2% eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

3. RULES FOR RDIF

    A. TAMC agrees to allocate RDIF funds under the Joint Powers Agreement only for projects as authorized by the TAMC Board of Directors in the approved Strategic Expenditure Plan.

    B. The Recipient agrees to use RDIF funds only for RDIF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

4. ADMINISTRATIVE POLICIES

    A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., “Exhibit A-1 (DATE)”).

    B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for all projects listed in Exhibit A.

C. The Recipient agrees to mention TAMC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.

D. TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.

E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were awarded by the TAMC Board of Directors, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow TAMC to refuse reimbursement and to reprogram such funds for other purposes.

5. COST PRINCIPLES

A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.

B. Recipient agrees to:

(a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and

(b) comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

6. THIRD PARTY CONTRACTING

A. Recipient shall not award a construction contract over $10,000 or other contracts over $25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).

B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.

C. In addition to the above, the pre-award requirements of third party contractor/ consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

7. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

8. RIGHT TO AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Recipient shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

9. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

10. PROJECT COMPLETION

Recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

11. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

12. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

13. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

14. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

15. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

16. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

17. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

19. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the latest date reflected on the signature page(s) below.

IN WITNESS WHEREOF, TAMC and Recipient execute this Agreement as follows:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

_____ _____
Todd Muck Date
Executive Director

Recipient:
CITY OF PACIFIC GROVE

_____ _____
Nick Smith Date
Pacific Grove Mayor

Approved as to Form:

_____ _____
Shane Strong Date
TAMC Counsel

_____ _____
Alex Lorca, Date
City Attorney City of Pacific Grove

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	Mohammed Khasimi, Chief Information Officer
MEETING DATE:	May 06, 2026
SUBJECT:	Renewal of Microsoft Enterprise Software License Agreement
CEQA:	Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Authorize a 3-year renewal agreement with Dell / Microsoft for Microsoft Enterprise Software Licensing through Riverside County Master Agreement, in the amount of approximately $26,000 annually.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

City Council approved the original 3-year Microsoft Enterprise Software Licensing Agreement on May 10, 2023. This item requests approval to renew the agreement for a subsequent 3-year term.

Microsoft software licenses are used by City staff and City Council members for email communication, digital content storage, virtual meetings, and other core productivity and collaboration needs. The Microsoft Enterprise Agreement (EA) for the City's software licensing requirements is offered through Dell via the Riverside County Master Agreement, and it provides the following benefits:

- Lower cost: Licensing through the EA with volume discounts is typically lower than standard pricing, with an estimated savings of approximately 20%.
- Centralized license management: All Microsoft licenses can be managed centrally through the Microsoft Licensing Portal.
- Broader product availability: The EA provides access to a standardized catalog of Microsoft products and services available under the agreement.

Dell is a reseller of Microsoft Enterprise licenses through Riverside County's Master Agreement. Numerous cities and counties utilize Dell for their Microsoft EA licensing under this contract, including the City of Monterey, City of Morgan Hill, City of Gilroy, City of Sacramento, Los Angeles County, and the City of Long Beach. This practice is consistent with Pacific Grove Municipal Code Section 2.16.080, Bidding procedures - Dispensation when (g) which allows dispensation of bidding procedures when the article can be purchased more economically through the central purchasing authority of another governmental agency.

The cost is approximately $26,000 annually, but may vary slightly based on storage needs and number

of licenses to support operations.

The renewal must be completed by May 20, 2026, which makes this a time sensitive request.

OPTIONS

1. Authorize a 3-year renewal agreement with Dell / Microsoft for Microsoft Enterprise Software Licensing through Riverside County Master Agreement, in the amount of approximately $26,000 annually.
2. Do not authorize the 3-year renewal agreement. Failure to authorize the renewal would result in significant impacts to functionally and operations due to inability to access email communication, digital content storage, virtual meetings, and other core productivity and collaboration needs.
3. Alternatively, discuss and take other action related to this item.

FINANCIAL IMPACT:

Funding for this expenditure is included within the adopted budget.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

2023 Microsoft EA Agreement - Signed

New 2026 Microsoft EA Renewal Agreement - Draft

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	1314531.003
Document Description	Document Number or Code
Sub 250 Program Amendment	W29 (New)
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Pacific Grove
Signature*	Bill Peake (Bill Peake (May 11, 2023 13:14 PDT))
Printed First and Last Name*	Bill Peake
Printed Title	Mayor
Signature Date*	May 11, 2023
Tax ID	

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	
Previous Enrollment number *(Reseller to complete)*	
Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Pacific Grove
Contact name* First Mohammed **Last** Khasimi
Contact email address* mkhasimi@cityofpacificgrove.org
Street address* 300 Forest Ave.
City* Pacific Grove

State* CA
Postal code* 93950-3321
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (831) 648-3170
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First **Last**
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First **Last**
Contact email address*
Phone*
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID	Enrollment Number
1314531.003	

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	85	85	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	7
O365 G3 GCC	78

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	78	85	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Microsoft Volume Licensing

Enterprise
Sub 250 Program
Amendment ID W29

Enrollment Number

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. *On the first page of the Enrollment, the following is added after the second paragraph:*

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. *Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. *Software Assurance renewal.*

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☐

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.



Pacific Grove EA Signature Form

Final Audit Report 2023-05-11

Created:	2023-05-11
By:	Mohammed Khasimi (mkhasimi@cityofpacificgrove.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv9icb3VUYkuSjIQ_t4UQgGKpNpHyzhFf

"Pacific Grove EA Signature Form" History

Document created by Mohammed Khasimi (mkhasimi@cityofpacificgrove.org)
2023-05-11 - 5:37:08 PM GMT- IP address: 12.227.61.194

Document emailed to bpeake@cityofpacificgrove.org for signature
2023-05-11 - 5:39:23 PM GMT

Email viewed by bpeake@cityofpacificgrove.org
2023-05-11 - 8:12:56 PM GMT- IP address: 73.223.20.143

Signer bpeake@cityofpacificgrove.org entered name at signing as Bill Peake
2023-05-11 - 8:14:46 PM GMT- IP address: 73.223.20.143

Document e-signed by Bill Peake (bpeake@cityofpacificgrove.org)
Signature Date: 2023-05-11 - 8:14:48 PM GMT - Time Source: server- IP address: 73.223.20.143

Agreement completed.
2023-05-11 - 8:14:48 PM GMT

Adobe Acrobat Sign

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	8084445

AMD000496462

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Sub250 Form	W29
Product Selection Form	3171220.004_PSF
Enterprise Amendment	M97 - (88302447)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Pacific Grove
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	88302447
Previous Enrollment number *(Reseller to complete)*	8766989

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

(i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

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Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

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5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

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For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ **Enrolled Affiliate only.**

☐ **All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

☐ **Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://privacy.microsoft.com/privacystatement.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

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in the Microsoft 365 Admin Center (MAC)and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Pacific Grove
Contact name: First* Mohammed **Middle** **Last*** Khasimi
Contact email address* mkhasimi@cityofpacificgrove.org
Street address* 300 Forest Avenue
City* Pacific Grove
State* CA
Postal code* 93950-3321-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (831) 648-3156
Tax ID
Work or School (WSA) Account ID mkhasimi@cityofpacificgrove.org
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC)and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Mohammed **Middle** **Last*** Khasimi
Contact email address* mkhasimi@cityofpacificgrove.org
Street address* 300 Forest Avenue
City* Pacific Grove
State* CA
Postal code* 93950-3321-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (831) 648-3156
Work or School (WSA) Account ID mkhasimi@cityofpacificgrove.org
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Mohammed **Middle** **Last*** Khasimi
Contact email address* mkhasimi@cityofpacificgrove.org
Phone* (831) 648-3156
Work or School (WSA) Account ID mkhasimi@cityofpacificgrove.org
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

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d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* 1 Dell Way
City* Round Rock
State* TX
Postal code* 78682-7000
Country* United States
Contact name* Gov ContractAdmin
Phone* 800.238.2727
Contact email address* us_ms_vl_admin@dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Physically Submitted

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

3171220.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	80	80	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	10
O365 G3 GCC	70
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security USL	1

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	70	80	1	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | AMD000496462

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
7KB-00001	Defender Endpoint P2 GCC Sub Per User	5	0
AAD-32907	EMS G3 GCC ALng Sub Per User	1	0
MQN-00001	Entra ID P2 Gov Sub Per User	1	0
4ES-00001	EOA Exchange Online GCC Sub Per User	68	0
3PS-00001	Exchange Online Kiosk GCC Sub Per User	2	0
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	1,000	0
3KS-00001	O365 F3 GCC Sub Per User	58	0
U4S-00002	O365 G1 GCC Sub Per User	10	0
AAA-11894	O365 G3 GCC Sub Per User	70	0
PF1-00002	Project P1 GCC Sub Per User	1	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	135	3

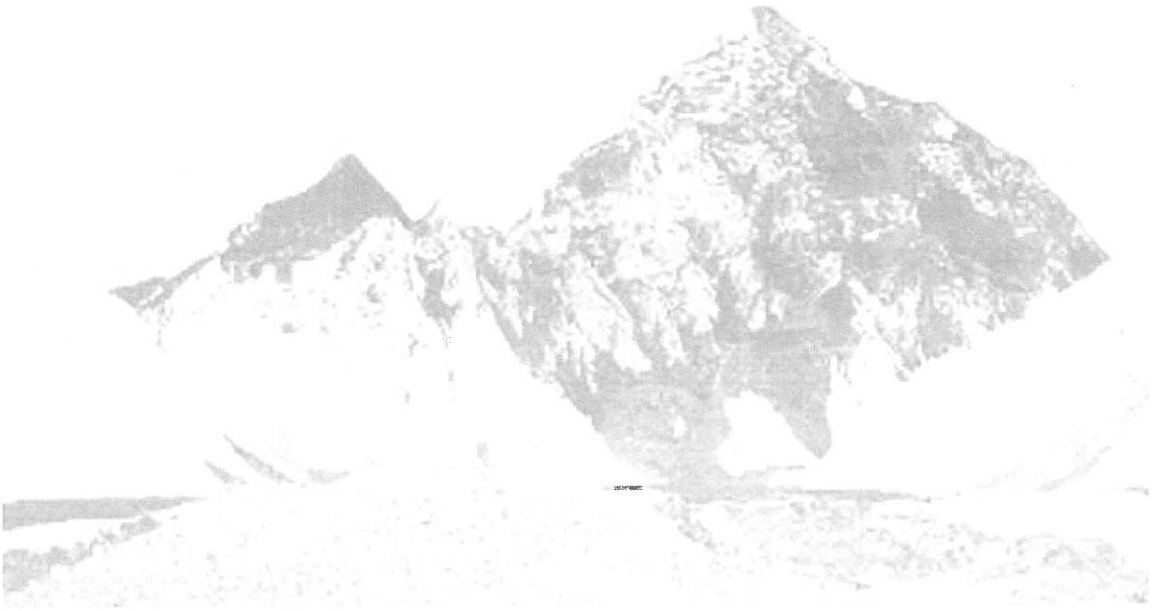
SKU Number	SKU Description	Existing Quantity	Incremental quantities
P3U-00001	Visio P2 GCC Sub Per User	1	0

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2025)(IU).docx"		M97	Lime



Microsoft Volume Licensing

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. *On the first page of the Enrollment, the following is added after the second paragraph:*

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. *Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. *Software Assurance renewal.*

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

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Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	8766989	5/31/2026

Physically Submitted

Microsoft Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Pacific Grove
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	8766989		

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	George Fuerst, Environmental Program Manager
MEETING DATE:	May 06, 2026
SUBJECT:	Emission-Reducing Replacement of City Owned Natural Gas Water Heaters, Funded by PG&E Government/K-12 Program Incentive
CEQA:	Categorical Exemption, CEQA Guidelines Section 15302, Class 2, Replacement or Reconstruction of Existing Structures and Facilities

RECOMMENDATION

1. Authorize the City Manager, or designee, to enter into an agreement with Willdan, an authorized implementer of PG&E Programs, for the replacement of natural gas storage tank water heaters with emission-reducing heat pump water heaters or on-demand natural gas water heaters.
2. Alternatively, take other action related to this item.

DISCUSSION

The City of Pacific Grove maintains multiple facilities with aging natural gas water heaters that will require replacement in the near term. This project provides an opportunity to proactively replace that equipment with more efficient and lower-emission systems in alignment with the City's Climate Action and Adaptation Plan, which calls for reducing greenhouse gas emissions from municipal operations and transitioning to cleaner technologies where feasible.

Through the PG&E Government/K-12 (GK-12) Program, administered by Willdan Energy Solutions, the City has received a funding commitment to replace existing units at the Youth Center (302 16th Street), Community Center (515 Junipero Avenue), Golf Maintenance Yard (Del Monte Boulevard, 5th Fairway), Public Works Corporation Yard (2100 Sunset Drive), Fire Department (600 Pine Avenue), and the Golf Pro Shop (77 Asilomar Avenue).

The project includes installation of 50-gallon heat pump water heaters (HPWHs) at the Youth Center, Golf Maintenance Yard, and Public works Corporation Yard, and a 120-Gallon HPWH at the Community Center. At the Fire Department and Golf Shop, where operational or site constraints limit electrification, the project proposes installation of two high-efficiency on-demand (tankless) natural gas water heaters.

This approach ensures that aging equipment is replaced with the most appropriate technology for each site—prioritizing emission-reducing heat pump systems while maintaining reliable service through efficient gas systems where necessary.

The total project cost, estimated at $56,765, and including equipment purchase and installation, is fully

funded through PG&E GK-12 Program incentives, with Willdan serving as the authorized program implementer. Willdan will manage installation and is paid directly by PG&E; therefore, there is no cost to the City for equipment or installation. Incentive funding is limited and reserved on a first-come, first-served basis, making timely authorization important.

This program enables the City to replace end-of-life infrastructure at no direct cost while advancing Climate Action and Adaptation Plan goals, reducing emissions, and improving energy efficiency.

OPTIONS

Do nothing.

FINANCIAL IMPACT:

There is no cost to the City for this project. The full estimated cost of $56,765 for equipment and installation is funded through PG&E's Government/K-12 (GK-12) Program and paid directly to the program implementer, Willdan Energy Solutions.

The City anticipates ongoing utility savings due to improved efficiency; however, actual savings will depend on usage patterns and future energy costs and cannot be reliably estimated at this time. The City will also avoid future capital and emergency replacement costs by proactively replacing aging water heaters at no cost.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

2026 GK12 PPA City of Pacific Grove

WILLDAN

April 9, 2026

George Fuerst
Environmental Program Manager
City of Pacific Grove
1015 10th St
Pacific Grove, CA 93950

Dear George,

Please accept this letter as a commitment offer for the incentive quotes on behalf of PG&E Government/K-12 program as administered by Willdan Energy Solutions.

The table following this cover letter presents the project financials for each site that we assessed. This table also includes the incentive funds that PG&E, through Willdan as Program Administrator, has committed to this project. This letter reserves those funds on a **first come first served basis.** Please let me know if there is an expected delay in signature approval as funding is limited.

The GK12 program will be managing your work across 6 different projects – to be reported to PG&E on completion. The enclosed Program Participation Agreement governs each of those projects individually.

GK12 is funded by the California Ratepayer and has limited funding for your project to keep it **no/low cost**. By accepting this project the signing agency (Participant) acknowledges and agrees to the following:

1. *Participant, as applicable, will support navigating the permitting process.*
2. *Participant will, as applicable, facilitate setting permitting expectations for the GK12 program scopes made part of this Program Particpation Agreement.*
3. *GK12 has budgeted $500.00 per permit. Should per project permitting costs exceed $500.00, the program reserves the right to (a) cover the cost or (b) pass the cost back to your agency should the total cost of the install exceed our program budget for the work.*
4. *Participant agrees that changes in permitting requirements and expectations, from permit issuance to permit closure will not occur. Should they occur, Participant agrees to waive or cover any additional permitting costs associated with special inspections or after-the-fact engineering expectations that exceed the budgeted $500.00 noted in item 3 above.*
5. *Participant understands that clear expecations regarding permitting, as applicable, prior to installation, will mitigate challenges during permit closures.*
6. *Participant understands that the project scopes are limited to actions that must be taken to install a Heat Pump Water Heater or Tankless Water Heater.*
7. *Participant understands that upstream or downstream plumbing issues may arise due to the temporary shut-off of hot-water. Examples include but are not limited to failing o-ring and gasket failures.*
8. *The program will in good faith, support the resolution of such issues noted in item 6 and 7 above; additional funding to address upstream and downstream issues not associated with the scope will be considered on a case-by-case basis.*

9. *The agency has reviewed the scope and understands the recommendations by the GK12 program, potential changes in facility functional use or forecasted changes in occupancy, and that the presented scope is acceptable for current and forecasted use.*
10. *GK12 will not be responsible for a lack of hot water should the space's functional use change or should occupancy levels increase after the installation.*
11. *For on-demand units, participant understands that recirculation pumps need to move water at greater than 0.5 gallons/minute (gpm) to turn on the water heater. If there is an existing recirulcation pump that is less than 0.5 gpm, the participant needs to inform Willdan if the pump should be bypassed, left in place, or if the participant will be replacing with a higher flow pump.*
12. *For on-demand units, participant has the option to install a timer on the recirculation pump under the PG&E GK-12 program at no additional cost. This must be done at the time of the installation for the incentives to cover the cost.*
13. *The Participant, will in good faith, promptly communicate with GK12 staff should any concerns arise to ensure the program can rapidly resolve the stated issue.*
14. *Allow PG&E to perform a post-installation inspection, if they request it.*

Should you agree to move the project forward, our subcontractor will be responsible for the pulling and closing of building permits. A Willdan representative may periodically be onsite to oversee our subcontractor.

If there are any questions, please contact me.

Thank you in advance for participating in the PG&E Government K-12 Program.

Sincerely,

Lou Jacobson

Lou Jacobson
Willdan Energy Solutions

cc: Tom Kouris

City of Pacific Grove	Youth Center	Community Center - Near Showers	Golf Maintenance	Corp Yard-Mechanical Dept	TOTAL
Existing Gas Water Heater	30 Gallon	75 Gallon	30 Gallon	50 Gallon	
Proposed Heat Pump	50 Gallon	120 Gallon	50 Gallon	50 Gallon	
COSTS					
Base Cost	$7,845.00	$21,670.00	$7,845.00	$7,845.00	$45,205.00
Add On: Electrical Run	$120.00	$0.00	$360.00	$0.00	$480.00
Add On: Subpanel/Upgrade	$0.00	$0.00	$0.00	$0.00	$0.00
Add On: Pedestal	$0.00	$0.00	$0.00	$0.00	$0.00
Add On:Additional Labor	$0.00	$0.00	$0.00	$0.00	$0.00
Total Cost:	**$7,965.00**	**$21,670.00**	**$8,205.00**	**$7,845.00**	**$45,685.00**
PG&E Incentive:	**$7,965.00**	**$21,670.00**	**$8,205.00**	**$7,845.00**	**$45,685.00**
Net Cost:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

City of Pacific Grove	Fire Department - Firehouse Operations	Golf Shop	TOTAL
Existing WH	40 Gallon	40 Gallon	
Proposed On-Demand WH	199,000 BTU Unit	199,000 BTU Unit	
COSTS			
Base Cost	$5,040.00	$5,040.00	$10,080.00
Add On: Electrical Run	$0.00	$0.00	$0.00
Add On: Electrical Outlet	$0.00	$0.00	$0.00
Add On:Flue Extension	$500.00	$500.00	$1,000.00
Total Cost:	**$5,540.00**	**$5,540.00**	**$11,080.00**
PG&E Incentive:	**$5,540.00**	**$5,540.00**	**$11,080.00**
Net Cost:	**$0.00**	**$0.00**	**$0.00**

WILLDAN

Program Participation Agreement

Thank you for participating in Willdan's Government and K-12 Schools Program. Follow the 3 steps below to get started.

Step 1: Submit this PPA and pre-installation application to Willdan before commencing installation of energy efficiency measures

Step 2: Willdan ("Implementer") will review the application and issue a Notice to Proceed (NTP)

Step 3: After receiving a NTP, proceed with the installation of measures and then submit the post-installation application (includes Project Certification Form, invoices, calculations, photos, cut sheets, and W-9 form)

Site Information

Site or Building Name:	Site Contact Name:	Site Contact Phone:	Site Contact Email:
City of Pacific Grove	George Fuerst	(831) 648-5722 x 4200	gfuerst@cityofpacificgrove.org

Site Address (if multiple, provide full list in an attachment): Multiple (see attached)

Mailing Address: 1015 10th St, Pacific Grove, CA 93950

PG&E Account Information

Account Holder Name:	Interval Meter? (Y/N):
City of Pacific Grove	N/A

Electric Service ID#:

Gas Service ID#:

Project Estimates

Estimated Total Project Cost:	Estimated Total Incentive[1]:
$56,765.00	$56,765.00

Estimated Project Completion Date: TBD

Measures - From Project Feasibility Study

EEM NO.	Measure Description	Electricity Savings (kWh)	Demand Savings (kW)	Gas Savings (Therms)
001	(3) 50-gallon HPWHs	-31,373		3,521
002	(1) 120-gallon HPWH	-22,555.27		2,986.19
003	(2) On-demand water heaters	-199.82		2,781.81

Program representatives have developed detailed calculations for proposed measures using industry standard tools, including building modeling software as required. All measures included as part of this program participation have been screened for cost-effectiveness eligibility through a TRC analysis.

Incentive Payment - If Incentives Apply. Payee Must Have W-9 On File With The Program.

Make Incentive Payable To:	Payee Type:		Notes (Attention To, etc.):
Willdan Energy Solutions	Partner		Accounts Receivable
Incentive Mailing Address:	**State:**	**Zip Code:**	**Telephone:**
2401 East Katella Ave. Ste. 300	CA	92806	800-424-9144

[1] *See terms & conditions sections 9 & 11: funds are subject to change, first-come, first-served and are not guaranteed.*

Authorized Implementer of PG&E Programs

Customer agrees to implement its Project at the designated property (Site) in accordance with these Program Participation Agreement (Agreement) terms and conditions (Terms).

1. AUTHORITY. Customer represents and warrants it has the Project Site owner's permission to implement the Project and comply with these Agreement Terms.
2. ELIGIBILITY. Projects for a custom, deemed, retro-commissioning, or NMEC project must be implemented at a non-residential site that is considered a local government, local educational agency, or federal agency. Services outside of these sectors must be approved in writing by the PG&E Program Manager. The project's meter must be charged the public purpose fund surcharge, and the Project measures(s) must not have been replaced within the last 5 years and must meet all other eligibility requirements as may be required by PG&E.
3. PROGRAM REGULATORY AND MANUAL RULES. Project implementation is subject to all applicable California Public Utility Commission (CPUC) regulatory mandates and the Program's rules and policies, which may change without notice. Rules include: all relevant CPUC actions including but not limited to decisions, dispositions and advice letters, GK12's program implementation plan and, PG&E policies, procedures and Platform Rulebook. Individually and collectively, these are referred to as the Program Manual rules.
4. PROJECT WRITTEN APPROVAL. Projects that require Implementer's or PG&E prior written approval as required in the Program Manual Rules, require Customer to not remove any existing equipment/systems, pre-order, purchase, or install any measures or equipment for their Project, until receiving such written approval to avoid disqualification.
5. INSTALLER AND MEASURE INSTALLATION. Customer is solely responsible to obtain all qualifying measure equipment required to implement their Project, to select, contract with, and pay (which Customer can assign their qualifying incentive) an appropriately licensed Installer to install and make operational the Project measure(s). PG&E and Implementer: (a) will not supervise, oversee, perform any background checks, or have any control over the Installer performing the Project measure installation; (b) will not acquire or purchase any qualifying measures for the Project or provide any such related equipment or product warranties of any kind; (c) will not solicit installation bids, prepare or evaluate the Project's design or engineering needs and (d) and will not be responsible for any other Installer or measure fees or costs for the Project. The liability related to these issues is solely between the Installer and the Customer. Customer must contract separately with an Installer to perform as required under this Agreement, any installation or construction for their Project measures approved to be eligible to receive any Program Customer Incentive.
6. MEASURE INSTALLATION LAW COMPLIANCE. All Project measure installations to qualify must comply with federal, state, and local laws, safety requirements and applicable manufacturer and product instructions to be eligible for incentives.
7. MEAUSRE QUALIFICATION. Equipment leased, rebuilt, resale products, received from warranty or insurance, exchanged, or won as a price; new parts installed in existing equipment, are not eligible to be used for project measure qualification. Qualified product must meet GK12's minimum qualification standards and governing custom or statewide workpaper requirements.
8. PROJECT PERMITS. Customer is responsible to obtain and pay for any required permits to implement their Project when using internal labor or a non-program installer. Customer will support and guide permitting for projects utilizing program implementing parties (contractors).
9. PROJECT OPERATIONAL DUE DATE. Projects must be completed and fully operational no later than one (1) year from the execution of the Program Participation Agreement. Projects that are delayed beyond the one-year threshold must receive a written extension by the GK12 Program Manager.
10. PROJECT OR SITE CHANGES. Any material change during or after the Project implementation or to the Site impacting the Project's energy saving benefits due to occurrences of non-routine events (i.e., required use of additional heating and cooling loads, modified operating hours), Customer will promptly provide Implementer written description of these circumstances.
11. PROJECT DESIGN AND FEASIBILITY. PG&E may review but has no responsibility or accountability for the Project's design, construction, installation, or maintenance nor does such review constitute any PG&E guarantee or representation as to the Project's economic, technical, or operational capability for any of the measures installed.
12. PROJECT SITE ACCESS. Customer agrees to provide or procure for the Implementer, PG&E, the CPUC, and their representatives Project Site access to perform Project administration and/or implementation requirements to include, but not limited to, inspection of pre and post measure installation, calculation and verification of Project baseline and actual performance energy saving measurements, etc.
13. SAFETY. If at any time during the Customer's participation in the Program and/or implementation of their Project, PG&E or Implementer, in their sole discretion, determines any Site conditions, Project implementation, or Program participation creates or may potentially create an unsafe situation or may adversely impact the reliability to provide electric or gas service to the Site, PG&E or Implementer shall have the right to suspend Customer's Project implementation until such time as PG&E or Implementer determines, these unsafe conditions are satisfactorily resolved and safety restored.
14. CUSTOMER INCENTIVES. Incentives come from California ratepayers funding and is made available under the Program on a first-come, first-served basis until such funding is depleted or as otherwise directed by the CPUC. Incentives may not exceed Project costs or the energy savings that exceed the actual annual amount of the electricity usage recorded at the Project's meter.
15. CALCULATION OF THE PROJECT INCENTIVE. Project incentives are paid based on the Project's completed and actual verified energy savings. Stated Project incentives, energy savings projections and installation costs on the Custom Project application are estimates only and may very when verified. Implementer and PG&E will validate the Project's baseline energy measurements, verify the actual energy savings, and determine the Project's incentive payment to align and comply with the Program Manual Rules and these terms.
16. WORKFORCE STANDARDS AND INCENTIVES FOR HVAC AND LIGHTING CONTROL MEASURES. Projects that receive an incentive for non-residential heating, ventilation, and air conditioning (HVAC) measure exceeding $3,000 and/or for lighting control (LC) measure exceeding $2,000, prior to these measures being installed, modified, or maintained, each technician rendering such work is required to provide their applicable qualification documentation and must have for at least one of the following: (a) Completed an accredited HVAC apprenticeship. (b) Is enrolled in an accredited HVAC apprenticeship. (c) Completed at least five years of work experience at the journey level according to the Department of Industrial Relations definition, Title 8, Section 205, of the CA Code of Regulations, passed a practical and written HVAC system installation competency test, and received credentialed training specific to the installation of the technology being installed. (d) Has a C-20 HVAC contractor license issued by the CA Contractors State Licensing Board; and for LC Measures the person doing the work must produce an installer certification from the CA Advanced Lighting Controls Training Program.
17. CUSTOMERS WITH SELF GENERATION CAPABILITIES. Customers with existing co-generation or self-generation system at the Project Site, the Project incentive is limited to the previous 12-month energy usage (kW, kWh and Therms) purchased from or delivered by the utility

providing services on the Project's meter(s).

18. PROJECTS WITH NON-PG&E ENERGY SUPPLY. Non-PG&E supply, i.e., generation or deliveries from another commodity supplier, these Project incentives will be solely determined by PG&E based only on the energy savings reflected on the electric grid or natural gas system.
19. NO DOUBLE DIPPING. Customer represents they have not received within the last five years and will not apply for five years from the date of this Agreement, to acquire any energy saving incentives or rebates offered by PG&E, other California energy saving programs using the Customer's Project or measures implemented under this Agreement.
20. ENERGY BENEFITS AND INCENTIVE DISQUALIFICATION. Project incentives are provided in consideration of PG&E Ratepayers receiving 100 percent of the completed Project's life energy savings benefit or 5 years, whichever is less. For Projects that do not satisfy this energy savings benefit, Customer and the Program implementer shall be responsible to refund PG&E the prorated amount paid for such energy savings benefits not realized. This amount due, if any, will be off set against any incentives or payment due or such amount shall be payable within 30 days of notification.
21. PROJECT CERTIFICATIONS. Customers receiving incentives for Projects that involve receiving Incentives for energy efficiency measures must submit a written certification as required in CA Public Utilities Code Section 399.4 b (1) and (2) which states in relevance; "prior to receiving any Project Incentive payment, the recipient of the Incentive must certify the Project is complete and complied with applicable permitting and licensing requirements, any contractor performing the such work was a licensed contractor". For HVAC Project measures, proof of the HVAC permit closure must also be provided with the required Project Certification.
22. PROJECT COMPLETION DOCUMENTATION. Prior to issuing a Project Incentive payment, all applicable Project documentation required under these Terms and in the Program Manual Rules must be provided by the Customer, i.e., paid invoices, supplier name, address, phone, itemized listing of products, quantity, manufacturer and model number, Project Certifications, HVAC Permit closure evidence, final engineering calculations, schematic drawings, and related documentation as requested by PG&E that substantiates the Project's energy savings result and compliance with these Terms.
23. TERM AND TERMINATION. This Agreement is effective upon the Customer's signature and expires upon PG&E receiving the Project's energy savings benefits as defined in term 20, unless terminated sooner. Customer's breach of its obligations under these Terms, or upon directive by the CPUC, may result in the Agreement's termination. Implementer nor PG&E will be liable for any damages or claims arising from such termination. Except as otherwise expressly stated, Customer or Implementer may terminate this Agreement for any reason upon 15 work days with written notice.
24. CPUC RIGHTS. The CPUC is authorized to modify Program requirements at any time. All Customer Data and Project details, results, reports, energy usage data, or other identifiable information, shall be made available to the CPUC upon request.
25. RELEASE OF CUSTOMER DATA. Customer consents to Implementer and PG&E collecting, using, processing, storing, copying, and making the same available to other California Investor Owned Utilities (IOUs) for Statewide programs, the Customer's personal identifiable information, energy usage data, account number, billing data, documentation, other Project data, collectively (Customer Data), only as required to implement the Customer's Project and comply with the CPUC administrative and compliance requirements, the Program Manual Rules and these Agreement Terms.
26. **NO WARRANTY AND DISCLAIMER.** PG&E MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED RELATED TO THE PROJECT AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION WARRANTY OR LIABILITY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSES.
27. CUSTOMER PROJECT DATA OWNERSHIP. Customer's Project information, including the Customer Data obtained and developed in accordance with this Agreement shall be owned by PG&E and used for PG&E internal business purposes and no further consideration other than Project incentive will be paid. PG&E will not publish any identifiable Customer Data absent the Customer's written consent.
28. NO OBLIGATION. California consumers are not obligated to purchase any full-fee service or other service not funded by this Program. Program incentives are funded by California utility ratepayers under the auspices of the CPUC. Los consumidores en California no estan obligados a comprar servicios completes o adicionales que no esten cubiertos bajo este programa. Este programa a esta financiado por los usuarios de servicios publicos en California bajo la jurisdicci6n de la Comisi6n de Servicios Publicos de California (CPUC).
29. MISREPRESENTATION. Project information provided must be accurate and if determined fraudulent or misleading the Project Incentive will be disqualified.
30. LIMITATION OF LIABILITY. PG&E shall not be liable for any costs resulting from the Project's estimated versus actual energy savings, savings not materialized, cancellation or cost increase(s), fees, claims, or other charges for any reason arising from or related to a Program's Project implementation. In no event shall Implementer, Customer, or PG&E be eligible for special, incidental, lost profits, or consequential damages because of this Agreement.
31. ADVERTISING AND NAME USAGE. Implementer and Customer agree not to use each other's name, PG&E's name, or Customer's Project Site identifying characteristic in any published materials absent the appropriate written approval.
32. ASSIGNMENT. Customer may not assign their rights or obligations under this Agreement, absent Implementer's written consent.
33. PROJECT SITE SALE/TRANSFER. Customer will seek the necessary permission to enable assignment of this Agreement if the energy benefits are not fully realized, in the event of a sale of the Project Site or transfer to another Site Owner or Customer.
34. TAX LIABILITY. The receipt of any Project incentive or rebate may result in taxable income. Incentive tax reporting is between the Implementer and the Customer.
35. TOXIC MATERIALS. PG&E and Implementer shall have no responsibility for the discovery, exposure, presence, handling, removal, or disposal of hazardous materials of any kind related to implementing the Project, including without limitation, asbestos, PCBs, or other toxic substances.
36. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of California.

Customer Affidavit for Accelerated Replacement Projects

To be completed if measure application type is Accelerated Replacement (AR)

Per CPUC Resolution E-5515, all AR Projects require the customer or an authorized representative of the customer to sign the below customer affidavit statement.

I, ,hereby certify that I am authorized to make this declaration as the Customer or as an authorized representative of the Customer, .By signing below, I certify the existing equipment being replaced to the best of my knowledge is in working order. I acknowledge misrepresentation of this claim will result in a rejection of all or part my Project's participation in the Program and may be required to return all or part of the incentive(s) I received according. I understand a misrepresentation may also result in my participation in this Program and/or any California ratepayer future energy savings program participation and projects being disqualified, on probation or suspended.

Customer Signature

Customer acknowledges and agrees that Customer is eligible to participate and receive any Program incentives. Customer has reviewed and agrees to be legally bound by the attached Program terms and conditions which includes, but is not limited to, not removing any existing equipment or systems and/or purchasing or installing any Project energy efficiency measures, until Customer receives a written Project Approval.

Customer Representative (print)	Signature	Date

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Multi-Site Attachment:

Site/Building Name	Address	Site Contact	Site Contact Phone	Site Contact Email
Youth Center	302 16th St, Pacific Grove, CA 93950	George Fuerst	(831) 648-5722 x 4200	gfuerst@cityofpacificgrove.org
Community Center	515 Junipero Ave, Pacific Grove, CA 93950			
Golf Maintenance	DEL MONTE BLVD 5TH FAIRWAY PACIFIC GROVE CA 93950			
Corp Yard	2400 Sunset Drive in Pacific Grove, CA 93711			
Fire Department - Firehouse Operations	600 Pine Ave, Pacific Grove, CA 93950			
Golf Shop	77 Asilomar Ave, Pacific Grove, CA 93950			

WILLDAN

To: GK12 Program Participants

From: Thomas Kouris, Willdan Energy Solutions (PG&E Program Implementor)

Subject: Demand Response

Dear Program Participant,

Thank you for enrolling in the PG&E GK-12 Water Heater Replacement offer. With the installation of a new electric heat pump hot water heater (HPWH), you have switched from gas to an efficient electric heat pump solution which will reduce your carbon and air emissions.

Your enrollment includes substantial incentives to reduce your installation cost. The incentive program asks participants to enroll in a Demand Response (DR) program. We determined based upon operations at the Youth Center, Golf Maintenance and Corp Yard are most conducive to a DR program. Currently this PG&E program is in flux; Willdan will get back with you when a program accepts our devices. Until that time, no decision will need to be made whether you wish to participate or not. This will not impact the installation of the heat pumps.

Here is some general information on the DR Program, which helps you to: reduce your electric bill, reduce greenhouse gas emissions, improve air quality, and support grid stability in California.

On **50- gallon HPWH's**, we can install a device allowing it to be controlled remotely. When requested by PG&E or CAISO (grid management for the state), the DR Provider will minimize your water heater energy usage for up to 4 hours, typically between 4pm-9pm (demand response *event*). The events occur on the hottest days of the summer or other grid- stressed times from May 1 through October 31. There are typically 5-15 events/year.

Please consider which buildings are closed in the evenings or have little to no hot water demand in the evening. All of these are excellent candidates for demand response. Conversely, fire and police stations, 24/7 operations requiring hot water in the evening, and recreation centers that rent their hall and kitchens would not be good candidates.

About 45 minutes prior to an event, the DR Provider will assess the temperature of the water in the tank. A signal will be sent to your HPWH to turn *on* to preheat the water to a temperature slightly *higher* than the standard setting. Preheating allows you to comfortably "ride through" the DR event as any temperature difference should not be noticeable. A drop in temperature is typically 1 degree per hour. So, your HPWH may go from about 125 degrees to about 120 degrees during the event. Again, you will save money.

Again, this is something you will decide later. We are just providing a little information.

Thomas A Kouris

714.940.6300 | 800.424.9144 | fax: 714.940.4920 | 2401 East Katella Avenue, Suite 300, Anaheim, California 92806-5909 | www.willdan.com

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: May 06, 2026

SUBJECT: Extension with Topes Tree Service Inc. for Tree Maintenance Services in Public Right of Way

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

RECOMMENDATION

1. Authorize Fiscal Year 2026/27 extension with Topes Tree Service Inc. to provide Tree Maintenance Services for trees in the public right-of-way and on City-owned properties in an amount not to exceed $250,000.
2. Alternatively, take other action related to this item.

DISCUSSION

The City of Pacific Grove Public Works Department is responsible for maintaining all trees on public land and within the City's right-of-way. To effectively manage this task, including vertical clearance standards for all city roadways, the City has historically utilized a tree service contractor to supplement staff.

The City has used the model of harnessing an on-call tree service contractor agreement to complete essential tree maintenance since 2014.

At the August 7, 2024 meeting, the City Council authorized an agreement with Topes Tree Service Inc. to provide Tree Maintenance Services for trees in the public right-of-way and on City-owned properties in an amount not to exceed $250,000 per fiscal year, with up to four (4) annual, one-year extensions by mutual letter, subject to the Council's approval each year.

This Agenda Report is brought forward to authorize the second of the four (4) annual extensions. In accordance with the agreement, this action must be authorized by the Council each year.

THE IMPORTANCE OF A TREE SERVICE CONTRACTOR

The City's tree service contractor plays an essential role in maintaining the health and safety of Pacific Grove's trees. They perform critical maintenance tasks for all trees within public spaces, City facilities, and the City right-of-way under the guidance and supervision of the City Forester.

Key Responsibilities:

- Pruning & Removal: The contractor performs routine, priority, and emergency pruning and tree removal, including clearing street obstructions.
- Additional Services: Other services may include tree planting, staking, pest control, fertilization, and maintenance or removal of trees as needed.
- Emergency Response: The contractor also supports emergency response efforts, helping to remove or stabilize hazardous trees and ensuring public safety by addressing tree-related hazards promptly.

Having a skilled contractor for tree maintenance helps our Forester and staff manage the demanding task of tree care in accordance with the Pacific Grove Municipal Code Title 12, Trees and the Urban Forest, and the City's Urban Forestry Standards. This partnership ensures our urban forest remains healthy, attractive, and safe.

OPTIONS

1. Authorize the extension
2. Do not authorize the extension. Failure to authorize the extension would result in a lapse of service while staff issued a new RFP. This would likely result in higher service costs, which would equate to the $250,000 not-to-exceed amount covering less work.

FINANCIAL IMPACT:

Sufficient funding has been proposed in the Fiscal Year 2026/27 Public Works Department Operating Budget to accommodate the agreement extension. The Extension will become effective on July 1, 2026.

FOCUSED PRIORITY AREA: Environmental Stewardship

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Lori McDonnell, Councilmember
MEETING DATE: May 06, 2026
SUBJECT: Assembly Bill 2254 / Coastal Monarchs Protection Act
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Submit letter in support of Assembly Bill 2254

DISCUSSION
Assembly Bill 2254 (Addis) would strengthen protections for monarch butterfly overwintering habitat along California's coast.

Western monarch butterflies have experienced dramatic population declines, driven in part by the loss and degradation of overwintering habitat. These coastal groves provide the unique microclimate conditions monarchs need to survive the winter, and once lost, they are difficult—if not impossible—to replace.

AB 2254 offers a practical, locally grounded approach to address this challenge. The bill would:

- Direct the California Department of Fish and Wildlife, in coordination with the California Coastal Commission, to identify monarch overwintering sites and existing local protections;
- Develop model policies to guide habitat protection, restoration, and management; and
- Require local governments with monarch habitat in the coastal zone to incorporate these protections into their Local Coastal Programs during future updates.

Importantly, AB 2254 works within the existing Coastal Act framework and aligns with local planning processes. It provides cities and counties with clear guidance and flexibility, while promoting consistency in how these irreplaceable habitats are identified and protected across jurisdictions.

OPTIONS
Do nothing.
Provide alternate direction.

FINANCIAL IMPACT:
There is no financial impact.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

AB - 2254 - Addis
Bill Text - AB-2254 Coastal resources_ local coastal program_ monarch butterfly habitat.
Letter of support CPG

Date of Hearing: April 14, 2026

ASSEMBLY COMMITTEE ON WATER, PARKS, AND WILDLIFE
Diane Papan, Chair
AB 2254 (Addis) – As Amended April 8, 2026

SUBJECT: Coastal resources: local coastal program: monarch butterfly habitat

SUMMARY: Requires that local agencies include protection policies for monarch butterfly overwintering habitat sites in local coastal programs. Specifically, **this bill**:

1) Requires the Department of Fish and Wildlife (CDFW), in consultation with the California Coastal Commission (Coastal Commission), to identify the monarch butterfly overwintering habitat sites in the coastal zone and identify the habitat management plans or policies that are currently in place by local governments to protect those overwintering habitats by January 1, 2028.

2) Requires CDFW, in consultation with the Coastal Commission, to develop and provide guidance on model policies to be used by a local government for the protection of monarch butterfly overwintering habitat. Model policies can include, but are not limited to, habitat management plans, local coastal program updates, or any other local policy for protecting monarch butterflies.

3) Requires a local government with a monarch butterfly overwintering habitat site located within their coastal zone to include monarch butterfly overwintering habitat site protection policies in the next amendment to their local coastal program.

4) Encourages a local government with a local coastal program that includes monarch butterfly overwintering habitat site protection policies to apply for pollinator rescue grants from the Wildlife Conservation Board.

5) Provides that if the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made (pursuant to Government Code § 17500 *et seq.*).

EXISTING LAW:

1) Defines the coastal zone as the land and water area of the State of California from the Oregon border to the Mexico border, extending seaward to the state's outer limit of jurisdiction, including all offshore islands, and extending inland generally 1,000 yards from the mean high tide line of the sea, as shown on the maps in Section 17 of Chapter 1330 of the Statutes of 1976 [Public Resources Code (PRC) § 30103].

2) Establishes the Coastal Commission and charges it with planning and management of the coastal zone (PRC § 30300 *et seq*.).

3) Requires local governments that are, in whole or in part, within the coastal zone to prepare a local coastal program, subject to certification by the Coastal Commission (PRC § 30500 *et seq.*).

4) Authorizes local governments to amend their local coastal programs, subject to certification by the Coastal Commission (PRC § 30514).

5) Protects environmentally sensitive habitat areas in the coastal zone from any significant disruption of habitat values (PRC § 30240).

6) Authorizes CDFW to take feasible actions to conserve monarch butterflies and the unique habitats they depend upon for successful migration [Fish and Game Code (FGC) § 1021].

FISCAL EFFECT: Unknown. This bill is keyed fiscal.

COMMENTS:

1) **Purpose of this bill.** According to the author, "Monarch butterflies, like many people, travel to California's coast every year to rest and enjoy the mild climate. However, human development has seriously damaged or even removed their fragile overwintering habitats, which they need to survive harsh winter conditions. Loss of these sites, combined with the constant threat of climate change, has led to a 95% decline in the western monarch butterfly population since the 1980s. As a result, this population is at a serious risk of collapse. As stewards of our natural world, we need to ensure that these sites remain safe and available for the monarchs so that they can have a chance at recovering."

2) **Background.** The western monarch butterfly, the population of monarchs found west of the Rocky Mountains, is a migratory butterfly that breeds in the inland West and migrates to the California coast for winter. There has been a long-term decline in western monarch populations, with current population numbers less than 5% of those reported in the 1980s. In a 2020 U.S. Fish and Wildlife Service (USFWS) species status assessment, the western monarch was found to have a probability of extinction of 60–68% by 2030 and 99% by 2080. One recent study suggests that land use change is the dominant driver of monarch decline, exacerbated by climate change.[1]

   Monarch overwintering. Monarch butterflies cannot survive freezing temperatures, so they migrate to warmer areas for the winter. Overwintering monarchs roost in groves of trees and shrubs and remain mostly inactive, consume little food, and enter reproductive diapause, halting their sexual development and not reproducing until spring. The delicate balance of low-energy activity and native plants is important for monarch survival: when faced with nonnative plants, including nonnative milkweed, monarchs can continue to mate and lay eggs through the winter. Winter breeding can cause population loss as massed monarchs overwhelm a small amount of food and is also associated with increased rates of infection with *Ophryocystis elektroscirrha*, a debilitating parasite that can result in large numbers of butterflies failing to complete their migration.

   Protection efforts. In 2020, USFWS announced a 12-month finding on a petition to list the monarch butterfly as threatened under the federal Endangered Species Act (16 United States Code § 1531 *et seq.*), finding that the listing was warranted but precluded by higher priority actions. USFWS issued a proposed rule in 2024 that would list the monarch butterfly as

[1] Elizabeth Crone, *et al.*, "Why are Monarch Butterflies Declining in the West? Understanding the Importance of Multiple Correlated Drivers," *Ecological Applications* 29, no. 7 (2019), https://doi.org/10.1002/eap.1975.

threatened and designate critical habitat for the butterfly; the comment period closed in May 2025. In California, monarch butterflies are listed on CDFW's Terrestrial and Vernal Pool Invertebrates of Conservation Priority List and are identified as a Species of Greatest Conservation Need. The monarch butterfly is not currently listed or a candidate species under the California Endangered Species Act (FGC § 2050 *et seq.*).

Local coastal programs. The Coastal Act sets coastal resources planning and management policies for public access, recreation, marine environment, land resources, development, industrial development, and sea level rise (PRC §§ 30200–30270). The actual implementation of these policies is left to local governments, which must produce local coastal programs that are in compliance with the state's policies (see Existing Law #3). Protection of environmentally sensitive habitat areas is one required component of a compliant local coastal program. Occasionally, the state requires local governments to update their local coastal programs and/or requires the Coastal Commission to provide guidance to address a specific issue—recent examples include accessory dwelling unit permitting (2024) and sea level rise planning (2023).

3) **Arguments in support.** The Xerces Society for Invertebrate Conservation writes for a coalition of conservation groups, "Where millions of butterflies once gathered along the coast each winter, recent monitoring has documented only a small fraction of those historic numbers. . . . [This bill] would take a thoughtful and collaborative approach to this challenge. The bill directs the development of model policies to guide the protection of monarch overwintering habitat and ensures that coastal jurisdictions incorporate those policies into their local coastal programs during future updates. By integrating habitat protection into existing coastal planning processes, the bill provides local governments with tools and guidance to help safeguard these important sites while maintaining flexibility in local implementation."

4) **Arguments in opposition.** The League of California Cities writes for a coalition of local government groups, "[Local coastal programs] are critically important planning tools that serve as long-term land use plans that contain high level policies for how to balance coastal resources, community development, and public access. . . . [local coastal program] updates are a challenging and time intensive process for local governments to gain [Coastal Commission] certification and approval to retain local permitting authority in the coastal zone." Writing about the requirement to engage in updates to local coastal programs without the process involved with species listing under the California Endangered Species Act, the League of California Cities continues, "Without these scientific analyses, mandating local governments to update [local coastal programs] with specific policies is unjustifiable."

5) **Dual referral.** This bill was also referred to the Assembly Natural Resources Committee, where it passed by a vote of 10-3 on April 6, 2026.

6) **Related legislation.** SB 1214 (Ochoa Bogh) of the current legislative session designates the western monarch butterfly as the official State Butterfly. SB 1214 is pending in the Senate Governmental Organization Committee.

SB 1077 (Blakespear), Chapter 454, Statutes of 2024, requires the Coastal Commission to develop and provide guidance for local governments to facilitate the preparation of

amendments to a local coastal program to clarify and simplify the permitting process for accessory dwelling units and junior accessory dwelling units.

SB 867 (Allen), Chapter 83, Statutes of 2024, approved in Proposition 4 (2024), authorizes $870 million for the Wildlife Conservation Board for, among other purposes, monarch butterfly and pollinator rescue.

SB 272 (Laird), Chapter 384, Statutes of 2023, requires the Coastal Commission to establish guidelines for the preparation of a sea level rise plan and requires local governments lying within the coastal zone to adopt a sea level rise plan as part of their local coastal program by January 1, 2034.

AB 2421 (Mark Stone), Chapter 760, Statutes of 2018, establishes the Monarch Butterfly and Pollinator Rescue Program, administered by the Wildlife Conservation Board.

AB 559 (Lopez), Chapter 478, Statutes of 2015, authorizes CDFW to take feasible actions to conserve monarch butterflies and the unique habitats they depend upon for successful migration.

REGISTERED SUPPORT / OPPOSITION:

Support

The Xerces Society for Invertebrate Conservation (sponsor)
American Bird Conservancy
Audubon California
California State Parks Foundation
Center for Biological Diversity
Center for Food Safety
Central Coast State Parks Association
Defenders of Wildlife
Monarch Joint Venture
National Audubon Society
National Wildlife Federation
Natural Resources Defense Council
Pacific Grove Museum of Natural History
Planning and Conservation League
Rainforest Rising, Inc.
River Partners
San Diego Zoo Wildlife Alliance
Santa Barbara Zoo
Social Compassion in Legislation
Valley Eco
Wild Farm Alliance

Oppose unless amended

California State Association of Counties
League of California Cities

Rural County Representatives of California

Opposition

None on file

Analysis Prepared by: Sean Clair / W., P., & W. / (916) 319-2096

AB-2254 Coastal resources: local coastal program: monarch butterfly habitat.

SHARE THIS:

Date Published: 04/08/2026 09:0

REVISED APRIL 15, 2026

AMENDED IN ASSEMBLY APRIL 08, 2026

AMENDED IN ASSEMBLY MARCH 16, 2026

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

ASSEMBLY BILL NO.

Introduced by Assembly Member Addis

(Coauthors: Assembly Members Zbur and Hart)

February 19, 2026

An act to *add Section 1021.5 to the Fish and Game Code, and to* add Section 30505 to the P Resources Code, relating to coastal resources.

LEGISLATIVE COUNSEL'S DIGEST

AB 2254, as amended, Addis. Coastal resources: local coastal program: monarch butterfly habitat.

Existing law establishes the Department of Fish and Wildlife and sets forth the duties of that departme include administering various programs for the protection and conservation of fish and wildlife. Exi authorizes the department to take feasible actions to conserve monarch butterflies and the unique hab depend upon for successful migration.

Existing law, the California Coastal Act of 1976, among other things, establishes the California Commission and provides for planning and regulation of development in the coastal zone, as defined requires the commission to adopt, after public hearing, procedures for the preparation, submission,

appeal, certification, and amendment of a local coastal program, as provided. The act generally requ local government, as specified, to prepare a local coastal program for certification by the commission.

This bill would require, on or before ~~July 1, 2027, the commission~~ *January 1, 2028, the depart coordination with the commission, to identify monarch butterfly overwintering habitat sites in the coa and current local government monarch butterfly overwintering habitat management plans or policies would also require, on or before July 1, 2028, the department, in coordination with the commission,* t and provide guidance on model policies to be used by a local government for the protection of monarch overwintering ~~habitat.~~ *habitat, including habitat restoration and enhancement.* The bill would require ~~after July 1, 2027,~~ *after the above-described guidance on model policies is finalized,* a local governme monarch butterfly overwintering habitat site located within their jurisdiction and the coastal zone, as c at the time of their next amendment to their local coastal program, to include monarch butterfly over habitat site protection policies in their local coastal program. By imposing additional duties or government, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for cert mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill conta mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisi above.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. *Section 1021.5 is added to the Fish and Game Code, to read:*

1021.5*. (a) On or before January 1, 2028, the department, in coordination with the California Commission, shall identify both of the following:*

(1) Monarch butterfly overwintering habitat sites in the coastal zone.

(2) Current local government monarch butterfly overwintering habitat management plans or policies.

(b) On or before July 1, 2028, the department, in coordination with the California Coastal Commiss develop and provide guidance on model policies that can be used by a local government for the pro monarch butterfly overwintering habitat, including habitat restoration and enhancement, to address habitat protection plans in the coastal zone.

(1) Model policies developed pursuant to this subdivision may include, but are not limited to management plans, local coastal program updates, and other local policies for protecting monarch but

(2) The department and the California Coastal Commission, in developing the guidance pursuar subdivision, may use existing data sets produced by local governments, organizations focused conservation of invertebrates and their habitats, and other relevant entities.

(3) (A) The department and the California Coastal Commission shall post the guidance developed pu this subdivision on their internet websites.

(B) The guidance document posted pursuant to subparagraph (A) shall include the information pursuant to subdivision (a).

(c) For purposes of this section, the following definitions apply:

(1) "Coastal zone" has the same meaning as defined in Section 30103 of the Public Resources Code.

(2) "Local coastal program" has the same meaning as defined in Section 30108.6 of the Public R Code.

~~**SECTION 1.**~~***SEC. 2.*** Section 30505 is added to the Public Resources Code, immediately following Sectio to read:

~~30505.(a)On or before July 1, 2027, the commission shall develop and provide guidance on model poli used by a local government, pursuant to subdivision (b), for the protection of monarch butterfly over habitat.~~

~~(b)On and after July 1, 2027,~~

30505. *(a) After the guidance on model policies developed pursuant to Section 1021.5 of the Fish and Ga is finalized,* a local government with a monarch butterfly overwintering habitat site located wit jurisdiction and the coastal zone, as ~~described in subdivision (c),~~ *identified pursuant to subdivision (a) o 1021.5 of the Fish and Game Code,* upon the next amendment to their local coastal program, sha monarch butterfly overwintering habitat site protection ~~policies, as developed pursuant to subdivi~~ *policies.*

(b) A local government shall be encouraged to apply for grants administered pursuant to the Monarch and Pollinator Rescue Program established by Section 1374 of the Fish and Game Code if the local gove local coastal program includes monarch butterfly overwintering habitat site protection policies that are c with subdivision (a) and with the guidelines developed pursuant to subdivision (e) of Section 1374 o and Game Code.

~~(c)For purposes of this section, the location of a monarch butterfly overwintering habitat site shall be de using the "Monarch Overwintering Areas, Areas of Conservation Emphasis" dataset establishe Department of Fish and Wildlife.~~

~~**SEC. 2.**~~***SEC. 3.*** If the Commission on State Mandates determines that this act contains costs mandat state, reimbursement to local agencies and school districts for those costs shall be made pursuant (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

REVISIONS:
Heading—Line 2.

Letter of Support from the City of Pacific Grove for AB2254
To Protect Monarch Butterfly Overwintering Habitat

On behalf of the City of Pacific Grove, I am writing to express our strong support for Assembly Bill 2254 (Addis), which would strengthen protections for monarch butterfly overwintering habitat along California's coast.

Our community is home to monarch butterfly overwintering habitat at the Monarch Sanctuary, where these remarkable insects depend on specific coastal conditions to survive the winter. We have seen firsthand the importance of these sites—not only for monarch conservation, but also for community identity, education, and coastal stewardship.

Western monarch populations have declined dramatically, and the loss or degradation of overwintering habitat remains a key factor. Protecting these sites is critical, particularly because the precise conditions monarchs require are not fully understood and cannot easily be recreated once lost.

AB 2254 provides a practical and collaborative path forward. By directing the development of model policies and integrating them into Local Coastal Programs during future updates, the bill will help local governments like ours better protect monarch habitat while working within existing planning frameworks.

For communities with known overwintering sites, this guidance is especially valuable. It will support more consistent, science-informed management and help ensure these irreplaceable habitats are preserved for future generations.

The City of Pacific Grove is committed to protecting our local monarch habitat and respectfully urges your support for AB 2254.

Sincerely,
[Name]
[Title, e.g., Mayor / Councilmember]
City of Pacific Grove

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk/DEI Coordinator

MEETING DATE: May 06, 2026

SUBJECT: Task Force on Diversity, Equity and Inclusion Meeting Minutes: 1/12, 2/9, and 3/9/2026

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

RECOMMENDATION

Receive the minutes.

Attachments

Combined Minutes

MEETING MINUTES

CITY OF PACIFIC GROVE

TASK FORCE ON DIVERSITY, EQUITY, AND INCLUSION

REGULAR MEETING
Monday, January 12, 2026, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

1. CALL TO ORDER / ROLL CALL
Chair Bui called the meeting to order at 6:01 p.m. Management Analyst Arriola conducted roll call with the following Task Force members present in person: Chair Bui, Secretary Pye, and Members Doneux and Rubin. Absent: Vice-Chair Fryberger.

2. APPROVAL OF AGENDA
Action: Upon motion by Chair Bui and seconded by Member Rubin, the Task Force voted 4-0-1, Vice-Chair Fryberger absent, to approve the agenda.

3. PRESENTATIONS
None.

4. TASK FORCE AND STAFF ANNOUNCEMENTS (City-Related Items Only)
None.

5. COUNCIL LIAISON ANNOUNCEMENTS
Council member Poduri gave announcement remotely.

6. GENERAL PUBLIC COMMENT
General public comment received from Beth Walker.

7. CONSENT AGENDA

8. REGULAR AGENDA
A. Task Force Work Plan Review.
No public comment received.

Action: The Task Force reviewed the 2024-2025 Work Plan.

9.* NEXT MEETING: *February 9, 2026 at 6:00 PM

10. ADJOURNMENT
The regular meeting was adjourned at 6:30 p.m.

Respectfully submitted,

Kimberly Pye
Secretary

Approved by Chair:_____Date_____

MEETING MINUTES

CITY OF PACIFIC GROVE

TASK FORCE ON DIVERSITY, EQUITY, AND INCLUSION

REGULAR MEETING

Monday, February 9, 2026, 6:00 P.M.

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

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

1. **CALL TO ORDER / ROLL CALL**
Chair Bui called the meeting to order at 6:00 p.m. City Clerk/DEI Coordinator Kandell conducted roll call with the following Task Force members present in person: Chair Bui, Secretary Pye, and Members Doneux and Rubin. Absent: Member Fisher.

2.

A. Election of Officers
No public comment received.

Action: Member Doneux nominated Kim Bui as Chair. With no second to the nomination required, the Task Force voted 4-0-1, Member Fisher absent, to confirm Kim Bui as Chair.

Action: Member Rubin nominated Bruce Doneux as Vice Chair. With no second to the nomination required, the Task Force voted 4-0-1, Member Fisher absent, to confirm Bruce Doneux as Vice Chair.

Action: Member Doneux nominated Kimberly Pye as Secretary. With no second to the nomination required, the Task Force voted 4-0-1, Member Fisher absent, to confirm Kimberly Pye as Secretary.

B. Approval of the Agenda
Action: Chair Bui continued Regular Agenda item 8A to a date uncertain.
Action: Upon motion by Chair Bui and seconded by Secretary Pye, the Task Force voted 4-0-1, Member Fisher absent, to approve the agenda, as modified.

3. **PRESENTATIONS**

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

5. **COUNCIL LIAISON ANNOUNCEMENTS**

6. **GENERAL PUBLIC COMMENT**
General public comment received from Beth Walker.

7. **CONSENT AGENDA**
Upon motion by Vice-Chair Doneux and seconded by Member Rubin, the Task Force voted 4-0-1, Member Fisher absent, to approve the Consent Agenda.

A. Minutes of the December 8, 2025 Task Force on Diversity, Equity and Inclusion Meeting
Action: Approved the minutes.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

8. **REGULAR AGENDA**

A. Task Force Purpose, Powers, and Duties ***This item was continued to a date uncertain.***
Reference: Chair Kim Bui
Recommended Action: That the Task Force review the Task Force Purpose, Powers and Duties.

B. Appointment of Work Plan Subcommittees
No public comment received.

Recommended Action: Upon motion by Member Rubin and seconded by Vice-Chair Doneux, the Task force voted 4-0-1 to appoint Diversity, Equity and Inclusion (DEI) Work Plan Subcommittees as follows:

- Metrics and Outreach Subcommittee comprised of Member Doneux and Member Rubin
- Land and Ancestral Peoples Acknowledgement Subcommittee comprised of Chair Bui and Secretary Pye

9. **NEXT MEETING -** *March 9, 2026 at 6:00 PM*

10. **ADJOURNMENT**
The regular meeting was adjourned at 6:20 p.m.

Respectfully submitted,

Kimberly Pye
Secretary

Approved by Chair:_____Date_____

MEETING MINUTES

CITY OF PACIFIC GROVE
TASK FORCE ON DIVERSITY, EQUITY, AND INCLUSION

SPECIAL STUDY SESSION
Monday, March 9, 2026, 6:00 P.M.
Council Chamber – City Hall – 300 Forest Avenue, Pacific Grove, CA

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

1. **CALL TO ORDER / ROLL CALL**
Chair Bui called the meeting to order at 6:01 p.m. City Clerk/DEI Coordinator Kandell conducted roll call with the following Task Force members present in person: Chair Bui, Vice-Chair Doneux, Secretary Pye, and Member Rubin. Absent: Member Fisher.

2. **APPROVAL OF AGENDA**
Action: Upon motion by Chair Bui and seconded by Vice-Chair Doneux, the Task Force voted 4-0-1, Member Fisher absent, to approve the agenda.

3. **PRESENTATIONS**

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

5. **COUNCIL LIAISON ANNOUNCEMENTS**

6. **GENERAL PUBLIC COMMENT**
No general public comment received.

A. Written General Public Comment

7. **CONSENT AGENDA**

Action: The Task Force took a 10-minute break to await Council Liaison Councilmember Poduri and Member Fisher.

8. **SPECIAL STUDY SESSION AGENDA**
A. Task Force Work Plan Study Session
No public comment received.

Action: The Task Force conducted a Work Plan Study Session.

9. **NEXT MEETING -** ***April 13, 2026 at 6:00 p.m.***

10. **ADJOURNMENT**
The regular meeting was adjourned at 7:32 p.m.

Respectfully submitted,

Kimberly Pye
Secretary

Approved by Chair:_____Date_____

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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Joseph Sidor, Contract Planner

MEETING DATE: May 06, 2026

SUBJECT: Consider an Appeal of the Planning Commission's approval of Coastal Development Permit 26-0011, Crespi Pond Vegetation Management Project (portion of APN 007-011-006) and Adoption of an Initial Study/Mitigated Negative Declaration.

CEQA: Initial Study, Mitigated Negative Declaration

RECOMMENDATION

Staff recommends the City Council deny the appeal, adopt the Initial Study/Mitigated Negative Declaration pursuant to CEQA Guidelines Section 15074, approve a 5-Year Coastal Development Permit (CDP 26-0011) subject to the findings and conditions of approval, and adopt the associated Mitigation Monitoring and Reporting Plan.

DISCUSSION

Project Description

The proposed project consists of removing emergent vegetation to enhance wildlife habitat at Crespi Pond. Emergent vegetation would be removed around the pond's perimeter and within a central portion of the pond to maintain approximately 70 percent open water habitat and 30 percent emergent vegetation. Approximately 0.78 acres of emergent vegetation in the pond is proposed for removal and would consist primarily of California tule with a lesser component of narrow-leaved cattail.

The work will be performed using barge-mounted excavation equipment. The barge would be launched from the northern bank of the pond into the remaining area of open water. The emergent vegetation will be removed down to the root mass using a hydraulic arm and clam bucket attachment mounted on the deck of the barge. The removed vegetation will be hauled off-site for proper disposal as green waste.

After the initial maintenance, vegetation removal would occur no more than once every two years to maintain 70 percent open water habitat and 30 percent emergent vegetation.

Summary of Appeal

On March 12, 2026, the Planning Commission considered the Initial Study and Mitigated Negative Declaration (IS/MND), and voted 6 – 0 – 1 (6 yes, 0 no, and 1 absent) to adopt the IS/MND, approve the project (CDP 26-0011) as proposed, and adopt the Mitigation Monitoring and Reporting Plan (MMRP).

Based on the IS/MND analysis, potential project impacts would either be avoided (i.e., no impact or less

than significant) or minimized (i.e., less than significant with the incorporation of mitigation measures). The Planning Commission found that the project, as proposed, would be consistent with the Local Coastal Program (LCP) and would not adversely affect or impact public views, coastal access, biological resources, cultural resources, or other coastal resources.

On March 20, 2026, the appellant submitted a timely appeal (attached) of the Planning Commission's decision to adopt the IS/MND, approve the project (CDP 26-0011), and adopt the MMRP. The appeal raises four general points related to work time limits that could be imposed by a state agency, biological monitoring, listing of a Responsible Agency, and identification of requirements that may be imposed by other agencies. See the attached appeal form for the full text of the appeal.

City staff reviewed the points raised in the appeal, as summarized below, and responds as follows:

- The appellant states that the project fails to incorporate California Water Board time limits (September 1 - 30). The City has initiated an application for regulatory review of the project by the Central Coast Regional Water Quality Control Board (Central Coast RWQCB). This review is pending submittal of additional documentation from the City, including the Coastal Development Permit (CDP) and the CEQA Notice of Determination, which would be filed after the City approves the project. The City would be required to implement any restrictions imposed by the Central Coast RWQCB upon completion of the pending regulatory review. Via this CDP, the City would fulfill its responsibility to ensure consistency with the certified LCP, which is generally the first of several steps in the regulatory entitlement process for this type of project. Additionally, Mitigation Measure BIO-3B requires the avoidance of discharge of suspended sediment to the beach or Monterey Bay. Prior to initiating project removal activities, the water level in relation to the overflow culvert will be assessed to determine whether Mitigation Measure BIO-3B will need to be implemented to prevent discharge of suspended sediment. Therefore, per Mitigation Measure BIO-3B, the City would avoid discharge of suspended sediment.

- The appellant states the project fails to require a certified biologist to directly observe and monitor the work during vegetation removal activities. The IS/MND identified potential impacts to nesting birds and sensitive habitat, and included mitigation measures from a qualified biologist to reduce the potential impacts to less than significant. No other potential significant impacts requiring mitigation were identified. Mitigation Measure BIO-1 requires vegetation removal activities to occur outside of the nesting season to avoid potential impacts to nesting bird species. Mitigation Measure BIO-2 requires daily biological pre-construction surveys prior to initiation of project activities, and a biologist would conduct spot checks and weekly visits to ensure compliance. Mitigation Measure BIO-3A limits future vegetation removal to no more than once every two years and no more than 50 percent of the emergent vegetation present at that time to minimize the loss of wetland function and habitat value. Mitigation Measure BIO-3B requires the avoidance of discharge of suspended sediment to the beach or Monterey Bay. Mitigation Measure BIO-3C requires hazardous materials to be stored away from aquatic resources. The mitigation measures identified in the IS/MND have been deemed sufficient by a qualified biologist and the City for either avoiding impacts or reducing impacts to a less-than-significant level; therefore, the City is not exploring additional mitigation beyond what is required to reduce impacts to a less-than-significant level, in compliance with CEQA.

- The appellant states that the IS/MND submitted to the California State Clearinghouse failed to include the California Coastal Commission (CCC) as a "Responsible Agency" as that term is used in CEQA. As responded to in the Final IS/MND (Page 10, Response E-1),

CEQA does not require that the Draft IS/MND list responsible agencies. The proposed project is located within the jurisdiction of the City's certified LCP and within the CCC's appeal jurisdiction. However, the project site is not within the CCC's original permit jurisdiction or in an Area of Deferred Certification, which includes areas subject to CCC original permit jurisdiction. The appellant has conflated the two concepts of a CEQA Responsible Agency and permit appeal jurisdiction. As such, the City of Pacific Grove, not the CCC, is responsible for reviewing the project for consistency with the certified LCP as part of the CDP review and decision-making process and is responsible for approving the CDP for the proposed project. Therefore, the CCC is not identified, nor would the CCC be identified in this case, as a Responsible Agency for the proposed project.

- The appellant states that the California Department of Fish and Wildlife (CDFW) and California Water Board need to permit the project and that the City did not disclose or include those agency's requirements. The appellant further states that the Planning Commission public hearing for the project did not incorporate relevant information regarding the restoration and maintenance of Crespi Pond, including information required pursuant to the terms and conditions outlined in the United States Coast Guard Grant Deed to the City of Pacific Grove. As noted above, the City has initiated an application for regulatory review of the project by the Central Coast RWQCB. Additionally, the City has initiated an application for CDFW regulatory review of the project. These pending reviews will be completed after the City completes the CDP entitlement process, and the City would be required to implement any restrictions imposed by the Central Coast RWQCB and CDFW. Regarding the timing of proposed project activities, see staff's appeal response 1 above. The Planning Commission public hearing for the project held on March 12, 2026, incorporated relevant information regarding the restoration and maintenance of Crespi Pond, including the information required pursuant to the terms and conditions outlined in the federal transfer of the property to the City of Pacific Grove. As described in the Final IS/MND (Pages 10 - 12, Response E-2), the information is provided and the proposed project complies with the applicable federal requirements. Furthermore, a U.S. Army Corps of Engineers (Corps) permit is not required for the proposed project. Email correspondence from the Corps dated May 19, 2025, stated that "although regulated activities within Crespi Pond and adjacent wetlands would generally require a Corps permit, the vegetation removal project as currently proposed does not appear to involve a fill discharge and, therefore, would not require a Corps permit."

In summary, the appeal makes statements that are either not applicable or relevant to the City's review, or not supported by the evidence (including the IS/MND analysis). Based on the information in the record, the appeal lacks substantive merit, and the project record sufficiently analyzes and mitigates the potential impacts of the proposed project.

Additional Staff Response to the Appeal

Pacific Grove Municipal Code (PGMC) Chapter 23.74, Appeals and Call-Ups, identifies the requirements and grounds on which an appeal of a land use decision may be filed. Specifically, PGMC subsection 23.74.030(b), Timing and Form of Appeal, provides that "All appeals shall be submitted in writing on a city application and shall specifically state the pertinent facts of the case and the basis for the appeal." In this case, the appellant fails to meet the requirements of subsection 23.74.030(b) as the appeal generally asserts that there were deficiencies in the information presented to the Planning Commission but fails to identify any particular defects or provide evidence to substantiate its claim or to guide the City Council in evaluating the basis of the appeal.

Without specific contentions or evidence, the appeal should be denied due to the appellant's failure to exhaust his administrative remedies. An individual or organization does not exhaust administrative

remedies if they fail to provide facts supporting their contentions. The exhaustion of administrative remedies doctrine requires that parties engage fully with the administrative process, including presenting specific facts and arguments to support their claims. This principle is grounded in the purpose of the exhaustion requirement, which includes allowing administrative agencies to apply their expertise, develop a factual record, and address disputes efficiently before judicial intervention. The appellant's appeal is insufficient and does not provide a clear contention on which the City or the applicant can respond without speculation or relying on evidence outside of the record. Rather, City staff affirms that the information presented on the public record, during the application process, the California Environmental Quality Act process (Draft IS/MND and Final IS/MND), as well as the March 12, 2026, Planning Commission staff report and public hearing, was not erroneous in nature, and was not misleading to the public or decision-makers.

Project Location and Site Description
Crespi Pond is an approximately 1.63 acre area of wetland located immediately adjacent to Ocean View Boulevard, within the Point Pinos Lighthouse Reservation at the northern point of the Municipal golf course between the 16th and 17th holes.

The proposed project is located in the Coastal Zone, within an Archaeologically Sensitive Area, within an Environmentally Sensitive Habitat Area (ESHA; per LUP Figure 5), and within the City's Area of Special Biological Significance (ASBS). A Phase I Archaeological and Cultural Resources Assessment Report was prepared by Albion in November 2024, and a Biological Resources Assessment Report was prepared by Denise Duffy & Associates, Inc. in February 2024.

Surrounding Land Uses
Land uses surrounding the site include the municipal golf course, Ocean View Boulevard, Recreational Trail to the north, and residential development to the east. The project site consists of Crespi Pond, which includes open water and emergent wetland habitat immediately surrounded by golf course turf.

Crespi Pond Maintenance Permitting Background
According to Coastal Commission records (Coastal Development Permit Application W8c, September 10, 2003), the Golf Course had obtained Coastal Development Permit Waivers from the Coastal Commission each time vegetation maintenance was required at Crespi Pond (generally every other year). Due to the ongoing need to maintain an optimum level of open water and vegetated habitat, the Golf Course Superintendent at the time requested a long-term maintenance permit to conduct the work. At the January 14, 2004, Coastal Commission Hearing, the Commission granted the Crespi Pond 5-Year Long-Term Maintenance Permit (#3-03-083 (attached)). In May 2014, the City requested another five-year permit from the Coastal Commission for "vegetation removal and maintenance ...to maintain a balance of 70% open water and 30% vegetation coverage and to reduce eutrophication in the pond." At the June 11, 2014, Coastal Commission Hearing, Waiver 3-14-0375-W (attached) was granted for five-years for annual maintenance of Crespi Pond including up to 200 cubic yards of aquatic vegetation removal at the municipal golf course. The notice of permit waiver concluded that "… the proposed project will enhance the biological productivity of Crespi Pond and will not otherwise have any adverse impact on coastal resources or public access to the shoreline."

Applicable General Plan Policies
The Pacific Grove General Plan is the principal policy document for guiding future conservation and development of the city. The Natural Resources element of the General Plan combines the requirements of the State-mandated conservation and open space elements, which are intended to cover the protection and preservation of the city's waters, forests, soils, wildlife, and other natural and open space resources.

The proposed project is consistent with applicable General Plan goals and policies, including the

following:

Chapter 6: Natural Resources

- Goal 1 — Comprehensively manage Pacific Grove's vegetation and wildlife habitat.
  - Policy 2 Develop a vegetation and wildlife habitat management program.

- Goal 4 — Protect Pacific Grove's water and marine resources.
- Goal 5 — Protect Pacific Grove's biological resources.

Applicable Land Use Plan Policies

The Pacific Grove Land Use Plan (LUP), also provides a framework for public infrastructure within the City's Coastal Zone. The subject site is designated Open Space (OS) in the adopted and certified City of Pacific Grove Coastal Land Use Plan (LUP Figure 6). The LUP describes Crespi pond as "a small but valuable wetland which has gone dry during periods of drought, is located on Ocean View Boulevard between Point Pinos and the western end of Asilomar Avenue. Crespi Pond provides a stopping place for migrating bird species, including terns, gulls, many species of ducks, and Canada geese; and hundreds of different birds continue to be sighted. It is a site for ornithological studies, and is of interest to the scientific community."

The proposed project is consistent with applicable LUP policies, including the following:

MAR-2 — Wetlands, including Crespi Pond and the Majella Slough riparian area shall be considered Environmentally Sensitive Habitat Areas, and governed by Coastal Act policies 30233, and 30240. No alteration of freshwater wetlands (including Crespi Pond and Majella Slough) shall be allowed, except for maintenance dredging and similar activities essential for restoration and/or enhancement of natural habitats, as well as other uses and development specified in the Biological Resources and Environmentally Sensitive Habitat Areas chapter of this Land Use Plan, and only where there is no feasible less environmentally damaging alternative and where feasible mitigation measures have been provided to minimize adverse environmental effects.

MAR-6 - The biological productivity and the quality of coastal waters, streams, wetlands, estuaries, and lakes appropriate to maintain optimum populations of marine organisms and for the protection of human health shall be maintained and, where feasible, restored through, among other means, minimizing adverse effects of waste water discharges and entrainment, controlling runoff, preventing depletion of groundwater supplies and substantial interference with surface water flow, encouraging waste water reclamation, maintaining natural vegetation buffer areas that protection riparian habitats, and minimizing alteration of natural streams.

BIO-2 — Development in Environmentally Sensitive Habitat Areas, as defined in BIO-1 and Coastal Act §30107.5, shall be limited to uses dependent on the resource (e.g., habitat restoration, scientific research, and low-intensity public access and recreation), and shall be sited and designed to protect against significant disruption of habitat values including to rare and endangered species. Other stabilizing native dune plants shall also be protected, relocated, or replanted with similar native plants. The City will determine and designate other areas in the Coastal Zone which have high biological sensitivity and establish appropriate protections for those areas.

BIO-3 — Applications for development within and near Environmentally Sensitive Habitat Areas, including wetlands and streams, shall be accompanied by a habitat assessment prepared by a qualified biological and a botanical survey by a qualified expert prepared at the owner’s expense, prior to consideration of a project within the City. The habitat assessment and botanical survey shall, at a minimum, identify and confirm the extent of the Environmentally Sensitive Habitat Area, document any

site constraints and the presence of sensitive species, recommend buffers and development setbacks and standards to protect the Environmentally Sensitive Habitat Area, recommend mitigation measures to address any allowable impacts, and include any other information and analyses necessary to understand potential Environmentally Sensitive Habitat Area impacts as well as measures necessary to protect the Environmentally Sensitive Habitat Area resource as required by the Local Coastal Program.

BIO-4 — Preserve and maintain wetlands in the Coastal Zone as productive wildlife habitats and protect wetlands against significant disruption of habitat values.

CRS-1 The City will conduct consultations with any federally-recognized California tribal government listed on the most recent notice of the United States Federal Register and any non-federally recognized California tribe listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission that identifies as native to the Monterey Peninsula, including the Ohlone Costanoan Esselen Nation, in accordance with state law.

CRS-2 The City will ensure the protection, preservation, and proper disposition of archaeological resources within the Coastal Zone by assessing the potential impact of proposed development and ensuring, to the maximum extent feasible, that tribal concerns are considered before actions on proposed development are taken and that such impacts are avoided, minimized, or mitigated in conformity with the Coastal Act and other applicable legal requirements.

CRS-3 The City will assist developers and landowners by providing early identification of sensitive sites so that archaeological resources can be considered and protected during the early phases of project design. The City shall require new development to prepare an archaeological report by a qualified professional and, where appropriate, shall require mitigation measures to adequately protect and preserve potential archeological resources.

Applicable Zoning Code Regulations
As proposed, the project complies with the applicable zoning regulations and development standards set forth in Pacific Grove Municipal Code (PGMC) Chapters 23.42 (O) and 23.90 (Coastal Implementation Plan or IP).

Coastal Development Permit (CDP)
An application was filed with the Community Development Department (CDD) on January 13, 2026, and the application submittal is consistent with PGMC Section 23.90.060. Findings and related conditions of approval are included in the draft resolution (attached). Pursuant to PGMC Sections 23.90.050, CDP Determinations, and 23.90.040, CDP exemptions, CDD staff determined that the proposed Crespi Pond Vegetation Management project would require a CDP.

Coastal Hazards
Per PGMC Section 23.90.140, Coastal Hazards, CDD staff reviewed LUP Figure 3 (Coastal Hazards and Areas of Potential Sea Level Rise), aerial and topographic imagery, application materials, and conducted a site visit on March 2, 2026. This review determined the project would not be subject to coastal hazards over the expected lifetime of the development as no structural development is proposed. In this case, submittal of a Coastal Hazards Report is not warranted.

Water Quality
Per PGMC Section 23.90.150, Water Quality and Marine Resources, staff reviewed the Initial Study prepared by Denise Duffy & Associates, Inc. in October 2025, that suggests the removal of emergent wetland vegetation within the pond using barge-mounted equipment would temporarily increase the turbidity in the pond elevating the risk of sediments entering the Monterey Bay. Condition No. 8,

Avoidance and Minimization Measures, as recommended by the Biological Resources Report (Denise Duffy & Associates, Inc., Feb. 2024), has been included to address this potential impact. Project activities shall be conducted when the water level in Crespi Pond is below the elevation of the overflow culvert to ensure that no water or suspended sediment is discharged to the adjacent beach or Monterey Bay. Also, equipment, fuels, lubricants, and solvents shall be stored in a designated staging area at least 100 feet from aquatic resources.

Scenic Resources

Per PGMC Section 23.90.160, Scenic Resources, CDD staff reviewed LUP Figure 4 (Scenic Areas), aerial and street view imagery, and conducted a site visit on March 2, 2026. This review determined the proposed project, due to the short maintenance duration and no structural development, would not adversely impact public views. Additionally, the location of the subject project site is landward of Ocean View Boulevard and would not adversely impact public views seaward of Ocean View Boulevard, the Recreational Trail, or along the shoreline.

Biological Resources and Restoration

Per PGMC section 23.90.170, Biological Resources, CDD staff reviewed LUP Figure 5, Land Habitat Sensitivity Map, aerial imagery, and conducted a site inspection on March 2, 2026. Additionally, a Biological Resources Report prepared by Denise Duffy and Associates, Inc. in February 2024 was provided and attached as Appendix A of the Initial Study. The report concluded, "… the project has the potential to impact nesting raptors and other nesting avian species and could potentially impact wintering tricolored blackbirds. The project will also temporarily impact sensitive habitats, including a sensitive natural community and ESHA associated with wetlands and the open waters of Crespi Pond." Condition No. 8, *Avoidance and Minimization Measures*, as recommended by the Biological Resources Report (Denise Duffy & Associates, Inc., Feb. 2024), has been included to address and minimize these potential impacts. Furthermore, no project work would occur seaward of Ocean View Boulevard and the Recreational Trail, and the contractor would be required to use best management practices to protect the area surrounding the subject project site.

Condition No. 8 implements Mitigation Measures BIO-1 through BIO-3C, which require the following:

- Prohibits vegetation removal during the breeding and nesting season.

- Scheduling of project maintenance activities between September 1 and February 1.
- Pre-construction surveys for tricolored blackbirds each morning of project maintenance activities by a qualified biologist or designated monitor prior to initiation of project activities. If identified, project activities will not be allowed to proceed.

Subsequent to the initial maintenance for vegetation removal, vegetation removal will occur no more than once every two years.

- Project activities shall be conducted when the water level in Crespi Pond is below the elevation of the overflow culvert to ensure that no water or suspended sediment is discharged to the adjacent beach or Monterey Bay.

- Equipment, fuels, lubricants, and solvents shall be stored in a designated staging area at least 100 feet from aquatic resources.

Cultural Resources

Archeological Resources

Per PGMC Section 23.90.200, Cultural Resources, the proposed project involves dredging in an archaeologically sensitive area; therefore, an archaeological report was prepared by a qualified archaeologist (Albion, 2024). The report concluded that because the project site was previously

disturbed in association with the existing and past golf course operations and maintenance activities, it is unlikely that intact archaeological deposits currently exist at the proposed project site. Similarly, no human remains are known to be on the project site. However, due to the sensitivity of the area and the potential for inadvertent discovery of cultural resources, Condition Nos. 5, 6, and 7 have been included to require tribal monitoring and inadvertent discovery procedures throughout the course of the project.

Historic Resources

Per PGMC section 23.90.200, Cultural Resources, the proposed project does not involve structural development or permanent changes to a setting or location; therefore, an historic report is not warranted.

California Environmental Quality Act

In reviewing this action, the City has followed the CEQA statute adopted by the State of California as published in the California Public Resources Code, Division 13, §21000, et seq., and the California Code of Regulations, Title 14, §15000, et seq. (i.e., CEQA Guidelines). Pursuant to Public Resources Code Section 21083 and California Environmental Quality Act (CEQA) Guidelines Sections 15063(a) and 15063(b)(2), the City of Pacific Grove Public Works Department (PW), as Lead Agency, completed an environmental review to determine if the project may have a significant effect on the environment.

The City prepared a draft initial study and mitigated negative declaration (IS/MND) for this project (attached). The IS/MND was circulated for public review and comment from November 3, 2025, through December 3, 2025 (State Clearinghouse Number 2025110213). Public comment was received (six comment letters) and revisions were made to the draft Initial Study to correct an error in the acreage of vegetation to be removed from 0.55 acres to 0.78 acres to achieve the target habitat ratio of 30% emergent vegetation and 70% open water.

The environmental analysis found that biological resources and water quality during construction activities would have a less than significant impact with mitigation incorporated, while all other environmental analysis topics would have a less than significant impact. A Mitigation Monitoring and Reporting Plan has been prepared and incorporated as a CEQA required component of the Mitigated Negative Declaration process.

The Draft IS/MND and the Final IS/MND together constitute the environmental record for the Crespi Pond Vegetation Management Project. The Final IS/MND consists of an introduction, comment letters received during the 30-day public review period, responses to comments, and revisions to the Draft IS/MND if deemed applicable (i.e., the revisions to the Draft IS/MND are contained in the Final IS/MND as per common practice).

Noticing

City staff completed the required noticing pursuant to PGMC sections 23.86.040 and 23.90.070, as follows:

1. Mailing. On April 22, 2026, Notices of Public Hearing were mailed to properties within a 100-foot radius of the subject property, the Appellant, and other interested parties.
2. Posting. On April 22, 2026, a Notice of Public Hearing was posted on the site's street frontage in a location that may be viewed from the street on Ocean View Boulevard.
3. Publication. Not required.

Story Poles and Netting

The proposed project involves the removal of vegetation from Crespi Pond and does not include any structural development. Therefore, in this case, installation of story poles and netting is not required nor warranted.

OPTIONS

1. Concur with staff's recommendation;
2. Decline to concur with staff's recommendation;
3. Refer the project to the applicant and continue the item to a specific regular meeting of the City Council to allow the applicant an opportunity to address questions raised by the Council; or
4. Discuss and take other action related to this item.

FINANCIAL IMPACT:

Funds to support the Crespi Pond Vegetation Management program have been allocated by the City Council.

There are no fees charged to file an appeal of the Planning Commission's decision to approve a Coastal Development Permit (CDP). However, the processing of a CDP appeal does result in an unfunded financial impact on the City. Staff estimates it has expended approximately 24 hours on the processing of this appeal (not including public hearing time before the City Council). At the fully burdened staff rate of $215 per hour, the City has incurred an approximate cost of $5,160.00 to date in the processing of this unsubstantiated appeal.

FOCUSED PRIORITY AREA: Environmental Stewardship

Attachments

Appeal
CDD Application
CDP Application
Draft City Council Resolution
Final IS/MND
Draft IS/MND w/Appendices
Mitigation Monitoring & Reporting Plan
Dewatering, Staging, BMP Site Plan
Scope of Work
Combined Coastal Commission Documents
Planning Commission CDP 26-0011
Planning Commission Written Public Comment

CITY OF PACIFIC GROVE

Community Development Department – Planning Division

300 Forest Avenue, Pacific Grove, CA 93950
T :: 831.648.3190 • F :: 831.648.3184 • www.ci.pg.ca.us/cdd

Appeal Form

Appeal #: _____
Date: _____
Received By: _____
Total Fee: _____

RECEIVED
CITY MANAGER'S OFFICE
2026 MAR 23 A 10:47
CITY OF PACIFIC GROVE

Project Information

Project Address: Crespi Pond, Lighthouse Reservation, Point Pinos — APN: 007011006000
☐ On HRI / ■ Not on HRI
Application & No.: CDP No. 26-0011
Applicant Name: Dan Gh9 — Phone #: (831) 848-5722
Mailing Address: 2100 Suset Avenue, Pacific Grove, CA 93950
Email Address: dgho@cityofpacificgrove.org
Owner Name: City of Pacific Grove — Phone #: (831) 848-5722
Mailing Address: 300 Forest Avenue, Pacific Grove, CA 93950
Email Address: dgho@cityofpacificgrove.org

Action[1]

☐ ARB: Architectural Review Board
☐ CDD: Planning Staff
☐ HRC: Historic Resources Committee
■ PC: Planning Commission
☐ NRC: Natural Resources Committee
☐ SPRC: Site Plan Review Committee
☐ ZA: Zoning Administrator

Date of Action: March 12, 2026
Action Taken: Certied fFnal IS/MND and Approved CDP No. 26-0011

Appeal Information

Appellant Name: Anthony A. Ciani — Phone #: (858) 454-7141
Mailing Address: 220 Walnut Street, Pacific Grove, CA 93950
Email Address: aciani@cianiarchitecture.com
Appeal Deadline: 5:00 p.m. on March /23 /2026
Grounds for Appeal: 1) Failure to incorporate Califonria Water Board time limits (September 1-30).
2) Failure to require a certified biologist to directly observe and monitor the work during the work.
See Attached
If necessary, use additional pages.

Fees

Discretionary Fees[2]	$
Appeal Fee = 25% of discretionary fees	$
Cost of publication of legal notice[3]	$
Photocopies_____copies @ 10¢ each	$
Postage[4]_____stamps @ 45¢ each	$
Other	$
Total Appeal Fee	

Anthony A. Ciani
Appellant Signature

March 20, 2026
Date

[1] See Table 23.70.012-1 in the Pacific Grove Zoning Code, which identifies roles of review authorities as they relate to appeals.
[2] Whatever fee was collected by the city for the application for use permit, architectural approval, variance, etc., or combination of more than one fee if more than one decision is being appealed.
[3] Currently averaging $250-300.
[4] Typically the number of address labels for parcels (or portions thereof) found within a 300 ft radius of the subject parcel (350 ft radius for homes in the Asilomar Dunes area) is approximately 120. Mailing is sent to owners and occupants (including most individual apartments) of properties.

Anthony A. Ciani, 220 Walnut Street, Pacific Grove, California 93950

March 20, 2026

RECEIVED
CITY MANAGER'S OFFICE
2026 MAR 23 A 10:47
CITY OF PACIFIC GROVE

City Clerk
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
(Via email: cityclerk@cityofpacificgrove.org)

RE: APPEAL OF Certified Final IS/MND and Approved CDP No. 26-0011
Grounds for Appeal Continued

Dear City Clerk,

In addition to the grounds for the appeal on the Appeal Form, please add:

3) The IS/MND submitted to the California State Clearing House failed to include the California Coastal Commission (CCC) as a "Responsible Agency" as that term is used in CEQA. The project is located in the Coastal Commission's Appeal Jurisdiction and has Final Approval of the CDP upon appeal. The Coastal Commission's actions to approve past Coastal Development Permits at Crespi Pond provide the CCC with pertinent knowledge and experience that give it standing in this case and should have been included as a Responsible Agency to comment on the IS/MND.

4) The California Department of Fish and Wildlife and California Water Board need to permit the Project. The Applicant and Planning Department did not disclose or include those Agency's requirements for the work. The public hearing did not incorporate ALL of the relevant information regarding the restoration and maintenance of Crespi Pond, including the information required pursuant to the terms and conditions outlined in the United States Coast Guard Grant Deed to the City of Pacific Grove. Therefore, the CDP and CDD should incorporate the California Department of Fish and Wildlife and California Water Board recommendations such as the California Water Board suggestion of a September 1 – 30th time limit to ensure Water Quality is protected. That timing is logical and reasonable considering that Pacific Grove receives an average annual precipitation of approximately 15 to 20 inches, with high seasonal variations, mainly between the months of October and May.

Sincerely,

Anthony A. Ciani

Anthony A. Ciani

Cc: California Coastal Commission

CITY OF PACIFIC GROVE

Community Development Department – Planning Division
300 Forest Avenue, Pacific Grove, CA 93950
Tel: 831.648.3190 • Fax: 831.648.3183 • www.cityofpacificgrove.org/cedd

Permit Application

Application # 26-0011
Date: 1/13/2026
Total Fees: _____

APPLICANT/OWNER:

Project Address: Crespi Pond **APN:** N/A

Project Description: Removing emergent vegetation to enhance wildlife habitat at Crespi Pond.

Does this project create, add, or replace impervious surface? ☐ Yes ☑ No

Will the project impact any tree(s) on site? ☐ Yes ☑ No

Does the property have an active building permit, IF yes permit # _____ ☑ No

Applicant	**Owner**
Name: Daniel Gho / Pacific Grove Public Works	Name: City of Pacific Grove
Phone: 831-648-5722	Phone: 831-648-5722
Email: dgho@cityofpacificgrove.org	Email: dgho@cityofpacificgrove.org
Mailing Address: 2100 Sunset Drive	Mailing Address: 300 Forest Ave

PLANNING STAFF USE ONLY:

Permit Request:

☐ CRD: Counter Determination	☐ SP: Sign Permit	☐ IHS: Initial Historic Screening	☐ VAR: Variance
☐ AP: Architectural Permit	☐ UP: Use Permit	☐ HPP: Historic Preservation	☐ MMP: Mitigation Monitoring
☐ AAP: Administrative AP	☐ AUP: Administrative UP	☐ A: Appeal	☐ Water Entitlement
☐ ADC: Arch Design Change	☒ CDP: Coastal Dev. Permit	☐ TPD: Tree Permit W/ Dev't	☐ Other: _____
☐ ASP: Admin Sign Permit	☐ LLA: Lot Line Adjustment	☐ CDP Waiver/Admin. CDP	☐ Other: _____

CEQA Determination:
- ☐ Exempt
- ☒ Initial Study & Mitigated Negative Declaration
- ☐ Environmental Impact Report

Review Authority:
- ☐ Staff
- ☐ ZA
- ☐ SPRC
- ☐ ARB
- ☐ HRC
- ☒ PC
- ☐ CC
- ☐ _____

Active Permits:
- ☐ Active Planning Permit
- ☐ Active Building Permit
- ☐ Active Code Violation

Permit #: _____

Overlay Zones:
- ☐ Butterfly Zone
- ☒ Coastal Zone
- ☐ Area of Special Biological Significance (ASBS)
- ☒ Environmentally Sensitive Habitat Area (ESHA)

Property Information
Lot: Point Pinos Rancho Block: Lighthouse Reservation Tract: _____
ZC: O GP: OS Lot Size: —
☐ Historic Resources Inventory ☒ Archaeologically Sensitive Area ☒ CDP Appeal Jurisdiction

Staff Use Only:
Received by: KL
Assigned to: KL

INDEMNIFICATION
CONDITION

In consideration for City review and approval of application in this matter, the Owner/Applicant shall indemnify, defend, protect and hold harmless the City, its elected and appointed officials, officers, agents, and employees (collectively "Indemnitees"), using counsel approved in writing by the City, from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements which may accrue against Indemnitees by reason of the City's processing, approval or denial of the request and application in this matter. Indemnification shall include, but shall not be limited to any action, or proceeding brought to attack, set aside, void, annul, limit, or inhibit the approval of the application referenced above, and shall expressly include causes of action under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), or the CA CoastalAct.

The obligation to indemnify shall include, but not be limited to, all costs relating to preparing administrative records, investigations, responses to discovery, retention of experts, and other costs, including attorney's fees or obligations related to this matter, including actions brought by the Owner/Applicant and extend to any expense incurred in establishing the City's right to indemnification. City expenses shall be paid by Owner/Applicant upon City request notwithstanding final disposition of the matter has not yet occurred. If the City is later determined to not be entitled to indemnification, the City shall repay amounts so advanced.

This indemnification condition is the Owner/Applicant's inducement to the City to process and approve the application, which approval would otherwise be withheld by City due to its concern for liability or expense that may result from performance of the City's duties. Should any dispute arise regarding interpretation of this condition, the prevailing party shall recover all reasonable costs incurred, including court costs, attorney fees and related expenses. Recovery of expenses shall be as additional costs awarded to the prevailing party and shall not require initiation of a separate legal proceeding.

This indemnification condition shall not require the Owner/Applicant to indemnify the City or other Indemnities: (a) to the extent that an obligation is actually paid by an insurer pursuant to an insurance policy; (b) in connection with any remuneration paid to the City, if it shall be finally adjudged that such remuneration was in violation of law; or (c) on account of the City's misconduct if such misconduct shall be finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful.

Any permit or other approval given by the City to the Owner/Applicant Guarantor shall be valid only so long as this indemnification condition is given full force and effect. If this indemnification condition is revoked, the permit or other approval of the City shall then become null and void.

Owner/Applicant represents it (and any subsidiary) is (a) duly formed and organized, (b) validly existing and in good standing under state law, and (c) has all necessary power to execute and deliver this document and perform its obligations. Owner/Applicant also represents it is authorized to enter into this agreement by all requisite partnership, corporate or other action, and its terms are a valid and legally binding obligation. Neither execution nor delivery of this document nor performance of its obligations will violate any law or provision of any agreement, articles of incorporation, by-laws or other organizational or governing documents relating to Owner/Applicant, nor conflict with any court order relating to Owner/Applicant.

Applicant Signature: _____ **Date:** 1-12-26

Owner Signature (Required): _____ **Date:** 1-12-26

CITY OF PACIFIC GROVE
COASTAL DEVELOPMENT PERMIT
APPLICATION & SUBMITTAL CHECKLIST

Instructions

Please submit a complete application packet including this form with all of the items checked below. If one or more of the items is not applicable to your project, please mark with "not applicable" or "n/a". All exhibits must be clear, legible, and to scale where appropriate.

Incomplete applications will not be accepted for filing.

Checklist

This checklist is provided for the convenience of applicants in gathering necessary application materials. Additional material may be required prior to issuance of a Coastal Development Permit (CDP). For example, preliminary title reports, land surveys, biological/archaeological/botanical reports, restoration plans, and other reports or plans may be required based on the scope of the project.

- ☐ A completed standard City of Pacific Grove Community Development **Planning Permit Application** including the **Indemnification Form** signed by the applicant and property owner
- ☐ The **Plan Set** shall include: a **Site Plan** meeting the requirements of the **Submittal Checklist Form**; **Architectural Elevations** of all sides of the structure and including accessory buildings; (1) oblique street-view architectural rendering if the site is flat or a minimum of (2) views if the site is located in the Asilomar Dunes Residential Area (ADRA), including at least (1) view from Sunset Dr.; and a completed **Project Data Sheet**. *Note that the installation of story poles and netting will be required during the public notice period.*
- ☐ One (1) full-size (24" x 36") scaled plan set, two (2) 11" x 17" scaled sets, and a digital set of plans (thumb drive, disc, or email). Please include digital versions of ALL of the application materials as part of your **Electronic Submittal**. Include a **Vicinity Map** on the site plan. Additional copies may be needed for hearings.
- ☐ Required **Technical Reports** (biological/archaeological/botanical reports, geotechnical reports, grading plan, etc.)
- ☐ **Filing Fee**
- ☐ **Project Description:** (Describe the project in detail including secondary improvements such as grading, removal or alteration of septic tanks, roads, driveways, tree removal and/or pruning, accessory buildings, fences, etc. Attach additional pages as necessary)

Removing emergent vegetation to enhance wildlife habitat at Crespi Pond.

Emergent vegetation would be removed around the pond's perimeter and within a central portion of the pond, to maintain approximately 70 percent open water habitat and 30 percent emergent vegetation.

Approximately 0.55 acre (43 percent) of emergent vegetation in the pond is proposed for removal and would consist primarily of California tule (Schoenoplectus californicus) with a lesser component of narrow-leaved cattail (Typha angustifolia).

☐ **Project Location:** Pacific Grove Golf Links **Assessor Parcel No:** 007011006000
(street address)

☐ **Present Use** of the property:

Are there existing buildings? ☐ Yes ■ No If yes, please describe: _____
Golf Course

☐ Will any existing buildings be **removed** or **demolished**? ☐ Yes ■ No If yes, please describe:

☐ Is the proposed development governed by a **Development Agreement**? ☐ Yes ■ No

☐ Has any application for development on this site been made in the past to the CA Coastal Commission or the CA Coastal Zone Conservation Commission? ■ Yes ☐ No

If yes, please list application #s: CDP Waiver 3-14-0375-W

☐ **Coastal Access:** Is the proposed development within the first public road and the sea or Monterey Bay? ☐ Yes ■ No If yes, is there currently public access to the shoreline on or near the site? Please describe:

☐ **Waters:** Does the project involve diking, filling, draining, dredging or placing structures in open coastal or Monterey Bay waters, wetlands, or estuaries? ■ Yes ☐ No

If yes, state the amount of fill in cubic yards (cy) >200. What is the location of the fill receiving site? Landfill

Is an **Army Corps** (USACE) permit required? ☐ Yes ■ No

☐ Will the project effect **Public Access** to and along the shoreline, either directly or indirectly (i.e., removing parking used for access to the beach)? ☐ Yes ■ No

If yes, describe the impact: _____

☐ Please check the following **Utilities** that will need to be extended to the proposed development:

☐ Water ☐ Sewer ☐ Electrical ☐ Natural Gas ☐ Telephone

☐ Is the proposed development in or near the **Asilomar Dunes Residential Area** (ADRA)? ☐ Yes ■ No If yes, additional technical reports will be required.

☐ Is the development within an **Environmentally Sensitive Habitat Area** (ESHA) including areas with state or federally listed **rare, threatened, or endangered species**, or candidate species?

■ Yes ☐ No If yes, additional technical reports will be required.

☐ If the development is proposed to: a) alter a spring or stream in any way; or b) effect an existing well (either onsite or offsite), contact the Planning Department for additional requirements.

☐ Will the proposed development be **visible from Sunset Drive** or other mapped **scenic resource areas**? ■ Yes ☐ No

☐ Include any **Tree Removal** or **Pruning** required (a separate permit may be required). Note the number, size, species of tree (s), and whether heavy equipment will be necessary for tree project (refer to the Tree Permit requirements on City's Public Works website)

☐ Is the development in or near a park or other recreation area? ■ Yes ☐ No

☐ Is this a City **Public Works** project or a project being undertaken by another public agency? ■ Yes ☐ No If yes, please contact the Planning Division for additional requirements relating to grading, dredging, fill, use of heavy equipment, additional non-City permit requirements, etc.

☐ Will the development extend onto or adjoin any beach, tidelands, submerged lands, or public trust lands? ☐ Yes ■ No If yes, please consult with Planning staff for additional requirements.

☐ If the site contains any of the following resources, attach an explanation:
- ☐ Buildings on the City's Historic Resources Inventory (HRI) or more than 50 years old;
- ☐ Archaeological resources; and/or
- ☐ Paleontological resources

☐ Does the project include the development of new **Lodging** or the alteration of existing **Low-Cost Visitor Accommodations and/or Recreation Facilities**? ☐ Yes ■ No If yes, describe how the project complies with the requirements of PGMC Sec. 23.90.220 _____

_____

☐ Will the development provide public or private recreational opportunities?
■ Yes ☐ No

☐ Is any Grading proposed? ■ Yes ☐ No If yes, complete the following table:

a) Amount of cut: >200 cubic yards (cy) b) Amount of fill: 0 cy c) Amount of **import** or **export**: 0 cy (circle which one)	d) Max. height of cut slope: 0 ft. e) Max. Height of fill slope: 0 ft. f) Location of borrow or disposal: 0 ft.

Note: grading, stormwater, and erosion control plans must be attached when applicable

☐ If the project is multi-family residential, indicate:

Number of Units			***Total # of bedrooms per unit (existing and proposed)***	***Type of ownership proposed***
Existing # of Units	Proposed # of Units	Net # of units upon completion		☐ Rental ☐ Condo ☐ Stock Coop ☐ Timeshare ☐ Other

☐ Estimated cost of the proposed development (not including the cost of land) $_____

☐ Parking and Utilities

Number of parking spaces required		
Existing spaces	Proposed new spaces	Net # of spaces on completion of project

☐ Project Height: (Max. height of structure as defined in the IP: *the vertical distance measured between the legally established existing grade and the top-most portion of development above existing grade, unless otherwise specified*)

a. Above existing (natural) grade _____ ft.
b. Above finished grade _____ ft.
c. As measured from centerline of frontage road _____ ft.

☐ Total # of floors in structure, including subterranean floors, lofts, and mezzanines _____

☐ Gross Floor Area (GFA) in sq. ft. (includes garages and accessory buildings) _____ sq. ft.

☐ Lot Area _____ sq. ft.

☐ If the project includes **Subdivision** or a **Lot Line Adjustment**, indicate:

Number of Lots			***Size of lots to be created (indicate gross <u>and</u> net lots size)***	
Existing # of Lots	Proposed # of Lots	Net # of lots upon completion	Existing	Proposed

☐ If the project is a **Lot Line Adjustment** or a request for **Certificates of Subdivision Compliance**, please provide the following:

1. "Creation documents" for all affected properties. These documents would include grant deeds or certain maps recorded prior to the effective date of the Coastal Act (Jan. 1, 1976) that include a legal description describing the property as it exists today;
2. A prelim. title report less than six (6) months old; and
3. Current grant deeds for each affected property.

RESOLUTION NO. 26 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE DENYING THE APPEAL AND APPROVING A 5-YEAR COASTAL DEVELOPMENT PERMIT (FILE NUMBER CDP 26-0011) TO ALLOW THE BI-ANNUAL REMOVAL OF EMERGENT VEGETATION IN CRESPI POND (CRESPI POND MANAGEMENT PROJECT) TO ENHANCE WILDLIFE HABITAT AND MAINTAIN A BALANCE OF 70% OPEN WATER AND 30% VEGETATION COVERAGE IN CRESPI POND.

FACTS

1. The City of Pacific Grove Public Works Department (applicant) proposes the removal of emergent vegetation in Crespi Pond to enhance wildlife habitat.

2. Detailed Project Description:

    a. Emergent vegetation would be removed around the pond's perimeter and within a central portion of the pond to maintain 70 percent open water habitat and 30 percent emergent vegetation. The emergent vegetation in the pond proposed for removal would consist primarily of California tule (Schoenoplectus californicus) with a lesser component of narrow-leaved cattail (Typha angustifolia).

    b. The work will be performed using barge-mounted excavation equipment (i.e., Aquamog). The barge will be launched from the northern bank of the pond into the remaining area of open water. The emergent vegetation will be removed down to the root mass using a hydraulic arm and clam bucket attachment mounted on the deck of the barge. The removed vegetation will be hauled off-site for proper disposal as green waste.

    c. Subsequent to the initial maintenance vegetation removal, vegetation removal will occur no more than once every two years to maintain 70 percent open water habitat and 30 percent emergent vegetation.

3. Crespi Pond is immediately adjacent to Ocean View Boulevard, within the Point Pinos Lighthouse Reservation at the northern point of the municipal golf course between the 16th and 17th holes. The subject project site is a portion of APN 007-011-006.

4. The subject project site has a land use designation of Open Space - Recreational (OS-R) in the adopted and certified City of Pacific Grove Land Use Plan (per LUP Figure 6, Coastal Zone Land Use Designations).

5. The subject project site has a zoning classification of O.

6. The subject project site is located within the City's Coastal Zone, within an archaeologically sensitive area (per LUP Figure 7), within an environmentally sensitive habitat area (ESHA; per LUP Figure 5), and within the City's Area of Special Biological Significance (ASBS).

7. Pursuant to Pacific Grove Municipal Code (PGMC) sections 23.90.050, *City CDP Determinations*, and 23.90.040, *CDP Exemptions*, Community Development Department (CDD) staff determined the proposed project would not be exempt from the requirement to obtain a Coastal Development Permit (CDP).

8. Per PGMC section 23.90.140, Coastal Hazards, CDD staff reviewed LUP Figure 3 (Coastal Hazards and Areas of Potential Sea Level Rise), aerial and topographic imagery, application materials, and conducted a site visit on March 2, 2026. This review determined the project would not be subject to coastal hazards over the expected lifetime of the development as no structural development is proposed. In this case, submittal of a Coastal Hazards Report is not warranted or required.

9. Per PGMC section 23.90.150, Water Quality and Marine Resources, the Initial Study prepared by Denise Duffy & Associates, Inc., suggests that the removal of emergent wetland vegetation within the pond using barge-mounted equipment would temporarily increase the turbidity in the pond and elevate the risk of sediments entering the Monterey Bay. Condition No. 8, *Avoidance and Minimization Measures*, as recommended by the Biological Resources Report (Denise Duffy & Associates, Inc., February 2024), has been included to address this potential impact.

10. Per PGMC section 23.90.160, Scenic Resources, CDD staff reviewed LUP Figure 4 (Scenic Areas), aerial and street view imagery, and conducted a site visit on March 2, 2026. This review determined that the project, as proposed, would not adversely impact public views due to the short maintenance duration and no structural development. Additionally, the location of the subject project site is landward of Ocean View Boulevard and would not adversely impact public views or access seaward of Ocean View Boulevard, the Recreational Trail, or along the shoreline.

11. Per PGMC Section 23.90.170, Biological Resources, CDD staff reviewed LUP Figure 5, Land Habitat Sensitivity Map, aerial imagery, and conducted a site inspection on March 2, 2026. Additionally, a Biological Resources Report prepared by Denise Duffy and Associates, Inc. was provided and attached as Appendix A of the Initial Study. The report concluded, "… the project has the potential to impact nesting raptors and other nesting avian species and could potentially impact wintering tricolored blackbirds. The project will also temporarily impact sensitive habitats, including a sensitive natural community and ESHA associated with wetlands and the open waters of Crespi Pond." Condition No. 8, *Avoidance and Minimization Measures*, as recommended by the Biological Resources Report (Denise Duffy & Associates, Inc., February 2024), has been included to address and minimize these potential impacts. Furthermore, no project work would occur seaward of Ocean View Boulevard and the Recreational Trail, and the contractor would be required to use best management practices to protect the area surrounding the subject project site.

12. Per PGMC Section 23.90.200, Cultural Resources, the proposed project involves dredging in an archaeologically sensitive area; therefore, an archaeological report was prepared by a qualified archaeologist (Albion, 2024). The report concluded that because the project site was previously disturbed in association with the existing and past golf course operations and maintenance activities, it is unlikely that intact archaeological deposits currently exist at the proposed project site. Similarly, no human remains are known to be on the project site. However, due to the sensitivity of the area and the potential for inadvertent discovery of cultural resources, Condition Nos. 5, 6, and 7 have been included to require tribal monitoring and inadvertent discovery procedures throughout the course of the project.

13. Per PGMC Section 23.90.200, Cultural Resources, the proposed project does not involve structural development or permanent changes to a setting or location; therefore, an historic report is not warranted or required.

14. The City of Pacific Grove Public Works Department (DPW), as Lead Agency, prepared an Initial Study pursuant to Public Resources Code Section 21083, and California Environmental Quality Act (CEQA) Guidelines Sections 15063(a) and 15063(b)(2). The Initial Study is on file in the offices of DPW and CDD, and is hereby incorporated by reference. CDD, located at 300 Forest Avenue, 2nd Floor, Pacific Grove, California, 93950, is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the Mitigated Negative Declaration is based.

15. The draft Initial Study and Mitigated Negative Declaration (IS/MND) for the Pacific Grove Crespi Pond Vegetation Management Project was prepared in accordance with the CEQA Guidelines and circulated for public review from November 3, 2025, through December 3, 2025 (State Clearinghouse Number 2025110213). Public comments were received (six comment letters) and revisions were made to the Initial Study to correct an error in the acreage of vegetation to be removed from 0.55 acres to 0.78 acres to achieve the target habitat ratio of 30% emergent vegetation and 70% open water.

16. Pursuant to Public Resources Code Section 21080.3.1 and LUP Policy CRS-1, DPW initiated consultation via notification letters with local Native American tribes and the first consultation meeting with the Esselen Tribe of Monterey County was held on November 6, 2024.

17. The City of Pacific Grove Planning Commission considered the IS/MND and proposed project at a noticed public hearing on March 12, 2026. The Planning Commission voted 6 – 0 – 1 (6 yes, 0 no, and 1 absent) to adopt the IS/MND and Mitigation Monitoring and Reporting Plan, and approve CDP 26-0011.

18. On March 20, 2026, the appellant submitted a timely appeal of the Planning Commission's decision to adopt the IS/MND and Mitigation Monitoring and Reporting Plan, and approve CDP 26-0011.

19. Pursuant to the appeal, the City of Pacific Grove City Council considered and reviewed the proposed project at a noticed public hearing on May 6, 2026.

FINDINGS

For a Coastal Development Permit per PGMC Section 23.90.080

1. *LCP Consistency. The project is consistent with the LCP. (Local Coastal Program).*

As proposed and conditioned, the Crespi Pond maintenance project meets the requirements of the LCP including, but not limited to, the applicable Coastal Resource Protection Standards (PGMC 23.90.130) of the Implementation Plan (IP) and the Biological, Cultural, Scenic, and Water Quality and Marine Resources policies of the Land Use Plan (LUP). These standards and policies are addressed in the Facts above and in the following Findings.

2. *Public Views. The project protects or enhances public views.*

   The proposed Crespi Pond maintenance project, due to the short construction duration and no structural development, would not adversely impact public views. Therefore, per PGMC section 23.90.160, Scenic Resources, a site-specific visual analysis is not required in this case. See also Fact No. 10 above.

3. *Habitat Protection. The project protects vegetation, natural habitats, and natural resources consistent with the LCP.*

   The goal of the project is to promote a balance of vegetation and open water habitats to enhance wildlife habitat at Crespi Pond. The project will also temporarily impact sensitive habitats, including a sensitive natural community and ESHA associated with wetlands and the open waters of Crespi Pond. With Condition No. 8, *Avoidance and Minimization Measures*, as recommended by the Biological Resources Report (Denise Duffy & Associates, Inc., February 2024), the project is consistent with the LCP, including PGMC section 23.90.170 regarding biological resources and/or environmentally sensitive habitat areas. As proposed and conditioned, the project would not permanently impact natural habitats or resources. See also Fact No. 11 above.

4. *Design Consistency. The design, location, size, and operating characteristics of the proposed development is consistent with applicable LCP design requirements, including design plans and area plans incorporated into the LCP.*

   The proposed project does not involve structural development; therefore, this finding is not applicable.

5. *Coastal Access. The project protects or enhances public access to and along the coast.*

   As proposed and conditioned, the project would not adversely impact public access to or along the coast. Condition No. 10 has been applied to protect public access and ensure retention of emergency access during construction. See also Fact No. 10 above.

6. *Visitor Serving. The project supports the LCP goal of providing for visitor-serving needs as appropriate, including providing low and no cost visitor and recreational facilities.*

   As proposed, the project does not involve visitor-serving needs or facilities; therefore, this finding is not applicable.

7. *Appropriate Use. The project is consistent with the allowed LCP uses associated with the property.*

   The proposed use is consistent with applicable LCP requirements, including the site zoning classification and land use designation.

8. *Coastal Resources. The proposed development protects or enhances coastal resources, where applicable.*

   As proposed and designed, the project would enhance coastal resources. The goal of the project is to promote a balance of vegetation and open water habitats to enhance wildlife habitat at Crespi Pond. See also Fact Nos. 9 – 13 and supporting information, and Findings above.

California Environmental Quality Act (CEQA)

On the basis of the whole record before the City of Pacific Grove City Council, there is no substantial evidence that the proposed project as designed and conditioned, will have a significant effect on the environment. Also, the City Council finds that there is no substantial evidence supporting a fair argument of a significant environmental impact. The City will implement proposed project mitigation measures, best management practices, and standard conditions of approval that avoid or minimize potential effects to a point where clearly no significant effects would occur. Based upon the analysis of the Initial Study (IS), the Public Works Department prepared a Mitigated Negative Declaration (MND) and the MND reflects the independent judgment and analysis of the City. The City has also prepared a Mitigation Monitoring and Reporting Plan (MMRP) to ensure that the project implements the approved mitigation measures subsequent to project approval (CEQA Guidelines §15074(d)).

The Draft IS/MND and the Final IS/MND together constitute the environmental record for the Crespi Pond Vegetation Management Project. The Final IS/MND consists of an introduction, comment letters received during the 30-day public review period, responses to comments, and revisions to the Draft IS/MND if deemed applicable (i.e., the revisions to the Draft IS/MND are contained in the Final IS/MND).

In approving the permit, the following conditions of approval are imposed and deemed reasonable and necessary to ensure that the approval will comply with the findings cited above.

CONDITIONS OF APPROVAL

1. **Permit Expiration.** This permit shall expire and be null and void five (5) years from and after the date of approval. Application for extension of this approval must be made prior to the expiration date.

2. **Conformance to Submittals/Plans.** Development of the site shall conform to the approved scope of work activities as described in the approved submittal materials, with the exception of any subsequently approved changes.

3. **Construction Compliance.** All construction shall occur in general compliance with the proposal as set forth in the application, subject to any special conditions of approval herein. Any deviation from approvals must be reviewed and approved by staff and may require subsequent discretionary approval.

4. **Terms and Conditions.** These terms and conditions shall run with the land and bind to all future owners and possessors of the subject property, unless amended. Amendments to this permit may be achieved only if an application is made and approved, pursuant to the Zoning Code.

5. **Archaeological/Tribal Monitoring.** A qualified archaeological monitor and tribal monitor shall be present to observe all soil disturbance for all grading and excavation activities. If at any time, potentially significant resources or intact features are discovered, the monitor(s) shall temporarily halt work until the find can be evaluated.

6. **Cultural and/or Archaeological Artifacts.** If such artifacts are unexpectedly discovered during ground disturbing activities, work shall be halted until the item(s) can be evaluated by a qualified professional archaeologist. If the find is determined to be significant,

appropriate mitigation will be formulated, with the approval of the lead agency, and implemented prior to recommencement of work.

7. **Archaeology and Inadvertent Discovery.** When human remains or artifacts are exposed, the Health and Safety Code § 7050.5 requires that no further excavation or disturbance occurs in the area and that the county coroner is called so that the coroner can verify that the remains are not subject to medical jurisprudence. Within 24 hours of notification, the coroner calls the Native American Heritage Commission if the remains are known or thought to be Native American. The Native American Heritage Commission selects the Most Likely Descendant (MLD) from a rotating list of MLDs. The MLD has 24 hours to respond. All work will halt with a 50-yard radius until an osteologist can examine the remains, and a treatment plan for any said remains has been provided according to the MLD.

8. **Avoidance and Minimization Measures.** The following avoidance and minimization measures shall be incorporated into the construction plans and implemented during construction:

    a. **B*IO-1:*** Conduct vegetation removal activities outside of the nesting season to avoid impacts to nesting bird species. Vegetation removal activities shall occur between September 1 and February 1, outside of the breeding and nesting season, to avoid potential impacts to nesting raptors and other nesting avian species.

    b. **B*IO-2A:*** A pre-construction survey for tricolored blackbirds will be performed each morning by a qualified biologist prior to initiation of project activities. The biologist will train a designated monitor on the construction crew to identify the species. Once the biologist is satisfied that the designated monitor can identify the species, that individual will conduct the surveys prior to each day's work. The biologist will remain on call and available to respond to the designated monitor's request to confirm a sighting. The biologist will conduct spot checks in addition to weekly visits to ensure the mitigation is being implemented in a satisfactory manner. If tricolored blackbirds are identified, project activities shall not be allowed to proceed until subsequent surveys can confirm that the birds have left the area of their own volition.

    c. **B*IO-3A:*** Subsequent to the initial maintenance vegetation removal, vegetation removal will occur no more than once every two years and shall include the removal of no more than 50% of the emergent vegetation present at that time to minimize the scope and scale of the temporary loss of wetland function and habitat value.

    d. **B*IO-3B:*** Project activities shall be conducted when the water level in Crespi Pond is below the elevation of the overflow culvert to ensure that no water or suspended sediment is discharged to the adjacent beach or Monterey Bay.

    e. **B*IO-3C:*** Equipment, fuels, lubricants, and solvents shall be stored in a designated staging area at least 100 feet from aquatic resources.

9. **Best Management Practices (BMPs).** The project shall implement BMPs as required per PGMC 9.30.130(c).

10. **Temporary Traffic Handling Plan (TTHP).** Per PGMC Section 23.90.210.B.2, the Public Works Department shall prepare and implement a TTHP to protect public access (e.g., parking and/or traffic circulation) and ensure retention of emergency access during project work.

11. **2028 and 2030 Report to the Planning Commission and City Council.** The Applicant shall provide an informational report to the Planning Commission and City Council in January or February of 2028 and 2030 regarding whether the removal of emergent vegetation at Crespi Pond will be conducted at appropriate times during the 2028 and 2030 calendar years.

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

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

2. The Council denies the appeal and affirms the decision of the Planning Commission to adopt the IS/MND and Mitigation Monitoring and Reporting Plan, and approve Coastal Development Permit (CDP) 26-0011.

3. The Council has considered and adopts the IS/MND pursuant to CEQA Guidelines Section 15074.

4. The Council approves CDP 26-0011 as proposed and conditioned. The required Findings and Conditions of Approval are hereby approved and incorporated herein by reference.

5. The Council adopts the associated Mitigation Monitoring and Reporting Plan.

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

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 6th day of May, 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

Final

Initial Study/Mitigated Negative Declaration

for the

CRESPI POND VEGETATION MANAGEMENT PROJECT

SCH# 2025110213

Prepared for:

City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Prepared by:

Denise Duffy & Associates
947 Cass Street, Suite 5
Monterey, CA 93940

January 2026

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Appendix A – Comment Letters

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CHAPTER 1. INTRODUCTION

1.1 Background

This document, together with the Draft Initial Study/Mitigated Negative Declaration (Draft IS/MND), constitutes the Final Initial Study/Mitigated Negative Declaration (Final IS/MND) for the Crespi Pond Vegetation Management Project (project or proposed project). The City of Pacific Grove (City) is the lead agency for the proposed project. The Final IS/MND consists of an introduction, all comment letters received during the 30-day public review period, responses to comments, and revisions to the Draft IS/MND if deemed applicable.

1.2 Public Participation

The Draft IS/MND was prepared to inform the public of the potential environmental effects of the project and identify possible ways to minimize project-related impacts. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15073(a), the City circulated the Draft IS/MND for a 30-day review period during which comments could be submitted. In accordance with CEQA, the Final IS/MND is included in the official public record for the Draft IS/MND. On November 3, 2025, the City distributed the Draft IS/MND for public review to responsible and trustee agencies, interested groups, and individuals. The review period ended on December 3, 2025. The City received six comment letters on the Draft IS/MND. This Final IS/MND includes all comment letters received by the City as of December 15, 2025 (**Appendix A**).

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CHAPTER 2. RESPONSE TO COMMENTS

2.1 Introduction

This chapter includes responses to comments received from the public and public agencies during the circulation of the Draft IS/MND. This section contains all information available to date in the public record related to the Draft IS/MND.

2.2 List of Comment Letters

The following is a list of comment letters/email comments received on the Draft IS/MND and the dates these letters were received:

Comment Letters

A. Department of Toxic Substance Control..... November 18, 2025

B. Monterey Audubon Society..... November 30, 2025

C. Monterey Bay California Native Plant Society.....December 1, 2025

D. Lisa Ciani.....December 2, 2025

E. Anthony Ciani ..... November 17, 2025

F. Anthony Ciani.....December 1, 2025

2.3 Response to Comments

Individual comments in each letter identified in **Section 2.2** are numbered as shown in **Appendix A**. Correspondingly numbered responses to each comment are provided in the following discussion. Some comments do not raise environmental issues, or do not require additional information. CEQA does not require a substantive response to such comments. If comments raised environmental issues that required additions or deletions to the text, tables, or figures in the Draft IS/MND, a brief description of the change is provided and the reader is referred to **Chapter 3.0, Revisions to the Draft IS/MND**.

The comments received on the Draft IS/MND did not result in a "substantial revision" of the IS/MND, as defined by CEQA Guidelines Section 15073.5. No new significant impacts were identified since the commencement of the public review period that would require mitigation measures or project revisions to be added in order to reduce the effects to less than significant.

While responses to comments on a proposed IS/MND are not required by CEQA (Pub. Resources Code, § 21000 et seq.), this Response to Comments document is provided to demonstrate the City's careful consideration of the comments in compliance with CEQA. These responses provide the City's good faith, reasoned analysis on the major environmental issues raised in the comments.

Letter A: Department of Toxic Substance Control (DTSC)

Response A-1: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response A-2: The Draft IS/MND identified the Point Piños Lighthouse State Response site as the nearest hazardous materials cleanup site to the proposed project, based on the DTSC's EnviroStor map viewer. The proposed project is located on the same property as the Point Piños Lighthouse State Response site; however, the project is located approximately 0.2 mile from the Point Piños Lighthouse (see Draft IS/MND pp. 33-34). The "Lighthouse Point Piños Light Station Soil Lead Sampling Locations" exhibit prepared by Engineering/Remediation Resources Group, Inc. on November 20, 2005, includes only areas located at the Point Piños Lighthouse and immediately adjacent soils and does not include areas located within or adjacent to the proposed project site. Additionally, the DTSC EnviroStor database states that the Point Piños Lighthouse site "consists of the historic lighthouse structure and adjacent soil located on the U.S. Coast Guard Point Piños Light Station." The proposed project is not located within this DTSC site. Further, the proposed project activities are consistent with activities previously approved and carried out on the site. The project proposes to remove emergent vegetation from within Crespi Pond. Consistent with the Use Restrictions identified in the Quitclaim Deed, the project does not propose any excavation, grading, sediment removal, trenching, fill, mining, or other earth-moving activities.

Response A-3: A U.S. Army Corps of Engineers (Corps) permit is not required for the proposed project. Email correspondence from the Corps dated May 19, 2025, stated that "although regulated activities within Crespi Pond and adjacent wetlands would generally require a Corps permit, the vegetation removal project as currently proposed does not appear to involve a fill discharge and, therefore, would not require a Corps permit."

Response A-4: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Letter B: Monterey Audubon Society

Response B-1: Comment acknowledged. This comment is on the merits of the proposed project and does not raise a substantive environmental issue. No further response is necessary.

Response B-2: This comment is on the merits of the proposed project and does not raise a substantive environmental issue; however, the City would like to note that while it is not pursuing dredging or additional restoration work at this time, the City may consider implementation of a long-term restoration project involving activities such as dredging in the future. Future projects would be dependent on budget availability as well as additional environmental review and permit acquisition from applicable agencies.

Response B-3: Comment acknowledged. This comment is on the merits of the proposed project and does not raise a substantive environmental issue. No further response is necessary.

Response B-4: The City appreciates the effort of the Monterey Bay Audubon Society Conservation Committee, in partnership with Patrick Furtado, in preparing this documentation. While the City is not pursuing a larger-scale restoration project at this time, the City will consider the Monterey Bay Audubon Society's recommendations for potential future projects aimed at long-term restoration of Crespi Pond.

Response B-5: Comment acknowledged. This comment is on the merits of the proposed project and does not raise a substantive environmental issue. No further response is necessary.

Letter C: Monterey Bay California Native Plant Society (CNPS)

Response C-1: Comment acknowledged. This does not raise a substantive environmental issue. No further response is necessary.

Response C-2: Comment acknowledged. This does not raise a substantive environmental issue. No further response is necessary.

Response C-3: Comment acknowledged. This does not raise a substantive environmental issue. No further response is necessary.

Response C-4: Comment acknowledged. This comment is on the merits of the proposed project and does not raise a substantive environmental issue. No further response is necessary.

Response C-5: Comment acknowledged. This comment is on the merits of the proposed project and does not raise a substantive environmental issue. No further response is necessary.

Response C-6: The purpose of the Draft IS/MND is to evaluate whether the proposed project may result in significant impacts on the environment and to identify mitigation measures where necessary to reduce those impacts to a less-than-significant level, consistent with the requirements of CEQA. The City of Pacific Grove Community Development Department will consider appropriate conditions of approval, including those related to compliance with the certified Local Coastal Program (LCP), as part of the CDP review and decision-making process, which occurs separately from the CEQA environmental review.

Letter D: Lisa Ciani

Response D-1: Comment acknowledged. This comment is on the merits of the proposed project and does not raise a substantive environmental issue. No further response is necessary.

Response D-2: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response D-3: The Biological Resources Report states that historically, the City performed emergent vegetation removal under a CDP or CDP Waiver to maintain 70 percent open water and 30 percent emergent wetland habitat in Crespi Pond; however, since the City last conducted vegetation maintenance of the pond, emergent vegetation has expanded to occupy approximately 80 percent of the pond's surface area. Therefore, the City intends to reinitiate periodic removal of emergent vegetation in Crespi Pond under a new CDP (see *Crespi Pond Biological Resources Report*, p. 1). The project being proposed involves reinitiating vegetation removal in Crespi Pond to maintain the recommended ratio of 30:70 emergent vegetation to open water. The purpose of the Biological Resources Report is to assess potential impacts to sensitive biological resources that could result from the proposed project. The Biological Resources Report is used to inform the CEQA environmental analysis and is not a restoration plan or other similar document intended to address pond health.

Response D-4: The goal of the proposed project is to promote a balance of vegetated and open water habitats to enhance wildlife habitat at Crespi Pond through removal and management of emergent vegetation. The project would remove emergent vegetation to establish a ratio of 30 percent emergent vegetation and 70 percent open water (see Draft IS/MND p. 3). The City would accomplish this using the methods described under *Section D, Project Description* of the Draft IS/MND (see Draft IS/MND pp. 3-4). The City is also seeking a CDP with a five-year term for the project to allow for ongoing vegetation maintenance to prevent uncontrolled expansion of emergent vegetation within the pond. Following the initial removal, the City would be responsible for continuing to conduct periodic vegetation removal over the five-year term of the CDP, which would help to maintain a healthier balance of vegetative and open water habitats in the pond by preventing uncontrolled expansion of emergent vegetation within the pond. This proposed project is consistent with the vegetation management projects at Crespi Pond that were previously reviewed and approved by the CCC.

Response D-5: See Response D-4, above. The proposed project would restore Crespi Pond to a ratio of 30 percent emergent vegetation and 70 percent open water habitat by removing emergent vegetation from the pond using the methods and materials described in *Section D, Project Description* of the IS/MND (see Draft IS/MND pp. 3-4). Following this initial removal, the City would be responsible for periodically removing emergent vegetation over the five-year term of the new CDP to maintain a healthier balance of vegetative and open water habitats in the pond. Additionally, while the City is not pursuing a larger-scale restoration project at this time, the City may decide at a later date to initiate a project that addresses long-term restoration of Crespi Pond. Any future projects would be dependent on budget availability as well as additional environmental review and permit acquisition from applicable agencies (also see Responses B-2 and B-4, above).

Response D-6: The Draft IS/MND incorrectly stated that 0.55 acre of emergent vegetation would be removed, which would be equivalent to 43 percent of the existing emergent vegetation in the pond. The correct acreage and percentage of vegetation to be removed to reach the target ratio of 30 percent emergent vegetation and 70 percent open water is 0.78 acre (approximately 61 percent). This has been corrected throughout the Draft IS/MND, and is discussed further in **Chapter 3** of this document. Please also refer to the table below for values used to calculate the acreage to be removed.

Crespi Pond Vegetation Removal Calculation

Category	Acreage (Existing)	Percent Area (Current)	Percent Area (Target)	Acreage (Target)	Acreage (Removal)
Emergent wetland vegetation	1.27	78%	30%	0.49	**0.78**
Open water	0.36	22%	70%	1.14	
Total Area	1.63			1.63	

Note: Calculation excludes 0.03 acre of non-native invasive poison hemlock patches.

Response D-7: The City is proposing removal of emergent vegetation. Sediment removal, including dredging of Crespi Pond, is not proposed as part of the Crespi Pond Vegetation Management Project evaluated in the Draft IS/MND. The California Coastal Commission (CCC) Staff Report for approved CDP Application No. 3-03-083 cites the *November 2001 Biological Assessment and Restoration of Dune Habitat for the City of Pacific Grove* recommendation that "Crespi Pond [should] be maintained at a ratio of 70 percent open water and 30 percent emergent vegetation at a general depth of 4 feet." However, the project described in the CDP application and approved by the CCC included "removal of approximately 200 cubic yards (CY) of tule, penny royal, and other aquatic vegetation." The project did not explicitly involve dredging of sediment from the pond (see CDP Application No. 3-03-083 p. 5). Therefore, the proposed project remains consistent with activities previously approved by the CCC. The commenter cites the Draft IS/MND's statement that the pond has a maximum depth of approximately three feet and that removal of the root zone of vegetation may deepen the pond between one and two feet. Therefore, while the project does not propose additional dredging of sediment, removal of vegetation to the root zone may generally increase the pond depth to between four and five feet, which would be consistent with the *November 2001 Biological Assessment and Restoration of Dune Habitat for the City of Pacific Grove* recommendations.

Response D-8: This comment does not raise a substantive environmental issue. However, the City would like to note that the Draft IS/MND uses acreages based on a wetland delineation to determine the extent of the pond and the calculated area of vegetation that would need to be removed to reach the target ratio of 30% emergent vegetation and 70% open water. The specific amount and manner of vegetation removal ultimately authorized for the project – including the metrics used to define or limit that removal (e.g., volume, area, etc.) – will be determined by the Pacific Grove Community Development Department as part of the CDP review and approval process, which is a separate discretionary approval from the CEQA environmental review.

Response D-9: The timing of proposed project activities would occur between September 1 and February 1 to ensure vegetation removal is occurring outside of bird nesting and breeding season to avoid impacts to eggs, nestlings, and nesting birds during removal activities. A pending regulatory approval from the Central Coast Regional Water Quality Control Board (RWQCB) for the project would further limit the work window to only the month of September due to the RWQCB work window requirement of July 1 – September 30.This proposed timing is consistent with the timing identified in prior CDP Waiver 3-13-1336-W and CDP Application No. 3-03-083. It is unknown at this time what the current water level is in the pond. Because the timing of proposed project activities may include months that overlap the rainy season, it is possible the water level in the pond may reach or exceed the weir elevation at the time of project implementation. For this reason, the Draft IS/MND includes Mitigation Measure BIO-3B to avoid discharge of suspended sediment to the Monterey Bay (see Draft IS/MND p. 22). Prior to initiating removal activities, the water level in relation to the overflow culvert will be assessed to determine

whether Mitigation Measure BIO-3B will need to be implemented to prevent discharge of suspended sediment into the Monterey Bay.

Response D-10: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response D-11: The Draft IS/MND does not include a statement that "annual dredging is too much," as the commenter claims. The City is pursuing a CDP for continued, periodic removal of emergent vegetation from the pond over a five-year term, consistent with the prior CDPs. The ratio of 30 percent emergent vegetation to 70 percent open water would be maintained by periodic vegetation removal under the new CDP. The project would be required to comply with any conditions of the CDP which may include specific limits to the amount of removed material allowed and/or the allowed frequency of removal activities.

Response D-12: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response D-13: The Draft IS/MND includes Mitigation Measure BIO-2, which requires daily biological monitoring during construction activities (see Draft IS/MND p. 21). This and the other mitigation measures identified in the Draft IS/MND are deemed sufficient for either avoiding impacts or reducing impacts to a less-than-significant level; therefore, the City is not exploring additional mitigation beyond what is required to reduce impacts to a less-than-significant level, in compliance with CEQA.

Response D-14: In compliance with CEQA, the Draft IS/MND assesses potential impacts to water quality that could result from implementation of project activities. The Draft IS/MND includes appropriate mitigation to ensure potential water quality impacts associated with the project are avoided or reduced to a less-than-significant level (see Mitigation Measure BIO-3B on p. 22 of the Draft IS/MND). No additional discussion of existing water quality data is required to comply with CEQA.

Response D-15: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response D-16: This comment is on the merits of the project and does not require further response. However, the City would like to note that the scope of the project is to remove emergent vegetation from Crespi Pond to achieve 30 percent emergent vegetation and 70 percent open water. Any additional restorative activities are outside the scope of the proposed project. Therefore, the Draft IS/MND's analysis addresses only the potential impacts of the project, as proposed.

Letter E: Anthony Ciani

Response E-1: CEQA does not require that the Draft IS/MND list responsible agencies or identify review/comment periods. The review and comment periods are established by statute and are identified in CEQA Guidelines Section 15073(a). Additionally, the proposed project is located within the jurisdiction of the City's certified and adopted LCP. The project site is within the CCC's appeal jurisdiction; however, the project site is not within the CCC's original permit jurisdiction or in an Area of Deferred Certification, which includes areas subject to CCC original permit jurisdiction. As such, the City of Pacific Grove Community Development Department, not the CCC, is responsible for reviewing the project for consistency with the certified LCP as part of the CDP review and decision-making process and is responsible for approving the CDP for the proposed project. Therefore, the CCC is not identified as a Responsible Agency for the proposed project.

Response E-2: The Endangered Species Covenant (Section 2) of the Quitclaim Deed restricts use of the property for any purpose that would: 1) alter the existing topography and/or character of the property; or 2) adversely affect Menzie's wallflower, Tidestrom's lupine, beach layia, or Monterey spineflower, or the habitat of any of these species. The Endangered Species Covenant also specifies that if an occurrence on the property violates a restriction or other requirement of US Fish and Wildlife Service (USFWS) Biological Opinion No. 1-8-04-F-35 or the Biological Assessment and Dune Habitat Restoration Plan (as amended by an Addendum dated October 20, 2004), the Grantee shall: 1) immediately notify the USFWS, 2) implement corrective actions, and 3) supply copies of relevant documentation related to the violation. The project does not propose to alter the topography or character of the property and would not impact Menzie's wallflower, Tidestrom's lupine, beach layia, or Monterey spineflower, or the habitat of any of these species (see *Crespi Pond Biological Resources Report*, p. 15 and Appendix C). Therefore, the project complies with the Endangered Species Covenant.

The Quitclaim Deed's Notice of Wetlands (Section 9) states:

> "The northern portion of the Property contains jurisdictional wetlands near Crespi Pond. Activities contemplated for the Property by the GRANTEE, its successors and assigns are subject to any and all Federal, State and local laws, rules, and ordinances governing land use in wetland areas. No work by the GRANTEE, its successors or assigns on the Property, including filling, excavation, digging, or dredging is permitted in this area without a permit from the U.S. Army Corps of Engineers, if applicable."

See Response A-3, above. A Corps permit is not required for the proposed project. Email correspondence from the Corps dated May 19, 2025, stated that "although regulated activities within Crespi Pond and adjacent wetlands would generally require a Corps permit, the vegetation removal project as currently proposed does not appear to involve a fill discharge and, therefore, would not require a Corps permit." Therefore, the project complies with the requirements of the Grant Deed related to wetlands.

The Quitclaim Deed also includes a Historic Preservation Covenant (Section 1) and covenants related to possible presence of lead-based paint on the property and restricted property use (Section 10); potential presence of asbestos (section 11); and hazardous substances (Section 12). The Historic Preservation Covenant requires preservation and maintenance of any historic structures on-site, including preservation and maintenance of the Point Piños Lighthouse; restricts physical changes to and rehabilitation of historic structures; requires that development plans be approved by the State Historic Preservation Officer (SHPO) for development of the property as it effects the archaeological sites identified in the November 1977 *Archaeological Inventory and Evaluation of the U.S. Lighthouse Reservation, Pacific Grove, California* by Rob Edwards and Gary Breschini); authorizes the U.S. General Services Administration or the SHPO to inspect the property at any time; and provides actions to be taken if the covenants,

conditions, or restrictions under Section 1 are violated. As described in the Draft IS/MND, no historic buildings are located on the project site (see Draft IS/MND pp. 25 and 52). The proposed project does not involve any changes to historic buildings. The project is also not required to obtain SHPO approval because: 1) the project does not involve development of the property, and 2) the project would not affect the archaeological sites identified in the 1977 Edwards and Breschini Report (please refer to Draft IS/MND pp. 23-26 and 50-52 and Responses F-4 and F-13 for additional detail pertaining to archaeological resources at the project site).

Section 10 of the Quitclaim Deed identifies the potential presence of lead-based paint on the property and requires the owner, lessor, or sublessor of the property to provide notice to a buyer, lessee, or sublessee that hazardous substances are located on or beneath the property; requires the property owner to provide notice to the DTSC within 30 days after executing any document conveying ownership or leasehold over the property; establishes the following use restrictions for the property:

- Property shall not be used for any of following purposes: a residence, including any mobile home or factory built housing used as residential human habitation, a hospital for humans, a public or private school, a day care center for children, a playground.
- Soil Management. No activities that will disturb the surface soil to 12 inches below ground surface (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall be allowed on property without a pre-approved Soil Management Plan and Health and Safety Plan approved by the DTSC.
- Any soil removed from the property shall be managed in accordance with all applicable provisions of state and federal law.

Section 10 also establishes DTSC access, inspection and monitoring restrictions, annual reporting requirements, and enforcement related to violations of this covenant. See Response A-3, above. The project is on the same property as the Point Piños Lighthouse State Response site, which was identified as potentially containing lead-based paint; however, the project site is located approximately 0.2 mile from the Point Piños Lighthouse State Response site. Additionally, proposed project activities are consistent with activities previously approved and carried out on the site. The project does not propose excavation, grading, sediment removal, trenching, fill, mining, or other earth-moving activities. Therefore, the project is consistent with the use restriction covenant under Section 10 of the Quitclaim Deed.

Section 11 of the Quitclaim Deed provides notice that the property may have materials containing asbestos and requires the Grantee to comply with all federal, state, and local laws relating to asbestos. Section 11 is specific to structures associated with the Point Piños Lighthouse, located approximately 0.2 mile from the project site. As such, covenants and restrictions under this covenant are not applicable to the proposed project.

Section 12 of the Quitclaim Deed provides notice that no other hazardous substances other than those described in Sections 10 and 11 have been released, disposed of, or stored on the property. The covenant under Section 12 states that the United States warrants that it shall take any additional response action found to be necessary after the date of the property conveyance regarding hazardous substances located on the Property on the date of the conveyance. The Section 12 covenant also requires that in the event the Grantee, its successor(s) or assign(s), seeks to have United States conduct any additional response action, the Grantee, its successor(s) or assign(s) must provide the United States at least 45 days written notice and provide evidence that: 1) the associated contamination existed prior to the date of conveyance, and 2) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession. The project does not involve any additional response action by the United States. Therefore, the Section 12 covenant does not apply to the

project. For the reasons described in this response, the proposed project complies with the covenants of the Quitclaim Deed.

Response E-3: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response E-4: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response E-5: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response E-6: In compliance with CEQA, the Draft IS/MND assesses potential impacts to water quality that could result from implementation of the project. The Draft IS/MND includes appropriate mitigation to ensure water quality impacts are avoided or reduced to a less-than-significant level (see Mitigation Measure BIO-3B on p. 22 of the Draft IS/MND). No additional discussion of existing water quality data is required to comply with CEQA (also see Response D-14, above). The scope of the project is limited to removing emergent vegetation from Crespi Pond to achieve 70 percent open water and 30 percent emergent vegetation habitat. Any additional protection, restoration, or enhancement activities, including further water quality studies or consultations related to improving water quality in the pond are outside the scope of the proposed project and are, therefore, not covered in the Draft IS/MND.

Response E-7: The Biological Resources Report included an assessment of potentially jurisdictional wetlands and waters in the survey area in accordance with the requirements set forth in *The Field Guide for Wetland Delineation: 1987 Corps of Engineers Manual* (Wetland Training Institute, 1995) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)* (U.S. Army Corps of Engineers, 2008). Therefore, the wetland delineation conducted as part of the Biological Resources Report is in accordance with established procedures for conducting wetland delineations and no additional wetland surveys are necessary for assessing the impacts of the proposed project.

Response E-8: In compliance with CEQA, the Draft IS/MND assesses potential drainage impacts that could result from implementation of project activities. As identified in the Draft IS/MND, the proposed project would not alter existing drainage patterns (see Draft IS/MND p. 38). No additional discussion of existing water quality data is required to comply with CEQA. Additionally, the scope of the project is to remove emergent vegetation from Crespi Pond to achieve 30 percent emergent vegetation and 70 percent open water. Any additional protection, restoration, or enhancement activities are outside the scope of the proposed project.

Response E-9: Previous development on the golf course is outside the scope of this IS/MND. No further response is necessary.

Response E-10: In compliance with mitigation identified in the Draft IS/MND, project activities will occur outside of the rainy season, when the water level in Crespi Pond is below the elevation of the overflow culvert or, if project activities cannot be timed to avoid discharging water to the beach or Monterey Bay, a sediment filter will be attached to the outlet pipe that connects Crespi Pond to the beach to ensure suspended sediments from project activities are not discharged to the beach or Monterey Bay (see Mitigation Measure BIO-3B on p. 22 of the Draft IS/MND).

Response E-11: This comment is on the merits of the project and does not require further response. However, the City would like to note that the scope of the project is to remove emergent vegetation from Crespi Pond to achieve 30 percent emergent vegetation and 70 percent open water. Any additional restorative activities, including reevaluating the optimum depth, location and type of plant materials to

restore and enhance Crespi Pond and re-habituation with native animal species are outside the scope of the proposed project. Therefore, the Draft IS/MND's analysis addresses only the potential impacts of the project, as proposed.

Response E-12: The purpose of the Biological Resources Report is to assess potential impacts to sensitive biological resources that could result from the proposed project. The Biological Resources Report is used to inform the CEQA environmental analysis and is not a restoration plan or other similar document intended to address pond health. The purpose of the Draft IS/MND is to evaluate whether the proposed project may result in significant impacts on the environment and to identify mitigation measures where necessary to reduce those impacts to a less-than-significant level, consistent with the requirements of CEQA. In compliance with CEQA, the Draft IS/MND assesses existing environmental conditions at the site to the extent necessary to assess potential impacts that could result from implementation of project activities. Additional evaluation of sea water infiltration into the pond is not necessary for determining potential impacts associated with project implementation. No additional discussion of seawater infiltration into the pond is required to comply with CEQA.

Response E-13: The NOI does not include a statement that the City did not require or obtain an Archaeological Report. As identified in the Draft IS/MND, the City retained Albion to prepare an Archaeological Report for the project, in response to a request the City received from the Esselen Tribe of Monterey County (ETMC) during AB 52 tribal consultation (see Draft IS/MND pp. 23-26 and pp. 50-52 for additional detail regarding the results of Albion's Archaeological Report). The Archaeological Report contains sensitive information regarding cultural resources in the area and is confidential. Albion's Archaeological Report is, therefore, not attached to the Draft IS/MND and is not publicly available.

Response E-14: The Draft IS/MND evaluates potential impacts to biological, archaeological/cultural, and visual resources that could result from the project, as they relate to applicable City LUP policies. Please refer to Draft IS/MND *Section 4, Biological Resources* (pp. 19-22); *Section 5, Cultural Resources* (pp. 23-26); *Section 18, Tribal Cultural Resources* (pp. 50-52); and *Section 1, Aesthetics* (pp. 11-12) for detailed discussions of potential impacts to biological, cultural, and visual resources, respectively. Additionally, see detailed discussion below.

Biological Resources Report included a wetland delineation in accordance with established procedures for conducting wetland delineations; therefore, no additional wetland surveys are deemed necessary to assess potential impacts of the proposed project (also refer to Response E-7, above). The scope of the proposed project is limited to removal of emergent vegetation to maintain a ratio of 70 percent open water and 30 percent emergent vegetation habitat in the pond. Development of a "maintenance and monitoring and reporting program" to restore ESHA is outside the scope of the project. In compliance with CEQA Guidelines Section 15097(a) and Public Resources Code Section 21081, the project requires adoption of a Mitigation Monitoring and Reporting Program (MMRP) to ensure mitigation measures identified in the Draft IS/MND are implemented. The MMRP must be adopted at the time the lead agency approves the project. Therefore, the City will review and adopt the MMRP as part of its approval of the project.

As discussed in the Draft IS/MND, Albion prepared an Archaeological Report for the project in November 2024 (also see Response E-13, above). Additionally, as discussed in the Draft IS/MND, the City's General Plan and LUP designate the coastline north of Ocean View Boulevard as a Scenic Area (see Draft IS/MND p. 11). Crespi Pond, located south of Ocean View Boulevard, is outside of the City General Plan and LUP's designated Scenic Areas. Crespi Pond is also located in an urbanized landscape that is built up with residences, roadways, and recreational open space (i.e., the golf course). Therefore, the Draft IS/MND's analysis of aesthetic impacts focused on potential impacts to the City's officially designated scenic resources, which are located north of Ocean View Boulevard. In addition, the Draft

IS/MND addressed visual impacts in urbanized areas and focused on the project's consistency with applicable zoning and other regulations governing scenic quality, in accordance with the CEQA Appendix G checklist which states:

> "In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?"

Because the project site is not identified as a designated Scenic Area and is in an urbanized area, the Draft IS/MND's analysis appropriately focused its analysis on potential impacts to designated Scenic Areas, scenic vistas, and potential conflicts with applicable plans and zoning laws governing the project.

Letter F: Anthony Ciani

Response F-1: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response F-2: The proposed project is located within the jurisdiction of the City's certified and adopted LCP. The project site is within the CCC's appeal jurisdiction, which includes "lands between the sea and the designated first public road paralleling the sea or within 300 feet of the inland extent of any beach or of the mean high tide line if there is no beach, whichever is the greater distance. Also included are lands within 100 feet of streams and wetlands and lands within 300 feet of the top of the seaward face of any coastal bluff." The project site is not within the CCC's original permit jurisdiction or in an Area of Deferred Certification which includes areas subject to CCC original permit jurisdiction. As such, the City of Pacific Grove Community Development Department, not the CCC, is responsible for reviewing the project for consistency with the certified LCP as part of the CDP review and decision-making process and is responsible for approving the CDP for the proposed project. Therefore, the CCC is not identified as a Responsible Agency on the State Clearinghouse distribution list.

Response F-3: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response F-4: The project site includes Crespi Pond, which is located on assessor's parcel number (APN) 007-011-006-000. This APN encompasses the Point Piños Lighthouse Reservation, which contains a historic site – the Point Piños Lighthouse; however, as identified in the IS/MND, this historic site is located approximately 800 feet south of the project site. Therefore, project activities would not impact this historic resource (see Draft IS/MND, p. 25). Consistent with City LUP Policy CRS-3, Albion prepared an Archaeological Report for the proposed project. Albion's Archaeological Report did not identify any historic buildings or structures within the project area. Albion's Archaeological Report also concluded that no previously recorded cultural resources are located within the project site and that it is unlikely that intact archaeological deposits currently exist at the site, due to prior ground disturbance. Albion's Archaeological Report includes resources identified in the 1977 archaeological inventory conducted by Edwards and Breschini that are within a 0.25-mile radius of the project site. The resources identified in the 1977 report are located outside of the project site. While the project parcel, which encompasses the Point Piños Lighthouse Reservation, contains cultural resources, Albion's focused Archaeological Report for the proposed project does not identify known historic or other prehistoric cultural resources within the project site. In addition, the Draft IS/MND identified that as part of the CDP process, the project would be required to comply with provisions of the CDP, including standard conditions related to cultural resource protection. Compliance with the standard conditions would avoid or minimize potential impacts; therefore, the Draft IS/MND concluded potential impacts to cultural resources from project activities would be less-than-significant and mitigation would not be required.

Response F-5: The scope of the project is to remove emergent vegetation from Crespi Pond to achieve 30 percent emergent vegetation and 70 percent open water. Any additional restorative activities, including prevention of pollution from existing use of the golf course, are outside the scope of the proposed project.

Response F-6: See Response F-5, above. The scope of the project is to remove emergent vegetation from Crespi Pond to achieve 30 percent emergent vegetation and 70 percent open water. Any additional restorative activities are outside the scope of the proposed project. Additionally, the purpose of the Draft IS/MND is to evaluate whether the proposed project may result in significant impacts on the environment and to identify mitigation measures where necessary to reduce those impacts to a less-than-significant

level, consistent with the requirements of CEQA. In compliance with CEQA, the Draft IS/MND contains mitigation measures to avoid or reduce impacts that could occur as a result of the proposed project (see Draft IS/MND pp. 21-22 and *City of Pacific Grove Crespi Pond Vegetation Management Project Mitigation Monitoring and Reporting Program* for detailed mitigation measures). The Draft IS/MND is not required to include mitigation for impacts unrelated to project activities, such as water quality impacts resulting from ongoing use of the golf course.

Response F-7: This comment is on the merits of the proposed project and does not raise a substantive environmental issue; however, the City would like to note that the wetland survey conducted as part of the Biological Resources Report was conducted in accordance with the requirements set forth in *The Field Guide for Wetland Delineation: 1987 Corps of Engineers Manual* (Wetland Training Institute, 1995) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)* (U.S. Army Corps of Engineers, 2008). Therefore, the wetland delineation for the project was not arbitrary, but was conducted in accordance with established procedures for conducting wetland delineations.

Response F-8: The purpose of the Draft IS/MND is to evaluate whether the proposed project may result in significant impacts on the environment and to identify mitigation measures where necessary to reduce those impacts to a less-than-significant level, consistent with the requirements of CEQA. The Draft IS/MND's evaluation of potential impacts included an assessment of impacts related to flooding and inundation, in accordance with the CEQA Appendix G checklist. The Draft IS/MND identified that the project site is within a tsunami hazard zone and discussed potential impacts, including potential release of pollutants such as fuels or lubricants used for project activities, in the event of inundation during project implementation. The Draft IS/MND concluded that the project would not exacerbate existing risks related to inundation from flood, tsunami, or seiche events (see Draft IS/MND p. 38). CEQA does not require an analysis of the effects of the environment on a project unless the project would exacerbate those effects. Because the project would not exacerbate existing risks, the Draft IS/MND sufficiently evaluated the potential impacts associated with the project's location in an area prone to inundation.

Response F-9: Comment acknowledged. This comment does not raise a substantive environmental issue. No further response is necessary.

Response F-10: Comment acknowledged. This comment is on the merits of the proposed project and does not raise a substantive environmental issue. No further response is necessary. Also see Responses E-7 and F-7 above for additional detail pertaining to delineating the wetland boundaries.

Response F-11: The goal of the proposed project is to promote a balance of vegetated and open water habitats to enhance wildlife habitat at Crespi Pond through removal and management of emergent vegetation. As described in the Draft IS/MND, the City would remove emergent vegetation to establish a ratio of 30 percent emergent vegetation and 70 percent open water (see Draft IS/MND p. 3). The City would accomplish this using the methods described under *Section D, Project Description* of the IS/MND (see Draft IS/MND pp. 3-4). The City is also seeking a CDP with a five-year term for the project to allow for ongoing vegetation maintenance to help to maintain a healthier balance of vegetative and open water habitats in the pond by preventing uncontrolled expansion of emergent vegetation within the pond. This project is consistent with the vegetation management projects at Crespi Pond that were previously reviewed and approved by the CCC. Further, the City would like to reiterate that the scope of the project is limited to vegetation management activities. Any additional restoration, enhancement, or preservation activities including improving water quality or reducing siltation and sedimentation into the pond caused by recreational use of the golf course are outside the scope of the proposed project and are therefore not

evaluated in the Draft IS/MND. While the City is not pursuing a larger-scale restoration project at this time, the City may decide at a later date to initiate a project that addresses long-term restoration of Crespi Pond, including water quality and sedimentation issues related to existing recreational use. Any future projects would be dependent on budget availability as well as additional environmental review and permit acquisition from applicable agencies.

Response D-5: See Response D-4, above. The project would restore Crespi Pond to a ratio of 30 percent emergent vegetation and 70 percent open water habitat by removing emergent vegetation from the pond using the methods and materials described in *Section D, Project Description* of the IS/MND (see Draft IS/MND pp. 3-4). Following this initial removal, the City would be responsible for periodically removing emergent vegetation over the five-year term of the CDP to maintain a healthier balance of vegetative and open water habitats in the pond. Additionally, while the City is not pursuing a larger-scale restoration project at this time, the City may decide at a later date to initiate a project that addresses long-term restoration of Crespi Pond. Any future projects would be dependent on budget availability as well as additional environmental review and permit acquisition from applicable agencies (also see Responses B-2 and B-4, above).

Response F-12: See Response F-5, above. The scope of the project is to remove emergent vegetation from Crespi Pond to achieve 30 percent emergent vegetation and 70 percent open water. Any additional restorative activities, including prevention of pollution from existing use of the golf course, are outside the scope of the proposed project.

Response F-13: Albion's Archaeological Report included a records search to identify all previously identified historic and prehistoric cultural resources within the project site and within a 0.25-mile radius of the project site. Albion's Archaeological Report includes the 1977 findings of Edwards and Breschini. The resources identified in the 1977 report are located over 490 feet outside of the project site (please note that for protection of cultural resources, the specific descriptions and locations of these resources are confidential and not publicly available). Therefore, Albion's Archaeological Report accurately identifies and addresses the findings and conclusions of the 1977 Edwards and Breschini report. Please also refer to Response F-4 for additional information pertaining to cultural resource impacts.

CHAPTER 3. REVISIONS TO THE DRAFT IS/MND

The City has modified the text of the Draft IS/MND (October 2025), as noted below. The revision to the Draft IS/MND text involves a global revision to correct the acreage and percentage of vegetation proposed for removal. The Draft IS/MND incorrectly identified an area of 0.55 acre (43 percent) of the existing emergent vegetation to be removed. The amount of vegetation that would need to be removed in order to meet the target habitat ratio of 30 percent emergent vegetation and 70 percent open water is 0.78 acre (61 percent). Therefore, the text has been changed throughout the Draft IS/MND, including **Appendix A**, to correct this error. This section identifies the location of the affected text within the document and provides the original text then the revised text.

Page 1, Chapter I Background Information, 6. Project Description, Sentence 5

Original Text: Approximately 0.55 acre (43 percent) of emergent vegetation in the pond is proposed for removal and would consist primarily of California tule (*Schoenoplectus californicus*) with a lesser component of narrow-leaved cattail (*Typha angustifolia*).

Revised Text: Approximately 0.78 acre (61 percent) of emergent vegetation in the pond is proposed for removal and would consist primarily of California tule (*Schoenoplectus californicus*) with a lesser component of narrow-leaved cattail (*Typha angustifolia*).

Page 3, Chapter II Description of Project and Environmental Setting, Section D. Project Description, Paragraph 1, Sentence 5

Original Text: Approximately 0.55 acre (43 percent) of emergent vegetation in the pond is proposed for removal and would consist primarily of California tule (*Schoenoplectus californicus*) with a lesser component of narrow-leaved cattail (*Typha angustifolia*).

Revised Text: Approximately 0.78 acre (61 percent) of emergent vegetation in the pond is proposed for removal and would consist primarily of California tule (*Schoenoplectus californicus*) with a lesser component of narrow-leaved cattail (*Typha angustifolia*).

Page 18, Chapter IV Evaluation of Environmental Impacts, Section 3. Air Quality – Discussion/Mitigation, Paragraph 2, Sentence 4

Original Text: Additionally, the project would disturb approximately 0.55 acre within the pond and would not result in generation of fugitive dust, as all vegetation removal would occur in wetted soils associated with the pond.

Revised Text: Additionally, the project would disturb approximately 0.78 acre within the pond and would not result in generation of fugitive dust, as all vegetation removal would occur in wetted soils associated with the pond.

Page 21, Chapter IV Evaluation of Environmental Impacts, Section 4. Biological Resources – Discussion/Mitigation, Paragraph 4, Sentence 2

Original Text: These sensitive habitats would be temporarily disturbed by vegetation removal, which would remove approximately 43 percent of the existing emergent wetland vegetation in the pond.

Revised Text: These sensitive habitats would be temporarily disturbed by vegetation removal, which would remove approximately 61 percent of the existing emergent wetland vegetation in the pond.

Page 32, Chapter IV Evaluation of Environmental Impacts, Section 8. Greenhouse Gas Emissions – Discussion/Mitigation, Paragraph 2, Sentence 1

Original Text: The proposed project would consist of removing approximately 0.55 acre of vegetation in Crespi Pond.

Revised Text: The proposed project would consist of removing approximately 0.78 acre of vegetation in Crespi Pond.

Page 38, Chapter IV Evaluation of Environmental Impacts, Section 10. Hydrology and Water Quality – Discussion/Mitigation, Paragraph 2, Sentence 2

Original Text: The project would increase the storage capacity of the pond through removal of approximately 0.55 acres of emergent wetland vegetation.

Revised Text: The project would increase the storage capacity of the pond through removal of approximately 0.78 acres of emergent wetland vegetation.

Page 47, Chapter IV Evaluation of Environmental Impacts, Section 16. Recreation – Discussion/Mitigation, Paragraph 2, Sentence 3

Original Text: The proposed project would remove approximately 0.55 acre of emergent wetland vegetation from the pond and would require temporary closure or interruption of play on the golf course to ensure the safety of project personnel during vegetation removal activities.

Revised Text: The proposed project would remove approximately 0.78 acre of emergent wetland vegetation from the pond and would require temporary closure or interruption of play on the golf course to ensure the safety of project personnel during vegetation removal activities.

Page 54, Chapter IV Evaluation of Environmental Impacts, Section 19. Utilities and Service Systems – Discussion/Mitigation, Paragraph 2, Sentence 2

Original Text: Approximately 0.55 acre of vegetation would be removed and would be dewatered prior to disposal.

Revised Text: Approximately 0.78 acre of vegetation would be removed and would be dewatered prior to disposal.

Page 57, Chapter VI Mandatory Findings of Significance, Discussion/Mitigation, Paragraph 1, Sentence 3

Original Text: Additionally, the proposed project would temporarily disturb sensitive habitats during vegetation removal, which would remove approximately 43 percent of the existing emergent wetland vegetation in the pond.

Revised Text: Additionally, the proposed project would temporarily disturb sensitive habitats during vegetation removal, which would remove approximately 61 percent of the existing emergent wetland vegetation in the pond.

Page 58, Chapter VI Mandatory Findings of Significance, Discussion/Mitigation, Paragraph 2, Sentence 3

Original Text: The project would be limited in scope (i.e., approximately 0.55 acre) and impacts would be temporary.

Revised Text: The project would be limited in scope (i.e., approximately 0.78 acre) and impacts would be temporary.

Appendix A, Page 1, Section 1.2 Project Description, Paragraph 2, Sentence 2

Original Text: Approximately 0.55 acres of emergent vegetation is proposed for removal to increase the amount of open water to approximately 70%.

Revised Text: Approximately 0.78 acres of emergent vegetation is proposed for removal to increase the amount of open water to approximately 70%.

Appendix A, Page 17, Section 5.0 Impacts, Avoidance & Minimization Measures – Sensitive Habitats, Paragraph 1, Sentence 1

Original Text: Sensitive habitats present at the project site, which include California bulrush marsh, a sensitive natural community, and EHSA associated with wetlands and open waters of Crespi Pond will be temporarily impacted by vegetation removal, which will remove approximately 43% percent of the existing emergent wetland vegetation.

Revised Text: Sensitive habitats present at the project site, which include California bulrush marsh, a sensitive natural community, and EHSA associated with wetlands and open waters of Crespi Pond will be temporarily impacted by vegetation removal, which will remove approximately 61 percent of the existing emergent wetland vegetation.

ATTACHMENT A
COMMENT LETTERS

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Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
8800 Cal Center Drive
Sacramento, California 95826-3200
dtsc.ca.gov

Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

November 18, 2025

Daniel Gho
Public Works Director/Deputy City Manager
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950
dgho@cityofpacificgrove.org

RE: MITIGATED NEGATIVE DECLARATION FOR THE CRESPI POND VEGETATION MANAGEMENT PROJECT DATED NOVEMBER 6, 2025 STATE CLEARINGHOUSE NUMBER 2025110213

Dear Daniel Gho:

The Department of Toxic Substances Control (DTSC) reviewed the Mitigated Negative Declaration (MND) for the Crespi Pond Vegetation Management Project (Project). The Project site located at Point Piños adjacent to Ocean View Boulevard, within the Point Piños Lighthouse Reservation between the 16th and 17th holes of the municipal golf course, Assessor's Parcel Number 007-011-006-000. The proposed Project consists of removing emergent vegetation to enhance wildlife habitat at Crespi Pond. Emergent vegetation would be removed around the pond's perimeter and within a central portion of the pond to maintain approximately 70 percent open water habitat and 30 percent emergent vegetation. Approximately 0.55 acre (43 percent) of emergent vegetation in the pond is proposed for removal and would consist primarily of California tule with a lesser component of narrow-leaved cattail. DTSC recommends and requests consideration of the following comment:

A-1

The Property may contain lead-based paint as outlined in this Lead Contamination figure and is located on a DTSC site, the Port Pinos Lighthouse. The site contains Land Use Restrictions outlined in the Quitclaim Deed recorded in August 2006 on the Property and the following activities are prohibited:

(1) Soil Management. No activities that will disturb the surface soil to 12 inches below ground surface (e.g. excavation, grading, removal, trenching, filling, earth movement, or mining) shall be allowed on Property without a pre-approved Soil Management Plan and a Health and Safety Plan approved by the Department.

(2) Owner shall provide the Department written notice at least thirty (30) days prior to any building, filling, grading, mining, or excavation of the Property surface soil to 12 inches below the ground surface.

(3) Any soil removed from the Property shall be managed in accordance with all applicable provisions of state and federal law.

A-2

The Deed also noticed wetlands at or near the Property. Below is the language in the Deed:

The northern portion of the Property contains jurisdictional wetlands near Crespi Pond. Activities contemplated for the Property by the GRANTEE, its successors and assigns are subject to any and all Federal, State and local laws, rules, and ordinances governing land use in wetland areas. No work by the GRANTEE, its successors or assigns on the Property, including filling, excavation, digging, or dredging is permitted in this area without a permit from the U.S. Army Corps of Engineers, if applicable.

A-3

DTSC would like to thank you for the opportunity to comment on the Crespi Pond Vegetation Management Project. Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like clarification on DTSC's comments, please respond to this letter or via our CEQA Review email for additional guidance.

A-4

Sincerely,



Dave Kereazis
Associate Environmental Planner
HWMP - Permitting Division – CEQA Unit
Department of Toxic Substances Control
Dave.Kereazis@dtsc.ca.gov

cc: (via email)

Governor's Office of Land Use and Climate Innovation
State Clearinghouse
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Thomas Tse
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Scott.Wiley@dtsc.ca.gov

Letter B

Dear Public Works Director,

Given our goal to protect local wildlife diversity, we support vegetation removal in Crespi Pond to increase the amount of open water, creating more diversity of habitat. We would like to emphasize that Crespi Pond is not just a water hazard for the golf course or a storm water retention basin, but is still, even in its degraded state, significant wildlife habitat. The Pacific Grove Golf Links have been active for 50+ years, but this critical bird habitat has been used by local wildlife for thousands of years. Years of sediment buildup in the Pond have encouraged continual growth of tules and cattails creating a uniform monoculture, diminishing habitat diversity while also increasing eutrophication. Coupled with run-off from the golf course, water quality in the Pond is poor, and diminishes its value to wildlife. The City is trapped in a cycle of small-scale vegetation removal every year or two, which then rapidly recolonizes in the shallow water. B-1

The ideal situation would be to initiate a restoration plan that would include dredging and removing the accumulated silt in addition to the vegetation removal. Additional ways to improve ecosystem benefits in this pond would be to add more native plants to the edges and to contour the sides to a gradual slope versus the undercut bank we have now. B-2 Since birds utilize this area year-round, with over 160 different bird species having been sighted there, we are grateful the current work plan is slated to happen outside of the general bird nesting season (February - September) which reduces direct harm to nests, eggs, and chicks. B-3

Our Conservation Committee worked in partnership with a professional restoration ecologist and wetland scientist, Patrick Furtado, to develop a robust summary of the biological and ecosystem functions of Crespi Pond with restoration recommendations to improve habitat function and water quality. Please review the recommendations below and consider them as an addition to this and/or future Coastal Development Permits. B-4

Again, we support the idea of maintaining the proposed 70:30 water to vegetation ratio at Crespi Pond, but do not see this being accomplished by the proposed project plan without more dredging. Crespi Pond should be fully restored to meet habitat management goals consistent with the city environmental stewardship goals, Council-approved recommendations in the Coastal Wildlife Protection Advisory Committee report, and the Local Coastal Program. B-5

We look forward to collaborating in the future and thank you for your work,

Amanda Preece
Monterey Audubon Society Conservation Committee, Chair

Crespi Pond Restoration Opportunity

Point Pinos and Crespi Pond form a small but strategically placed stopover and foraging complex for birds on the Pacific Flyway, a major migratory bird route that stretches from Alaska down to South America. As they are both located on the outermost tip of the Monterey Peninsula, they have an outsize importance to migratory birds moving along the coast. Along this stretch of rocky coast, freshwater is scarce, and Crespi Pond provides a reliable source of drinking water and bathing and resting habitat for migrants that have just crossed long stretches of ocean or coastal headlands.



Figure 1 Crespi Pond Draft ISMND

Unfortunately, for many decades Crespi Pond has been gradually accumulating sediments via surface runoff, stream inflow, and bank erosion that have reduced the depth of water in the pond and the quality of habitat for migrating birds, as well as for other wildlife such as native amphibians. Construction of Ocean View Boulevard most likely reduced the historical natural flow of water and sediments flowing through the pond and out to the bay.

Additionally, in a well-studied and understood sequence of physical and biological changes, the decreased depth of the pond has allowed emergent aquatic vegetation, tule and cattail, to colonize nearly 80% of the pond's surface, effectively converting the pond into marsh and reducing water quality (Figure 1). This conversion has eliminated most of the important open water habitat that was historically used by ducks, geese, and other waterfowl along the migratory flyway.[1]

Once depths in the pond have decreased to approximately three feet due to sedimentation, tule and cattail begin to colonize. These species are highly effective at trapping additional sediments among their stems and rhizomes. Plant stems also slow water flow, causing additional

[1] Freshwater ponds in the California coastal zone are ecologically rare and disproportionately valuable. Along much of the coast, lowland freshwater habitats are naturally scarce and have been heavily altered by agriculture, development, and hydrologic modification. Because of that scarcity, and because these systems sustain specialized and often imperiled species, the California Coastal Commission (CCC) routinely treats them as high-priority resources and designates them as **Environmentally Sensitive Habitat Areas (ESHAs)**.

suspended sediments to settle. Dead tule and cattail stalks and rhizomes also contribute large amounts of organic matter, building peat and raising the marsh surface. This feedback loop of vegetation-driven sedimentation shrinks the pond's remaining open water into small pockets or channels. Furthermore, organic matter and sediments continuously release excessive nutrients into the pond, while decaying plant matter consumes oxygen and leads to hypoxia, anaerobic conditions, and severely degraded wildlife habitat.

Without substantial management intervention, the pond will eventually become entirely marsh, then transition to upland habitat that is easily invaded by non-native species such as poison hemlock. This full sequence of ecological succession appears to have already occurred in part, whereby a large patch of upland and highly-invasive poison hemlock has already established midway along the pond's eastern shoreline upon excessive sediments and erosional infill, entirely eliminating important pond habitat.

The Monterey Audubon Society urgently advocates that the City of Pacific Grove takes substantial and effective interventional steps to restore Crespi Pond to its ecological role as a freshwater pond refuge for migrating waterbirds and shorebirds as well as habitat for native amphibians such as Pacific chorus frog and California red-legged frog. This historically and ecologically important pond is not only a valued asset for wildlife, but also for golfers, birdwatchers, Pacific Grove residents out for a stroll, and for increasingly nature-oriented visiting tourists.

The currently proposed vegetation removal will not be effective in the long term in restoring ecological function to Crespi Pond.[2] A review of historical satellite imagery of Crespi Pond shows that a past vegetation removal project in 2015, of a strip of tule and cattail along the pond's southwest shore, did not significantly restore open water habitat and was quickly recolonized within one to two years. Further costly piecemeal interventions such as this would be ecologically ineffective and a waste of the City's limited financial resources.

It is Monterey Audubon's position that nothing less than a complete draining of the pond and a significant removal of the decades-long accumulation of pond sediments will be effective for the ecological restoration of the pond. Significant portions of the pond need to have water depths restored to a minimum of 6-8 feet to prevent rapid re-colonization of tule and cattail.

[2] From Crespi Pond Draft ISMND: Historically, the City has periodically performed removal of emergent vegetation under a Coastal Development Permit (CDP) or CDP Waiver issued by the California Coastal Commission (CCC) to maintain a balance of approximately 70 percent open water habitat and 30 percent emergent wetland habitat within Crespi Pond. The City has not performed vegetation maintenance at Crespi Pond since approximately 2015 due to the expiration of previous authorizations from the Coastal Commission. Since that time, emergent vegetation has expanded to occupy approximately 80 percent of the pond's surface area. Therefore, the City intends to reinitiate removal of emergent wetland vegetation at Crespi Pond under a new CDP with a five (5)-year term to restore the balance of open water and vegetated habitats. Vegetation maintenance is expected to occur approximately every other year.

Eroding sections of shoreline also need re-sloping to prevent further erosion. Sediment and nutrient inputs upstream of the pond should be examined and potentially controlled. An upstream swale could be constructed to trap sediments and nutrients (such as golf course fertilizer) before entering the pond.

Draining the pond would also allow for the removal of invasive crayfish currently inhabiting the pond. Invasive non-native crayfish profoundly disrupt freshwater ecosystems through their predation on eggs and larvae of native amphibians, as well as upon aquatic insect populations amphibians rely on. Crayfish also change natural pond nutrient cycling via high bioturbation and carry fungi or bacteria that may affect amphibians and other aquatic animals.

A comprehensive restoration plan for Crespi Pond should be fully developed and include the restoration of riparian vegetation such as arroyo willow and creek dogwood along sections of the pond's shoreline. A small setback of the golf course turf would allow restoration of this important habitat. Any plan should also include increased public access to the pond, which could be provided via a walkway, parallel to the current accessway to the driving range, ending at a wildlife viewing platform overlooking the pond. Additional historical and ecological interpretive signage should also be provided to better inform the public of the pond's significance.



Figure 2 1941 aerial image of Crespi Pond – post-golf course construction

A comprehensive Crespi Pond restoration plan could also include a section on the historical ecology of the pond and advocate for a restoration of the full surface extent of the pond to that found before the construction of the golf course (or even to that found immediately post-construction, see Figure 2). It is likely that golf course construction brought the planting of turf to the very edge of the pond without any setback. Subsequent erosion of the banks underneath this turf have potentially led to a loss of 25% or more of the pond's historical surface area through erosional slumping and infill, as well as through sedimentation.

Although potentially exempt from some measures of the California Coastal Act of 1976, due to construction of the golf course prior to the act, the California Coastal Commission generally requires the restoration of impacted ESHA habitat, such as that found at Crespi Pond,

to functionally freshwater habitat, prohibits fill or partial fill of pond habitat, prohibits the conversion of pond margins or buffers into landscaping, requires the removal of non-native species such as invasive crayfish, and requires long-term monitoring, hydrologic performance standards, and invasive species control.

Monterey Audubon also encourages the City to potentially partner in Crespi Pond restoration with entities such as the California Coastal Conservancy and the Resource Conservation District of Monterey County, which may provide both expertise and additional funding.

Thank you for reviewing this request. Restoring Crespi Pond beyond the basic tule removal will enhance habitat for birds and other wildlife, improve water quality, and benefit the entire community. We would be glad to meet with City staff to explore restoration options and to support this effort however we can.

Letter C

CALIFORNIA
NATIVE PLANT SOCIETY
2707 K Street, Suite 1, Sacramento, CA 95816-5130 (916) 447.2677 www.cnps.org

Protecting
California's native
flora since 1965

Daniel Gho
Public Works Director/Deputy City Manager
City of Pacific Grove – Public Works Department
300 Forest Avenue
Pacific Grove, CA 93950

December 1, 2025

Submitted via email to: *dgho@cityofpacificgrove.org*

Submitted by: *Monterey Bay CNPS, P.O. Box 221303, Carmel, CA 93922*
Brian LeNeve, President, brian@brianleneve.com

Re: Draft Initial Study/Mitigated Negative Declaration
Crespi Pond Vegetation Management Project, APN 007-011-006

Dear Mr. Gho:

Thank you for the opportunity to comment on the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for vegetation management at Crespi Pond along Ocean View Blvd. The public comment period for the environmental review of this project closes at 5pm on December 2, 2025. C-1

The following comments are submitted on behalf of the California Native Plant Society (CNPS), a non-profit environmental organization with over 12,500 members in 35 Chapters across California and Baja California, Mexico. The Mission of CNPS is the protection California's native plant heritage and its preservation for future generations through the application of science, research, education, and conservation. CNPS works closely with decision-makers, scientists, and local planners to advocate for well-informed policies, regulations, and land management practices. C-2

The Monterey Bay Chapter of CNPS (CNPS-MB) has a long history of advocating for the restoration and conservation of unique coastal habitats throughout the Monterey Bay region. The coastal bluffs along Ocean View Blvd and habitats in the Asilomar Dune Complex in Pacific Grove are high priority conservation and restoration targets. Coastal ecosystems in this area support a suite of uncommon plants, birds and wildlife species, many of which are extremely rare and protected by the state and federal Endangered Species Acts.

Crespi Pond is a natural, coastal wetland and open water feature that provides valuable wildlife habitat, particularly for birds and amphibians. The pond was formerly a component of the Asilomar Dune Complex and today is surrounded by the municipal golf course and infrastructure that supports recreational activities. The pond is now sustained by stormwater runoff, golf course irrigation and natural inputs from rain. C-3

Inadequate maintenance in recent years has led to the build-up of sediment that provides a medium for vegetation recruitment and reduces the volume of water in the coastal pond. Emergent wetland vegetation crowds open water habitat, water quality in the pond is poor, and non-native aquatic species like crayfish occur. C-3

CNPS-MB supports the City's application for a Coastal Development Permit from the California Coastal Commission to remove emergent vegetation and enhance wildlife habitat at Crespi Pond, which is considered Environmentally Sensitive Habitat Area (ESHA) in the Coastal Zone. C-4

CNPS-MB concurs with the proposal described in the IS/MND to create 70% open water and 30% emergent vegetation cover in the pond. However, without significant sediment removal, California tule (*Schoenoplectus californicus*) and narrow-leaved cattail (*Typha angustifolia*) will readily recolonize and require ongoing aggressive maintenance that will lead to recurring habitat disruption. C-5

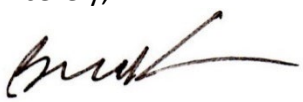
CNPS-MB recommends that the following compliance condition be incorporated into the new Coastal Development Permit authorizing vegetation removal at Crespi Pond: Conduct short-term vegetation removal and within 18 months of permit issuance prepare and implement a comprehensive habitat restoration plan for the site that optimizes habitat function and improves water quality.

The restoration plan should include: C-6

- An analysis of optimum sediment and water depth.
- Reduction of golf course turf in a buffer around the pond.
- Techniques to reduce golf course irrigation and nutrient inputs to the pond.
- Revegetation of native plant species around the pond that are typical of local coastal and wetland habitats.
- Elimination of non-native aquatic and invasive terrestrial species.
- Seasonal monitoring for native amphibians and birds.
- A schedule for regular maintenance that is designed to support the ecological function of the pond and wetland for wildlife.

Thank you for your continued efforts to restore and conserve our precious coastal resources.

Sincerely,



Brian LeNeve, CNPS Monterey Bay Chapter President

CC: Kevin Kahn, Central Coast District Manager, California Coastal Commission
Katie Butler, Central Coast District Supervisor, California Coastal Commission
CNPS-MB Board of Directors

Comments on DRAFT IS/MND, Crespi Pond Vegetation Management Project, Submitted by Lisa Ciani on December 2, 2025

INSUFFICIENT RESPONSE TO DEGRADATION RESULTING FROM THE LAST 10 YEARS OF NEGLECT

While it's good that a "Vegetation Management Project" for Crespi Pond is finally available for public review, maintenance dredging of Crespi Pond is long overdue, and "maintenance" is no longer adequate for assuring the health of the Pond. It's been over 10 years since the last maintenance dredging as noted in the Crespi Pond Biological Resources Report, not because of "the expiration of previous authorizations" as asserted in the Report and in the IS/MND, but because the City neglected to continue the permitted annual dredging under the 2014 CDP Waiver after dredging some time in 2015, and then neglected to apply for a new permit when the 5-year 2014 permit expired. D-1 D-2

The Biological Report cites an 80:20 ratio of emergent vegetation to open water at the time Denise Duffy & Associates assessed the Pond in January 2024, in stark contrast to a 30:70 ratio of vegetation to water that has been recommended for decades for the health of the Pond. Since the last "annual" dredging was 10 years ago, the Biological Report is inadequate in addressing "maintenance" of Pond health. Additionally, the IS/MND also fails to address the extreme degradation of the Pond in the absence of maintenance over the last 10 years. D-3

The IS/MND does NOT address the Project Goals and Objectives realistically:
"*The goal of the proposed project is to promote a balance of vegetated and open water habitats to enhance wildlife habitat at Crespi Pond, through removal and management of emergent vegetation.*
[Emergent vegetation is rooted in shallow water with stems and leaves rising above the water's surface, such a cattails, bulrushes, and other reeds.] D-4

No evidence is shown for how, specifically, the Pond will be restored to a healthy condition overall, considering the degree of degradation. And additional compliance mitigations are necessary to avoid further neglect. Crespi Pond is a uniquely important wetland both historically and ecologically, and the City of Pacific Grove needs to demonstrate a more responsible restoration and maintenance process with accountability and monitoring. D-5

INCOMPLETE INFORMATION

Will removing 0.55 acre of emergent vegetation, or 43%, reduce the vegetation to open water ratio to the recommended 30:70 vegetation to water ratio? D-6

I can find no statement of the size of the Pond in the CEQA document. The Project Site is described as approximately 2 acres, presumably including staging areas, etc. Pacific Grove's 1994 General Plan says the Pond is 1.28 acres. Doing the math, if .55 acre is 43% of the emergent vegetation, then the total acreage of emergent vegetation would be 1.28 acres, and the total Pond area would be 1.6 acres. Removing .55 acre of vegetation from 1.28 acres of emergent vegetation would leave .73 acre of vegetation, which would be 46% vegetation and 54% open water, and would apparently not achieve the 30:70 ratio.

In the Biological Report, on page 13, the section on Wetlands under Sensitive Habitats says, "the project site contains 1.3 acres of wetlands…as well as 0.36 acres of open water". That would total 1.66 acres for the Pond. It's not clear what numbers the consultants are using in determining the amount of vegetation to be removed. What total Pond area are they using? How do they arrive at a 30:70 ratio of vegetation to water?

D-6

<u>Is only vegetation and not sediment to be removed?</u>
As described in the IS/MND only the vegetation down to the root mass is being dredged. The sediment that builds up from golf course and stormwater runoff and decaying vegetation that has kept the Pond shallow and promoted the overgrowth of emergent vegetation is not discussed. The Coastal Commission's 2004 Coastal Development Permit (CDP) for 5-Year Long-Term Maintenance of Crespi Pond was based on recommendations of a "November 2001 biological Assessment and Restoration of Dune Habitat prepared for the City of Pacific Grove by Rana Creek Habitat Restoration biologists", including recommendations for maintaining the 70:30 open water to emergent vegetation ratio "at a depth of 4 feet". At the time of the staff report for that CDP in December 2003, the depth was 3 feet.

The current IS/MND states, "The pond has a maximum depth of approximately three feet and receives stormwater inputs as well as irrigation runoff and natural input from rainfall." (Page 3) Vegetation removal *may* only increase the depth by approximately 1'-2', per the IS/MND (page 4):
"Removal of the root zone may deepen the pond between approximately one and two feet."

D-7

<u>LACK OF CONSISTENCY WITH PREVIOUS COASTAL COMMISSION-APPROVED STANDARDS</u>

<u>Surface area or volume to be removed—how is the amount of material to be confirmed? How is the 30:70 ratio to be confirmed?</u>
In the last two Coastal Commission CDPs, in 2004 and 2014, for maintenance dredging of Crespi Pond, "Annual removal of up to 200 cubic yards of aquatic vegetation for pond maintenance" was approved. Why is the IS/MND using area (acres) instead of volume (cubic yards) to determine how much they're removing? How does 0.55 acre specified for removal in the IS/MND compare with the 200 cubic yard maximum specified in the last two CDPs?

D-8

Time limitations for dredging differ without explanation.
The 2014 Coastal Commission CDP Waiver specifies, “All activities will be limited to the Fall season between September 1 and November 31 [sic] each year in order to avoid California red legged frog (CRLF) breeding season." It also specifies this time range to avoid rainy season and to perform the work when the water level is below the overflow culvert. (Does the rainy season start earlier now than 20 years ago, or 10 years ago?) What is the current water level in the Pond in relation to the overflow culvert? D-9

Wetland expertise is needed to recommend restoration measures for the health of this significant wetland, known for its biodiversity.
The 2004 CDP stated that, “Historically, the Golf Course has obtained a Waiver from the Coastal Commission each time maintenance was required at Crespi Pond, which generally occurs every other year. However, because maintaining an optimum level of open water and vegetated habitat is an ongoing requirement, the Golf Course Superintendent, Mike Leach, is requesting a long-term maintenance permit to conduct this work.” The 2014 CDP Waiver was a 5-year permit “for annual maintenance of Crespi Pond including up to 200 cubic yards of aquatic vegetation removal”. The current IS/MND says annual dredging is too much, but how can the 30:70 balance be achieved and maintained unless dredging is conducted annually or the Pond is drained or excavated to a depth that does not promote overgrowth of emergent vegetation? Sediment build-up is not addressed. Humans have altered the balance by building a road (Ocean View Blvd) and a golf course. The reeds provide one excellent kind of habitat, but they degrade the wetland if not in the proper balance. D-10 D-11 D-12

The 2004 Coastal Commission CDP had a Special Condition requiring Environmental Monitoring during construction “to ensure compliance with all mitigation requirements during the construction phase”. And the City had a Crespi Pond Advisory Committee at that time whose approval was required. Providing an Environmental Monitor during construction and re-establishing a Crespi Pond Advisory Committee, or a subcommittee of the BNRC, would be mitigations to consider. D-13

UNACCEPTABLE WATER QUALITY REPORTS

The findings of the quarterly water quality reports for Crespi Pond are not being addressed.
The most recent report I received from the City’s Environmental Programs Manager is Pacific Grove Local Water Project Monitoring Results – September 2024. It states, “Crespi Pond exceeded the action levels for chloride, Kjeldahl nitrogen, sodium, total dissolved solids, and total nitrogen.” This should be addressed in the IS/MND. D-14

The Pond seems to serve two priorities for the City: 1) as a water hazard for the golf course, and 2) as a retention basin for stormwater runoff from the golf course where sediments have a chance to settle and not overflow and carry polluted water into the Marine Sanctuary. Wildlife habitat must be the first priority. D-15

This IS/MND does not provide sufficient information or focused corrective measures, informed by wetland expertise, to address the current extreme imbalance. The IS/MND must address the need for accountability and a comprehensive restoration plan. Significant revisions are needed to carry out the goal to enhance wildlife habitat at Crespi Pond. D-16

Letter E

Anthony A. Ciani 220 Walnut Street Pacific Grove, California 93950

November 17, 2025

Mr. Daniel Gho, Director
Department of Public Works
City of Pacific
300 Forest Avenue
Pacific Grove, CA 93950
Via Email: Daniel Gho dgho@cityofpacificgrove.org

RE: DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
Crespi Pond Vegetation Management Project

Dear Director Gho,

Please consider the following comments:

1) The DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION does not appear to list all of the "Responsible Agencies" including the California Coastal Commission (CCC); or the deadline for responsible agencies to comment. Note: the previous permits to manage Crespi Pond were in the jurisdiction of the CCC which still has jurisdiction upon appeal. E-1

2) Regarding the U.S.C.G. quit claimed Crespi Pond to the City of Pacific Grove as part of the Lighthouse Station and Reservation lands on August 23, 2006, including Covenants Endangered Species Section 3, and Wetlands section 9; does the proposed project comply with the covenants in the deed? E-2

3) Historical records, including topographical surveys and aerial photographs indicate the estuary wetland area was subject to surface water infiltration from sheet flow from higher adjacent land and a large swale at the toe of an embankment leading from the southeast. Aerial photos since the Municipal Golf Course was completed indicate surface water flow in a swale leading from the southeast through a stand of Cypress trees with standing ponds of water and boggy soils between the trees and estuary. It appears the east edge of the wetland extends to the trees. The City of Pacific Grove Coastal Wildlife Protection Advisory Committee's "Recommendations to Mitigate Identified Threats to Coastal Wildlife" (June 8, 2021) states: Crespi Pond is an important bird habitat, and under "Threats," states: E-3 E-4

> *"Degradation of water quality and habitat at Crespi Pond. In particular removal of native wetland grasses and habitats and replacement with biologically homogenous golf course grasses has reduced volume and diversity of bird species."*



(Ciani)

Also, the Golf Course drains and or pumps runoff from turf areas into Crespi Pond. See Photos below[1]:





January 2023 (Ciani)

E-5

The recent Pacific Grove Local Water Project Monitoring Results - Quarterly Analysis Results for Crespi Pond, indicate high levels of chloride and nitrogen in the water and

E-6

[1] Daniel Gho, City of Pacific Grove, Public Works Director / Deputy City Manager, Email: Mr. Ciani, This is generated from surface water/ drainage on the golf course on the 11th hole. January 2, 2023

possibly in the soil which should require further investigation and mitigation measures in consultation with the department of US Fish and Wildlife and the Coastal Commission's ecologists to protect, restore and enhance the estuary. E-6

The Report and IS/MND should also provide scientific evidence of the wetland grass and other plant species and soil classifications to determine the botanical and biological boundaries of the estuary wetlands and establish a buffer area. E-7

Additionally, the Report and IS/MND should address drainage from the golf course into Crespi Pond and a permanent method to protect, restore and enhance the estuary. E-8

4) The 1979 photo below indicates that the area between the estuary and trees to the east was not part of the original golf course design. More recent photos depict a tall wood and net fencing and expansion for a golf practice area that may not have obtained a Coastal Development Permit (CDP) as required by the Coastal Act since 1973. How was the fence location determined; and did it obtain necessary permits (please provide a copy of the permit reports, findings and recommendations.)? E-9



N36 38.44 W121 55.91 Image 7933044 Mon Apr 30 15:24:00 1979
Copyright © 2004 Kenneth & Gabrielle Adelman. All rights reserved.

5) Crespi Pond has a weir that manages the maximum water level in the pond with an overflow outlet and culvert that discharges to the sea including into Monterey Bay. I understand dredging should occur only *"when water levels are well below the top of the weir so that no discharge to Monterey Bay occurs during dredging activities."*[2] The IS/MND should provide how this will occur. E-10

[2] Harris and Associates, CITY OF PACIFIC GROVE WASTEWATER COLLECTION SYSTEM IMPROVEMENT PROJECT PHASE 9 – COASTAL ZONE SEGMENTS, FINAL INITIAL STUDY/NEGATIVE DECLARATION, ADOPTED BY CITY OF PACIFIC GROVE PLANNING COMMISSION ON: JULY 13, 2023

6) The Report states the maximum depth of the pond is three (3') feet, however, siltation since it was last dredged may have reduced the depth. Geological tests should be conducted to determine depth of layers of and types of sedimentation and bedrock. The Report should reevaluate the optimum depth, location and type of plant materials to restore and enhance Crespi Pond, including re-habituation with native animal species. E-11

7) The Crespi Pond Biological Report prepared by Denise Duffy & Associates, Inc. indicates that Crespi Pond is a "*fresh water pond"* partially surrounded by a fringe emergent wetland. However, the land area to the northeast is subject to flooding by seawater during King Tides and or, Severe Winter storms. Sea water flows into the pond; see photo below: The Report should discuss sea water infiltration into the pond and the IS/MND should address the effects. E-12



(Ciani -2019)

8) The "NOTICE OF INTENT [NOI] TO ADOPT A MITIGATED NEGATIVE DECALARTION FOR THE CRESPI POND VEGATION[3] MANAGEMENT PROJECT" (NOVEMBER 3, 2025) provides: *"As required by the LCP Implementation Plan (IP), the application includes a Biological Resources Report."* However, the IP also provides in E-13

"Section. 23.90.200 Cultural Resources.

[3] 'Vegation": presumedly this is a typo.

> *"(a) In order to protect the city's archaeological and historic resources, and to maintain consistency with the LCP's land use plan (LUP), development shall conform to all applicable LUP cultural resources policies and the following requirements.*
>
> *"(b) Applications for Development Potentially Affecting Cultural Resources. The following documentation and requirements shall be provided for all CDP applications that may impact cultural resources.*
>
> > *"(1) Archaeological Report. Due to the archaeological sensitivity of the entire Pacific Grove Coastal Zone, an archaeological report for projects that include soil disturbance shall be prepared by a qualified archaeologist prior to approval of the project. Landscaping that does not involve construction of structures or changes to the site contours greater than one foot are exempt from this requirement."* [Etc.]

The NOI indicates that the applicant (Public Works Department) did not require or obtain an Archaeological Report, however, the site is in the **"Archaeologically Sensitive Area, Figure 7, LCP page 83. LCP Policies: CRS-1 through CRS-4."** Furthermore, Archaeological investigations performed in 1947 and 1977 determined that the area around the Pond has historic or prehistoric midden. The Pacific Local Coastal Program and City General Plan designate the site to be in an archaeologically sensitive area; therefore, the study should have an archaeological report and be subject to archaeological and tribal monitoring. As with the Pacific Grove Wastewater Collection System project in 2023, "…p*ursuant to Public Resources Code Section 21080.3.1, City of Pacific Grove Public Works staff* [must] *initiate[d] consultation via notification letters with local Native American tribes … Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review and identify and address potential impacts."*[4]

E-13

9) Additionally, The City of Pacific Grove Local Coastal Program Land Use Plan (LUP) provides:

- *". . .legally designated areas include Areas of Special Biological Significance (ASBS) identified by the State Water Resources Control Board; State Marine Protected Areas; rare and endangered species habitat; all coastal wetlands. . ."* (LUP, Page 51).
- November 17, 20205
- Daniel Gho, Director of Public Works

E-14

[4] Ibid

November 17, 2025
City of Pacific Grove
RE: Crespi Pond Vegetation Management Project Draft IS/MND
Page

- *"Crespi Pond is another wetland which supports a significant patch of dense freshwater marsh vegetation dominated by broad-leaved cattail and California bulrush, and which also provides foraging and nesting habitat for local and migratory birds as well as other native species.* ***Crespi Pond is part of the city-designated Lighthouse Reservation and golf course, identified as an area of Scientific and Ecological Significance. . . "*** (Ibid).
- [LUP Policy] *BIO-4. Preserve and maintain wetlands in the Coastal Zone as productive wildlife habitats and protect wetlands against significant disruption of habitat values.* (Ibid, page 59).
- The site is in the Archaeologically Sensitive Area, Figure 7, LCP page 83. LCP Policies: CRS-1 through CRS-4).
- Figure 4, Scenic Areas, shows the areas designated by the City as having special scenic significance; however, **it is also the policy of the City to consider and protect the visual quality of all scenic areas that are part of the public viewshe**d, whether designated or not, as a resource of public importance. The portion of Pacific Grove's Coastal Zone designated scenic includes: all public view areas along Pacific Grove's shoreline; all areas seaward of Ocean View Boulevard and Sunset Drive as shown on Figure 4, Scenic Areas; **Lighthouse Reservation lands**; LCP page 47.

E-14

Crespi Pond is a biological, cultural and aesthetic resource. It is part of the lands of the ancestors of California Native people who inhabited the area including Crespi Pond during prehistoric periods.[5] It is a visually important feature in the Point of Pines historical setting during the discovery of Monterey Bay. A Bronze Plaque adjacent to Crespi Pond serves as a commemorative marker to Juan Crespi, namesake for the estuary. The biological assessment and IS/MND must be updated for the entire Crespi Pond wetland and surrounding area by a specialist to determine the wetland boundaries, buffer areas, and address the current conditions and recommend an up-to-date maintenance and monitoring reporting program to protect, restore and enhance the ESHA. An archaeological report is required to inform the project and IS/MND; and the aesthetic quality of Crespi Pond should be evaluated as a "scenic resource."

Respectfully,

Tony Ciani
Tony Ciani

Cc: Pacific Grove City Council, Planning Commission, Beautification and Natural Resources Commission, Historical Resources Committee, California Coastal Commission, Monterey Audubon Society, US Fish and Wildlife (Ventura Fish and Wildlife Office), Monterey Bay National Marine Sanctuary – Water Quality Report (Lindsay Brown, Urban Water Quality Program Coordinator)

[5] City of Pacific Grove, PT PINOS COASTAL TRAIL DRAFT COASTAL TRAIL STUDY AND PLAN, 2017: P. 35

Letter F

Anthony A. Ciani 220 Walnut Street Pacific Grove, California 93950

December 1, 2025

Mr. Daniel Gho, Director
Department of Public Works
City of Pacific
300 Forest Avenue
Pacific Grove, CA 93950
Via Email: Daniel Gho dgho@cityofpacificgrove.org

RE: DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
Crespi Pond Vegetation Management Project, SUPPLEMENTAL COMMENTS

Dear Director Gho,

This letter shall serve to provide comments in addition to those in my November 17, 2025, letter regarding the IS/MND. **The following is a summary of the IS/MND REPORT'S deficiencies:** F-1

1) The Notice of Completion & Environmental Document Transmittal, digitally signed on 11/04/2025 by Lead Agency Representative Dan Gho, failed to include the Coastal Commission as a Responsible Agency on the State Clearinghouse distribution list. In fact, **no agencies on the "Reviewing Agency Checklist" were marked.** F-2

2) The City of Pacific Grove General Plan and Local Coastal Program (March 20, 2020) which serve as guiding principles for the review of the project, are referenced below as LCP LUP. F-3

3) **CULTURAL RESOURCES.** The IS/MND assessment of the potential impacts to cultural (archaeological or historical) resources **erroneously determined:** F-4

> *"**No Impact. No historic resources are known to be on the project site. The project site is not a historical site, nor is the project site adjacent to a historical site** (Albion, 2024)".*

In fact, however, the "*ARCHAEOLOGICAL INVENTORY AND EVALUATIONOF THE U.S. LIGHTHOUSE RESERVATION PACIFIC GROVE, MONTEREY COUNTY, CALIFORNIA by ROB EDWARDS and GARY S. BRESCHINI, November 1977",* conducted for the U. S. Coast Guard as part of the anticipated transfer of the Lighthouse Reservation including Crespi Pond to the City of Pacific Grove as required by the Federal Land Policy and Management Act of 1976 concluded:

> ***"The conclusions that were produced*** **[for the Lighthouse Reservation]** ***property contains nine prehistoric archaeological sites, forming a highly significant community from which a detailed understanding of the past can be obtained, and which should be nominated*** **[as an archaeological district]** ***to the National Register of Historic Places."***

Furthermore, the 1977 archaeological survey found:

"*The opportunity to conduct research in such a community, and to gain a detailed understanding of one such area will then be of great importance to adjacent regions. . . they constitute a tremendously valuable resource for several reasons--they are possibly the best-preserved community on the Monterey Peninsula"*

LCP LUP POLICY CRS-3 requires: "*The City shall require new development to prepare an archaeological report by a qualified professional and, where appropriate, shall require mitigation measures to adequately protect and preserve potential archeological resources."*

There is substantial evidence that the project site is part of an important archaeological district, and the project could result in significant adverse effects, not less-than-significant impacts. Pursuant to CRS-3, the archaeological report must be revised to protect the archaeological resources, and the project may require an EIR.

F-4

4) **RECREATIONAL RESOURCE.** Crespi Pond is a unique recreational resource that is an integral part of the Lighthouse Reservation property has existed for many centuries before the golf course was installed in 1959. The LCP LUP designates it as Open Space- Recreation and provides:

"[Crespi Pond] is a unique resource that provides habitat for wildlife, opportunities for birdwatching and scientific study, *and is considered an Environmentally Sensitive Habitat Area (ESHA) under the California Coastal Act (Coastal Act)."*

And,

"***Crespi Pond provides a stopping place for migrating bird species including terns, gulls, many species of ducks, and Canada geese; and hundreds of different birds continue to be sighted. It is a site for ornithological studies and is of interest to the scientific community".*** (LCP LUP, p. 40)

Thus, protection, restoration and enhancement of the Crespi Pond should take precedence over the estuary's use as a hazard feature in the golf course, including to prevent its pollution from chemicals used on the golf course that are harmful to the water quality and wetland habitat. The Crespi Pond estuary per se should not serve as a filter, siltation pit or sedimentation trap.

F-5

In compliance with **LCP LUP Policy MAR-1, 2, 3, 6 & 8**; the IS/MND mitigation measures should include a designed 100-foot buffer to filter runoff from the golf course including silt fences, silt ponds, and sediment traps and a catch filter pit system above and around the estuary. A linear drain should be installed on the inland edge of Ocean View Boulevard to direct street runoff to the City's sewer sump pump. F-6

5) BIOLOGICAL RESOURCES, HYDROLOGY AND WATER QUALITY.

The boundaries of the wetland depicted in the report appear to be arbitrary (see "Final Comments" below). The IS/MND Crespi Pond Biological Resources Report's "Wetland" study examined the soil and plants at several locations in and adjacent to the existing pond, however, it did not examine areas for potential hydric soils observed to flow into the pond and flood surrounding areas. In particular, the brook in and around the Monterey Cypress Trees located east of the pond, and in the soggy areas of the so-called driving range between the trees and pond may be hydric soils. See photos below: F-7



Looking west through trees and across the Driving Range (February 2019)



Brook - Looking Southwest across Driving Range (March 2024)

The areas around the estuary should be tested for hydric soils and the project should be modified with mitigation measures to protect and restore them with a 100-foot buffer filter zone.

F-7

6) GEOLOGY AND PUBLIC ACCESS.

The IS/MND does not appear to address potential adverse impacts from flooding in the low-lying flood-prone areas as evidenced during high wave events severe winter storms or king high tides. Waves that wash over Ocean View Boulevard flow into Crespi Pond carrying deposits of organic materials, sand and boulders (see photos below). The IS/MND does not appear to address potential hazards due to wave runup or address potential impacts from Sea Level Rise. Ocean waves flood the Coastal Trail, road and Crespi Pond with vegetation, boulders and salt water and interfere with public access to and along the shoreline. See photos below.





Looking west at Ocean View Blvd. and Crespi Pond (January 2023)



F-8

December 1, 2025
Mr. Daniel Gho, Director
RE: **DRAFT INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**
Crespi Pond Vegetation Management Project, SUPPLEMENTAL COMMENTS

Apparently, the City is in violation of the Coastal Commission's 2015, Five-year permit (CDP # 3-14-0375-W) for its failure to conduct the vegetation of Crespi Pond maintenance annually. F-9

The City should mitigate its failure to manage the estuary by engaging a licensed civil engineer to prepare a detailed topographic recorded survey and photo-documentation to ensure that this resource is properly recorded in a reliable manner, including to map the topography and precise boundaries of the estuary for the current project, and long-term protection and future plans to enhance Crespi Pond. The recorded survey would provide a baseline for the estuary size, areas of open water and vegetation, and condition, as well as use for future studies. It should set permanent monument offset markers from the pond delineating the boundary of the estuary and wetland buffer areas. F-10

The stated goal of the IS/MND is "… ***to enhance wildlife habitat at Crespi Pond …"*** To achieve that goal and to implement the policies of the LCP LUP, the highest priority for Lighthouse Reservation as a municipal park and recreational use should be preservation and enhancement of Crespi Pond. To achieve that goal, the IS/MND should provide alternatives to **prevent** the chemical "action levels" from exceeding the acceptable water quality standards for Crespi Pond. Additionally, the project design should incorporate solutions to reduce siltation and sedimentation in the estuary by providing adequate filtration barriers, diverter channels, siltation ponds and filter systems. F-11

Also, "… ***to enhance wildlife habitat at Crespi Pond …"*** the golf course layout or rules should be modified to prevent pollution from golf balls entering in Crespi Pond. F-12

The 2024 Archaeological Report used for the IS/MND must be corrected to accurately address the findings and conclusions in the 1977 Edwards and Breschini report to the U.S. Coast Guard and recommend adequate mitigation measures. F-13

Respectfully,

Tony Ciani
Tony Ciani

Cc: Pacific Grove City Council, Planning Commission, Beautification and Natural Resources Commission, Historical Resources Committee, California Coastal Commission, Monterey Audubon Society, US Fish and Wildlife (Ventura Fish and Wildlife Office), Monterey Bay National Marine Sanctuary – Water Quality Report (Lindsay Brown, Urban Water Quality Program Coordinator)

DRAFT
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
Crespi Pond Vegetation Management Project

October 2025

Prepared By:

City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Contact: Daniel Gho

Prepared with the Assistance of:

Denise Duffy & Associates, Inc.
947 Cass Street, Suite 5
Monterey, California 93940

Contact: Erin Harwayne

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APPENDICES

Appendix A – Biological Resources Assessment Report

Acronyms and Abbreviations

Acronym/Abbreviation	Definition
3CE	Central Coast Community Energy
AAM	Annual Arithmetic Mean
APN	Assessor's Parcel Number
AQMP	Air Quality Management Plan
ARB	Air Resources Board
CAAQS	California Ambient Air Quality Standards
CALFIRE	California Department of Forestry and Fire Protection
Caltrans	California Department of Transportation
CCAA	California Clean Air Act
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFC	Chlorofluorocarbons
CH_4	Methane
City	City of Pacific Grove
CNEL	Community Noise Equivalent Level
CNPPA	California Native Plant Protection Act
CO_2	Carbon Dioxide
CO_{2e}	Carbon Dioxide Equivalent
CO	Carbon Monoxide
CRHR	California Register of Historical Resources
dB	Decibel
dBA	A-Weighted Decibel
CDC	California Department of Conservation
DTSC	Department of Toxic Substances Control
EIR	Environmental Impact Report
EPA	U.S. Environmental Protection Agency
ESA	Endangered Species Act
FCCA	Federal Clean Air Act
FMMP	Farmland Mapping and Monitoring Program
GHG	Greenhouse Gas
IS	Initial Study
IS/MND	Initial Study/Negative Declaration
Lbs/day	Pounds Per Day
L_{eq}	Equivalent Noise Level
LCP	Local Coastal Program
LRA	Local Responsibility Area
M1W	Monterey One Water
MBARD	Monterey Bay Air Resources District
MBTA	Migratory Bird Treaty Act
MBUAPCD	Monterey Bay Air Pollution Control District
MT/YR	Metric Tons Per Year
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NCCAB	North Central Coast Air Basin
NMFS	National Marine Fisheries Service
NO_2	Nitrogen Dioxide
NO_X	Nitrogen Oxides

Acronym/Abbreviation	Definition
NOAA	National Oceanic and Atmospheric Administration
NPL	National Priority List
O_3	Ozone
PF	Public Facility District
$PM_{2.5}$	Fine Particulate Matter
PM_{10}	Particulate Matter
PPB	Parts Per Billion
PPM	Parts Per Million
PRC	California Public Resource Code
ROG	Reactive Organic Gasses
RMP	Resource Management Plan
SB	Senate Bill
SO_2	Sulfur Dioxide
SRA	State Responsibility Area
USFWS	United States Fish and Wildlife Service
VMT	Vehicle Miles Traveled
VOC	Volatile Organic Compounds

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I. BACKGROUND INFORMATION

1. **Project Title:** Crespi Pond Vegetation Management Project

2. **Lead Agency Name and Address:** City of Pacific Grove. 300 Forest Avenue. Pacific Grove, CA 93950

3. **Contact Person and Phone Number:**
   Daniel Gho, Director of Public Works
   City of Pacific Grove
   (831) 648-5722 ext 4203
   dgho@cityofpacificgrove.org

4. **Project Location:** The Crespi Pond Vegetation Management Project (project or proposed project) is located at Point Piños in the City of Pacific Grove. The project site is immediately adjacent to Ocean View Boulevard, within the Point Piños Lighthouse Reservation between the 16th and 17th holes of the municipal golf course (see **Figure 1**). The proposed project is located in the Coastal Zone of Pacific Grove, within the jurisdiction of the City's Local Coastal Program (LCP). The proposed project is on Assessor's Parcel Number (APN) 007-011-006-000. The project is located approximately four miles northwest of State Route 1 (SR 1) and approximately one mile north of State Route (SR 68), which provide regional access to the area. Lighthouse Avenue and Asilomar Avenue connect the City to SR 1 and SR 68 and provide primary local access to the site.

5. **Project Setting:** Land uses surrounding the site include the municipal golf course, Ocean View Boulevard and the Monterey Bay Recreational Trail to the north, and residential developments to the east. The project site consists of Crespi Pond, which includes open water and emergent wetland habitat and is immediately surrounded by golf course turf.

6. **Project Description:** The proposed project consists of removing emergent vegetation to enhance wildlife habitat at Crespi Pond. Alteration of wetlands is generally prohibited by the City Land Use Plan (LUP). However, §2.2.4 of the City LUP provides an exception for maintenance of Crespi Pond (City of Pacific Grove, 2020). Emergent vegetation would be removed around the pond's perimeter and within a central portion of the pond to maintain approximately 70 percent open water habitat and 30 percent emergent vegetation. Approximately 0.55 acre (43 percent) of emergent vegetation in the pond is proposed for removal and would consist primarily of California tule (*Schoenoplectus californicus*) with a lesser component of narrow-leaved cattail (*Typha angustifolia*).

7. **Acreage of Project Site:** The project site is approximately two (2) acres.

8. **Land Use Designations:** The City's Land Use Plan and Zoning Ordinance designate the project site as Open Space/Recreational Trail, which accommodates recreational uses, wildlife and forest preserves, parks, playgrounds, and public serving buildings, structures, and parking facilities (see **Figure 2**).

9. **Date Prepared:** October 8, 2025

10. **Prepared By:** Denise Duffy and Associates, Inc.

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II. DESCRIPTION OF PROJECT AND ENVIRONMENTAL SETTING

A. INTRODUCTION

This project description has been prepared for the proposed project, located in the City of Pacific Grove (City), within Monterey County, California (County). The following section is consistent with the requirements of the California Environmental Quality Act (CEQA) Guidelines §15124 to the extent that it is applicable to the project. The following sections contain a detailed description of the project location, existing setting, project components, and relevant project characteristics.

B. PROJECT LOCATION

The proposed project is located at Crespi Pond, which is situated within the Point Piños Lighthouse Reservation, between the 16th and 17th holes of the municipal golf course, in Pacific Grove, Monterey County, California (see **Figure 1**). The proposed project is in the Coastal Zone of Pacific Grove, on APN 007-011-006-000. The City of Pacific Grove Land Use Plan (City LUP, Figure 6: Coastal Zone Land Use Designations) designates the project site as Open Space Recreational (OS-R) and the City's Zoning Map classifies the site as Open Space (O), which accommodates recreational uses, wildlife and forest preserves, parks, playgrounds, and public serving buildings, structures, and parking facilities (see **Figure 2**). The municipal golf course immediately surrounds the project site. Additional surrounding land uses include Ocean View Boulevard and the Monterey Bay Coastal Trail to the north, residential development to the east, and the municipal golf course and Point Piños Lighthouse Reservation to the west.

C. EXISTING USE

Crespi Pond is a freshwater pond partially surrounded by fringe emergent wetland, located in the Coastal Zone of Pacific Grove. The pond has a maximum depth of approximately three feet and receives stormwater inputs as well as irrigation runoff and natural input from rainfall. It is a unique resource that provides habitat for wildlife, opportunities for birdwatching and scientific study, and is considered an Environmentally Sensitive Habitat Area (ESHA) under the California Coastal Act (Coastal Act). Crespi Pond is also a feature of the municipal golf course and creates a water hazard for golf play between the 16th and 17th holes. Crespi Pond occasionally goes dry in drought years and when full, discharges through a culvert beneath Ocean View Boulevard to the adjacent beach.

Historically, the City has periodically performed removal of emergent vegetation under a Coastal Development Permit (CDP) or CDP Waiver issued by the California Coastal Commission (CCC) to maintain a balance of approximately 70 percent open water habitat and 30 percent emergent wetland habitat within Crespi Pond. The City has not performed vegetation maintenance at Crespi Pond since approximately 2015 due to the expiration of previous authorizations from the Coastal Commission. Since that time, emergent vegetation has expanded to occupy approximately 80 percent of the pond's surface area. Therefore, the City intends to reinitiate removal of emergent wetland vegetation at Crespi Pond under a new CDP with a five (5)-year term to restore the balance of open water and vegetated habitats. Vegetation maintenance is expected to occur approximately every other year.

D. PROJECT DESCRIPTION

The Proposed project consists of removing emergent vegetation to enhance wildlife habitat at Crespi Pond. Alteration of wetlands is generally prohibited by the City LUP. However, §2.2.4 of the City LUP provides an exception for maintenance of Crespi Pond (City of Pacific Grove, 2020). Emergent vegetation would be removed around the pond's perimeter and within a central portion of the pond to maintain approximately 70 percent open water habitat and 30 percent emergent vegetation. Approximately 0.55 acre (43 percent) of

emergent vegetation in the pond is proposed for removal and would consist primarily of California tule (*Schoenoplectus californicus*) with a lesser component of narrow-leaved cattail (*Typha angustifolia*).

The work would be performed using a barge-mounted hydraulic arm and clam bucket attachment (i.e., Aquamog). Food-grade, biodegradable hydraulic fluid would be used for lubricating and powering the equipment. The barge would be launched from the northern bank of the pond into the remaining area of open water and emergent vegetation would be removed down to the root mass. Removal of the root zone may deepen the pond between approximately one (1) and two (2) feet. As vegetation is removed, it would be piled along the edge of the pond to allow vegetation to dry. Once the piles of vegetation have been sufficiently dried, removed vegetation will be loaded using an excavator into dump trucks for off-haul and proper disposal as green waste. Project activities would occur over an anticipated 20 to 25 days and would occur between September 15 and February 1 to avoid impacts to nesting raptors and other protected avian species.

E. PROJECT GOALS AND OBJECTIVES

The goal of the proposed project is to promote a balance of vegetated and open water habitats to enhance wildlife habitat at Crespi Pond, through removal and management of emergent vegetation.

F. PROJECT APPROVALS AND PERMITS REQUIRED

The proposed project involves authorization of a new CDP from the City. The CDP would authorize long-term vegetation maintenance activities for a limited five-year term. Additionally, the applicant may need to acquire a California Department of Fish and Wildlife (CDFW) regulatory permit (i.e., Lake and Streambed Alteration Agreement).



Project Location

Date
1/27/2025

Scale
1 in = 374 ft

Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

Figure
1

Path: C:\GIS\GIS_Projects\2023-83 Crespi Pond\Crespi Pond ISMND Figures.aprx



Project Site and Surrounding Land Uses

Date
1/27/2025

Scale
1 in = 383 ft

Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

Figure
2

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III. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED AND DETERMINATION

A. FACTORS

The environmental factors identified below are discussed within Section *VI. Environmental Checklist*. The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Less-Than-Significant Impact with Mitigation Incorporated" as indicated by the checklist on the following pages. Sources used for analysis of environmental effects are cited throughout Section *VI. Environmental Checklist* and listed in Section *IX. References*.

☐ Aesthetics	☐ Agriculture/Forestry Resources	☐ Air Quality
☒ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology and Soils	☐ Greenhouse Gas Emissions	☒ Hazards/Hazardous Materials
☒ Hydrology/Water Quality	☐ Land Use/Planning	☐ Mineral Resources
☐ Noise	☐ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☒ Mandatory Findings of Significance

B. DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature _____ Date _____

Daniel Gho, Director, Public Works Department

IV. EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on project-specific screening analysis).

2) All answers must consider the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less-than-significant with mitigation, or less-than-significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less-Than-Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less-Than-Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less-than-significant level.

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

    a) Earlier Analysis Used. Identify and state where they are available for review.

    b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

    c) Mitigation Measures. For effects that are "Less-than-Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.

8) The explanation of each issue should identify:

    a) The significance criteria or threshold, if any, used to evaluate each question; and

    b) The mitigation measure identified, if any, to reduce the impact to less than significance.

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V. ENVIRONMENTAL CHECKLIST

1. AESTHETICS

Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Have a substantial adverse effect on a scenic vista?	☐	☐	☒	☐
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c)	In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Environmental Setting

The project is at Crespi Pond, located in the Point Piños Lighthouse Reservation between the 16th and 17th holes of the municipal golf course in Pacific Grove. The project site is in the Coastal Zone, adjacent to Ocean View Boulevard, the Monterey Bay Coast Trail, and the Pacific Ocean to the north. The proposed project is within the jurisdiction of the City of Pacific Grove General Plan (City General Plan) and the City LUP, which establish goals and provide guidance for protecting scenic resources in the project vicinity. The City General Plan and LUP designate the coastline north of Ocean View Boulevard as a Scenic Area and require "preservation and enhancement of public views to and along the ocean and scenic coastal areas" (City of Pacific Grove, 2020).

The State Scenic Highways Program is designed to protect and enhance the natural scenic beauty of California highways and adjacent corridors through special conservation treatment. The nearest designated scenic highway is SR 1, located approximately four miles southeast of the proposed project. SR 68 is approximately one mile south of the proposed project and is eligible for listing as a scenic highway (Caltrans, 2024). The project site is not visible from these highways.

Discussion/Mitigation

a) and c) Less-Than-Significant Impact. The proposed project is located between the 16th and 17th holes of the City's municipal golf course, within an urbanized landscape that includes residences, roadways, and recreational open space. The project site is adjacent to Ocean View Boulevard and in view of the coastline, which is a designated Scenic Area (City of Pacific Grove, 2020). The project would require the use of barge-mounted equipment for vegetation removal and dump trucks to haul vegetation offsite. As a result, the

proposed project could temporarily impact views from a scenic vista. However, all impacts would be temporary and would cease following project activities. Additionally, impacts would primarily be intermittent, as people using the golf course, Monterey Bay Coast Trail, and Ocean View Boulevard would generally be moving and would be exposed to views of equipment or vehicles related to project activities for a short duration. Additionally, because the project site is south of Ocean View Boulevard, impacts are unlikely to substantially degrade views, as most recreational users and residents would be enjoying views of the coastline and Pacific Ocean, north of Ocean View Boulevard, and views would not be obstructed by project equipment or project activities.

The project is governed by the City General Plan and City LUP, which require preservation and enhancement of public views to and along the ocean and scenic coastal areas. As discussed above, the proposed project would require temporary use and staging of equipment on the project site, which may temporarily and intermittently impact views for users of the golf course; however, the project would not substantially obstruct views of the ocean and would not involve construction or new development at the site. Therefore, the project would not conflict with the City's General Plan or LUP policies governing the site. The project site is zoned as Open Space, which accommodates recreational uses, wildlife and forest preserves, parks, playgrounds, and public serving buildings, structures, and parking facilities. All project activities would be temporary and would not include any development that could conflict with the City's zoning ordinance. For these reasons, the proposed project would result in a less-than-significant impact to a scenic vista, existing visual character of the site, quality of public views, and potential conflicts with applicable zoning and other regulations governing scenic quality.

b) and d) No Impact. The proposed project would not damage scenic resources within a state scenic highway. The project site includes scenic resources (i.e. Crespi Pond); however, the project site is not within view of a state scenic highway. The nearest designated scenic highway is SR 1, located approximately four miles southeast of the Proposed project. SR 68 is approximately one mile south of the proposed project and is eligible for listing as a scenic highway, but is not an officially designated scenic highway (Caltrans, 2024). Due to distance and existing structures and vegetation, the project site is not visible from these highways. Therefore, no impact on scenic resources within a state scenic highway would occur. Similarly, the proposed project would not result in impacts related to light or glare. The project would not involve the construction of new development which could result in a new source of light or glare. Additionally, the proposed activities would not occur at night; therefore, no nighttime lighting would be required for the project. For these reasons, no impact would occur to scenic resources in a state scenic highway or as a result of additional light or glare.

Conclusion

The proposed project would have a less-than-significant impact on aesthetic resources.

2. AGRICULTURE AND FORESTRY RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forestry resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Environmental Setting

Department of Conservation's Farmland Mapping and Monitoring Program (FMMP)

The California Department of Conservation (DOC) identifies and designates important farmland throughout the state as part of the Farmland Mapping and Monitoring Program (FMMP). DOC classifies farmland as follows:

- Prime Farmland. Farmland with the best combination of physical and chemical features able to sustain long-term agricultural production. This land has the soil quality, growing season, and moisture supply needed to produce sustained high yields. These are Class I and Class II soils.

- Farmland of Statewide Importance. Farmland similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.
- Unique Farmland. Farmland of lesser quality soils used to produce the state's leading agricultural crops. This land is usually irrigated but may include non-irrigated orchards or vineyards as found in some climactic zones in California.
- Grazing Land. Government Code §65570(b)(3) defines Grazing Land as: "...land on which the existing vegetation, whether grown naturally or through management, is suitable for grazing or browsing of livestock." The minimum mapping unit for Grazing Land is 40 acres. Grazing Land does not include land previously designated as Prime Farmland, Farmland of Statewide Importance, Unique Farmland, or Farmland of Local Importance, and heavily brushed, timbered, excessively steep, or rocky lands which restrict the access and movement of livestock.
- Urban and Built-Up Land. Land occupied by structures with a building density of at least one (1) unit to 1.5 acres, or approximately six (6) structures to a 10-acre parcel. This land is used for residential, industrial, commercial, construction, institutional, public administration, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.
- Other Land. Land not included in any other mapping category. Common examples include low density rural developments; brush, timber, wetland, and riparian areas, not suitable for livestock grazing; confined livestock, poultry, or aquaculture facilities; strip mines, borrow pits; and water bodies smaller than 40 acres. Vacant and nonagricultural land surrounded by urban development and greater than 40 acres is mapped as Other Land.

The proposed project is in the City of Pacific Grove, located on the municipal golf course. The project site and surrounding land is classified as "Urban and Built-Up" and "Other" land. No commercial agriculture or forestry land is located within or surrounding the project site (DOC, 2022).

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, is the State's primary program aimed at conserving private land for agricultural use. The DOC prepares countywide maps of lands enrolled in the Williamson Act contracts. The Williamson Act provides a voluntary, locally administered program offering reduced property taxes on lands whose owners place enforceable restrictions on land use through contracts between the individual landowners and local governments. The proposed project is not on or adjacent to any Williamson Act contracted lands (DOC, 2023).

Discussion/Mitigation

a) – e) No Impact. The proposed project is located between the 16th and 17th holes of the City's municipal golf course. The project is surrounded by urbanized landscape (i.e., residences, roadways, recreational open space). No agricultural or forestry land is located at the project site or within the project vicinity. As a result, the proposed project would have no impact on the conversion of any condition of farmland, Williamson Act contracts, forestry production, and would not impact the environment in such a way as to encourage the conversion of agricultural or forestry resources.

Conclusion

The proposed project would have no impact on agricultural and forestry resources.

3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality?	☐	☐	☒	☐
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Environmental Setting

The project site is located within the North Central Coast Air Basin (NCCAB), which encompasses Santa Cruz, San Benito, and Monterey counties. The NCCAB is under the jurisdiction of the Monterey Bay Air Resources District (MBARD). Air quality within the NCCAB is regulated by the U.S. Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the Monterey Bay Air Resources District (MBARD). Each agency provides rules, regulations, and policies to attain air quality goals.

U.S. Environmental Protection Agency

The EPA implements national air quality programs and mandates come from the Federal Clean Air Act (FCAA). The EPA also establishes National Ambient Air Quality Standards (NAAQS) for common air pollutants, known as criteria air pollutants. The NAAQS are summarized in **Table 3-1** below.

California Air Resources Board

CARB is the agency responsible for oversight of state and local air pollution control programs and for implementing the California Clean Air Act (CCAA). CARB sets emission standards for motor vehicles, which differ depending on factors such as model, year, fuel, and engine used. CARB also establishes California Ambient Air Quality Standards (CAAQS), which are often more stringent than NAAQS. The CAAQS are summarized in **Table 3-1** below.

Table 3-1. Summary of National Ambient Air Quality Standards

Pollutant	Average Time	California Standards*	National Standards* (Primary)
Ozone (O_3)	1-hour	0.09ppm	–
Ozone (O_3)	8-hour	0.070ppm	0.070ppm
Particulate Matter (PM_{10})	AAM	20µg/m^3	–
Particulate Matter (PM_{10})	24-hour	50µg/m^3	150µg/m^3
Fine Particulate Matter ($PM_{2.5}$)	AAM	12µg/m^3	12µg/m^3
Fine Particulate Matter ($PM_{2.5}$)	24-hour	No Standard	35µg/m^3
Carbon Monoxide (CO)	1-hour	20ppm	35ppm
Carbon Monoxide (CO)	8-hour	9ppm	9ppm
Carbon Monoxide (CO)	8-hour (Lake Tahoe)	6ppm	–
Nitrogen Dioxide (NO_2)	AAM	0.030ppm	0.053ppm
Nitrogen Dioxide (NO_2)	1-hour	0.18ppm	0.100ppb
Sulfur Dioxide (SO_2)	AAM	–	0.03ppm
Sulfur Dioxide (SO_2)	24-hour	0.04ppm	0.14ppm
Sulfur Dioxide (SO_2)	3-hour	–	0.5ppm (1300µg/m^3) **
Sulfur Dioxide (SO_2)	1-hour	0.25ppm	75ppb
Lead	30-day Average	1.5µg/m^3	–
Lead	Calendar Quarter	–	1.5µg/m^3
Lead	Rolling 3-Month Average	–	0.15µg/m^3
Sulfates	24-hour	25µg/m^3	No Federal Standards
Hydrogen Sulfide	1-hour	0.03ppm (42µg/m^3)	No Federal Standards
Vinyl Chloride	24-hour	0.01ppm (26µg/m^3)	No Federal Standards
Visibility-Reducing Particle Matter	8-hour	Extinction coefficient: 0.23/kilometer-visibility of 10 miles or more (0.07-30 miles or more for Lake Tahoe) due to particles when the relative humidity is less than 70 percent.	No Federal Standards

ppm=parts per million; ppb=parts per billion; AAM=Annual Arithmetic Mean; µg/m^3=micrograms per cubic meter
*For more information on standards visit: http//www.arb.ca.gov.research/aaqs/aaqs2.pdf
**Secondary Standard
Source: ARB, 2024; AMBIENT, 2024a

Monterey Bay Air Resources District

MBARD is the agency responsible for monitoring compliance with NAAQS and CAAQS in the NCCAB. MBARD is responsible for preparing plans for attainment of ambient air quality standards, adopting and enforcing rules and regulations concerning sources of air pollution, responding to citizen complaints,

monitoring ambient air quality and meteorological conditions, and implementing programs and regulations required by the FCAA and the CCAA (MBARD, 2008). The most recent air quality management plan (AQMP) is from 2012-2015 and focuses on achieving the state ozone standards. MBARD has also produced the 2014 *Plug-In Electric Vehicle Readiness Plan* and the 2007 *Federal Maintenance Plan* for maintaining federal ozone standards. NCCAB Attainment Status to National and California Ambient Air Quality can be found in **Table 3-2** below.

Table 3-2. Attainment Status for the NCCAB

Pollutants	State Designation	Federal Designation
Ozone (O_3)	Nonattainment – Transitional	Attainment
Inhalable Particulates (PM_{10})	Nonattainment	Attainment
Fine Particulates ($PM_{2.5}$)	Attainment	Attainment
Carbon Monoxide (CO)	Monterey Co. – Attainment	Attainment
Carbon Monoxide (CO)	San Benito Co. – Unclassified	Attainment
Carbon Monoxide (CO)	Santa Cruz Co. – Unclassified	Attainment
Nitrogen Dioxide (NO_2)	Attainment	Attainment
Sulfur Dioxide (SO_2)	Attainment	Attainment
Lead	Attainment	Attainment

Source: MBARD, 2017.

Sensitive Receptors

Sensitive receptors are defined as facilities where sensitive population groups are located, including residences, schools, childcare centers, convalescent homes, and medical facilities. Land uses such as schools and hospitals are considered more sensitive than the general public to poor air quality because of an increased susceptibility to respiratory distress within the populations associated with these uses. The nearest residential land uses are located approximately 540 feet east of the project site, across the municipal golf course and Asilomar Avenue.

Thresholds of Significance

MBARD provides guidance in assessing air quality impacts for projects. In 2008, MBARD adopted new CEQA Air Quality Guidelines that included thresholds of significance to assist in the review of projects under CEQA. Furthermore, the 2016 report, *Guidelines for Implementing the California Environmental Quality Act,* summarizes the significance thresholds. The significance thresholds, all of which except greenhouse gas (GHG) emissions, are adopted thresholds of the MBARD and used in this analysis and summarized in **Table 3-3**.

Table 3-3. Air Quality Significance Thresholds for Construction and Operational Emissions

Criteria Pollutant	Construction Thresholds	Operational Thresholds
	Construction of the Project (lbs/day)	Operation of the Project (lbs/day)
Nitrogen Oxides (NO_X)	137	137
Reactive Organic Gasses (ROG)	137	137
Particulate Matter (PM_{10})	82	82
Fine Particulate Matter ($PM_{2.5}$)	55	55
Carbon Monoxide (CO)	550	550

Discussion/Mitigation

a) No Impact. CEQA Guidelines Section 15125(b) requires that a project be evaluated for consistency with applicable regional plans, including the AQMP. The most recent AQMP update was approved in March 2017. This plan addresses attainment of the State ozone standards and federal air quality standard. The AQMP accommodates growth by projecting growth in emissions based on population forecasts prepared by the Association of Monterey Bay Area Governments (AMBAG) and other indicators. Consistency determinations are issued for commercial, industrial, residential, and infrastructure-related projects that have the potential to induce population growth. A project is considered inconsistent with the AQMP if it has not been accommodated in the forecast projects considered in the AQMP. The proposed project involves vegetation management activities at Crespi Pond. As such, the project would not involve construction or new development which would induce population growth. Therefore, no impact would occur due to conflicts or obstruction of implementation of the applicable air quality plan.

b) – d) Less-Than-Significant Impact. The proposed project would not result in a substantial increase in any criteria pollutants. **Table 3-3**, above, defines the significance thresholds for construction and operational emissions. The proposed project would temporarily increase emissions from vehicle trips during project activities; however, these emissions would be limited to approximately 20 total trips for the duration of the project (see **Section 17, Transportation** for additional detail). Additionally, the project would disturb approximately 0.55 acre within the pond and would not result in generation of fugitive dust, as all vegetation removal would occur in wetted soils associated with the pond. The project would not change the existing land use and all air quality impacts would be temporary. Additionally, the nearest sensitive receptors in the vicinity of the project site consist of residences located approximately 540 feet east of the project site, across the municipal golf course and Asilomar Avenue. These receptors would not experience substantially increased exposure to pollutant concentrations or odors due to intervening distance and location on the sea bluff, where prevailing winds are likely to quickly dissipate emissions, including odors, before emissions are able to reach receptors in the project vicinity. For these reasons, the project would result in a less-than-significant impact related to a net increase of criteria pollutants or exposure of sensitive receptors to substantial pollutant concentrations or other emissions, such as odors.

Conclusion

The proposed project would have a less-than-significant impact on air quality.

4. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☒	☐	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☒	☐	☐
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☒	☐	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☒	☐	☐
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Environmental Setting

The project is located in the City of Pacific Grove, which encompasses approximately four (4) square miles of urban land, open space, and a variety of natural habitats including sandy beach, coastal dunes, coastal bluff, wetland, pine forest, and rocky intertidal. The City also contains diverse flora and fauna, including rare, uncommon, and sensitive species (City of Pacific Grove, 1994 and 2020) which are protected under the following federal, state, and local laws and policies.

The Migratory Bird Treaty Act (MBTA) establishes special protection for migratory birds by regulating hunting or trade in migratory birds. The MBTA prohibits anyone to take, possess, buy, sell, purchase, or barter any migratory birds listed in 50 CFR 10, including feathers or other part, nests, eggs, or products, except as allowed

by implementing regulations (50 CFR 21). The definition of "take" includes any disturbance that causes nest abandonment and/or loss of reproductive effort (e.g., killing or abandonment of eggs or young).

Provisions of the Endangered Species Act (ESA) of 1973 (16 USC 1532 et seq., as amended) protect federally listed threatened or endangered species and their habitats from unlawful take. Listed species include those for which proposed and final rules are published in the Federal Register. The ESA is administered by the U.S. Fish and Wildlife Service (USFWS) or National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS). In general, NMFS is responsible for the protection of ESA-listed marine species and anadromous fish, whereas other listed species are under USFWS jurisdiction. Section 9 of ESA prohibits the take of any fish or wildlife species listed under ESA as endangered or threatened. Take, as defined by ESA, is "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct." The ESA defines harm as "any act that kills or injures the fish or wildlife…including significant habitat modification or degradation that significantly impairs essential behavioral patterns of fish or wildlife." Additionally, Section 9 prohibits removing, digging up, and maliciously damaging or destroying federally listed plants on sites under federal jurisdiction. Section 9 does not prohibit the take of federally listed plants on sites not under federal jurisdiction. If there is the potential for incidental take of a federally listed fish or wildlife species, take of listed species can be authorized through either the Section 7 consultation process for federal actions or a Section 10 incidental take permit process for non-federal actions. Federal agency actions include activities on federal land, conducted by a federal agency, funded by a federal agency, or authorized by a federal agency (including issuance of federal permits).

The California Endangered Species Act (CESA) was enacted in 1984. The California Code of Regulations (Title 14, §670.5) lists animal species considered endangered or threatened by the state. Section 2090 of CESA requires state agencies to comply with endangered species protection and recovery and to promote conservation of these species. Section 2080 of the Fish and Game Code prohibits "take" of any species the commission determines to be an endangered species or a threatened species. Section 86 of the Fish and Game Code defines "take" as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." Section 2081 Incidental Take Permit from the CDFW may be obtained to authorize "take" of any state listed species.

The California Native Plant Protection Act (CNPPA) of 1977 directed CDFW to conduct the legislature's intent to "preserve, protect and enhance rare and Endangered plants in the State." The CNPPA prohibits importing rare and Endangered plants into California, taking rare and Endangered plants, and selling rare and Endangered plants. The CESA and CNPPA authorized the Fish and Game Commission to designate endangered, threatened, and rare species and to regulate the taking of these species (Sec. 2050-2098, Fish and Game Code). Plants listed as rare under the CNPPA are not protected under CESA; however, these plants may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research.

Section 3503 of the state Fish and Game Code states that it is "unlawful to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto." Section 3503.5 prohibits the killing, possession, or destruction of any birds in the orders Falconiformes or Strigiformes (birds-of-prey). Section 3511 prohibits the take or possession of fully protected birds. Section 3513 prohibits the take or possession of any migratory nongame birds designated under the federal Migratory Bird Treaty Act. Section 3800 prohibits the take of nongame birds.

The classification of Fully Protected was the state's initial effort in the 1960's to identify and provide additional protection to those animals that were rare or faced extinction. Lists were created for fish (Section 5515), mammals (Section 4700), amphibians and reptiles (Section 5050), and birds (Section 3511). Most Fully Protected species have also been listed as threatened or endangered species under the more recent endangered species laws and regulations. Fully Protected species may not be taken or possessed at any time and no licenses

or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock.

The CDFW also maintains a list of wildlife "species of special concern." Although these species have no legal status, the CDFW recommends considering these species during analysis of project impacts to protect declining populations and avoid the need to list them as endangered in the future.

The Natural Resources Element of the City's General Plan and the Natural Systems and Resource Management chapter of the City's LUP identify policies to protect biological resources within the City. The City General Plan and LUP identify policies aimed at reducing impacts on habitat and special-status species from new development. The City LUP generally prohibits alteration of wetlands; however, Section 2.2.4 of the LUP provides an exception for maintenance of Crespi Pond (LUP Policy MAR-2).

Denise Duffy & Associates (DD&A) prepared a Biological Resources Report (Biological Report) for the project site in February 2024 (**Appendix A**). The Biological Report summarizes the findings of a desktop review and field surveys at the project site conducted on January 9 and 29, 2024 and provides mitigation measures to ensure potential impacts from project activities are less-than-significant. The discussion and mitigation measures below are based on the findings and recommendations of the Biological Report.

Discussion/Mitigation

a) Less-Than-Significant with Mitigation Incorporated. The proposed project would involve removal of emergent vegetation in Crespi Pond. As such, project activities have the potential to impact nesting raptors and other nesting birds and may impact wintering state threatened tricolored blackbird (*Agelaius tricolor*). Raptors and other protected avian species have the potential to occur in the project area and tricolored blackbirds are known to occasionally utilize the project site during the fall and winter (i.e., non-breeding) months; if present, project activities could affect the behavior of wintering tricolored blackbirds (DD&A, 2024). Additionally, vegetation removal could result in direct impacts (e.g., destruction of nests, loss of eggs or nestlings) or indirect impacts (e.g., behavioral changes, nest abandonment) to nesting raptors or other nesting birds. Such impacts would be considered significant. **Mitigation Measures BIO-1** and **BIO-2** would be implemented to ensure these impacts are avoided or reduced to less-than-significant.

> **Mitigation Measure BIO-1:** *Conduct vegetation removal activities outside of the nesting season to avoid impacts to nesting bird species.* Vegetation removal activities shall occur between September 1 and February 1, outside of the breeding and nesting season, to avoid potential impacts to nesting raptors and other nesting avian species.
>
> **Mitigation Measure BIO-2:** *Conduct pre-construction surveys for tricolored blackbird prior to initiation of Project activities and perform daily monitoring during construction.* A pre-construction survey for tricolored blackbirds will be performed by a qualified biologist prior to initiation of project activities. The biologist will train a designated monitor on the construction crew to identify the species. Once the biologist is satisfied that the designated monitor can identify the species, that individual will conduct the surveys prior to each day's work. The biologist will remain on call and available to respond to the designated monitor's request to confirm a sighting. The biologist will conduct spot checks in addition to weekly visits to ensure the mitigation is being implemented in a satisfactory manner. If tricolored blackbirds are identified, project activities shall not be allowed to proceed until subsequent surveys can confirm that the birds have left the area of their own volition.

b) and c) Less-Than-Significant Impact with Mitigation Incorporated. The project contains sensitive habitats, including California bulrush marsh and ESHA associated with wetlands and open waters of Crespi Pond (see **Appendix A, Figure 3**). These sensitive habitats would be temporarily disturbed by vegetation removal, which would remove approximately 43 percent of the existing emergent wetland vegetation in the pond. This impact would be temporary, as emergent vegetation would re-colonize the pond over time. No

placement of fill or permanent changes to wetlands will result from the proposed project. Wetlands and open waters identified within the survey area are jurisdictional under the California Coastal Act and may also be regulated by CDFW under the Lake and Streambed Program. Unauthorized impacts to sensitive habitats could occur if construction activities were to occur outside of the proposed work limits or if construction activities result in erosion and sedimentation to adjacent habitats. Additionally, unauthorized impacts to sensitive habitats could occur if an accident during construction were to result in the release of hazardous materials into the adjacent sensitive habitats. Implementation of **Mitigation Measures BIO-3A – BIO-3C** would reduce these potentially significant impacts to a less-than-significant level.

> **Mitigation Measure BIO-3A:** *Limit future vegetation removal to minimize the loss of wetland function and habitat value.* Subsequent to the initial maintenance vegetation removal, vegetation removal will occur no more than once every two years and shall include the removal of no more than 50 percent of the emergent vegetation present at that time to minimize the scope and scale of the temporary loss of wetland function and habitat value.
>
> **Mitigation Measure BIO-3B:** *Avoid discharges of suspended sediment to the beach or Monterey Bay.* Project activities should be conducted when the water level in Crespi Pond is below the elevation of the overflow culvert to ensure that no water or suspended sediment is discharged to the adjacent beach or Monterey Bay. If project activities cannot be timed to avoid discharging water to the beach or Monterey Bay, a sediment filter shall be attached to the outlet pipe that connects Crespi Pond to the beach to ensure suspended sediments from project activities are not discharged to the beach or Monterey Bay.
>
> **Mitigation Measure BIO-3C:** *Store hazardous materials away from aquatic resources.* The contractor shall ensure that all equipment, fuels, lubricants, and solvents are stored in a designated staging area at least 100 feet from aquatic resources, throughout the duration of project activities.

d) Less-Than-Significant with Mitigation Incorporated. The project would not impact wildlife migratory corridors but could impede the use of nursery sites by temporarily reducing available emergent wetland habitat used by nesting birds (DD&A, 2024). Implementation of **Mitigation Measure BIO-3A**, described above, would reduce potential impacts related to use of nursery sites to a less-than-significant level.

e) and f) No Impact. The proposed project would not conflict with any local policy or ordinances protecting biological resources. The City LUP generally prohibits alteration of wetlands; however, Section 2.2.4 of the LUP provides an exception for maintenance activities in wetland habitat and ESHA at Crespi Pond (City of Pacific Grove, 2020; DD&A, 2024). Additionally, the project would not conflict with any provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan (DD&A, 2024). For these reasons, no impact would occur.

Conclusion

The proposed project would result in a potentially significant impact on biological resources that would be reduced to a less-than-significant level through implementation of the mitigation measures described in this section.

5. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to 15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

Environmental Setting

Cultural resources are defined as buildings, sites, structures, or objects, each of which may have historical, architectural, archaeological, or cultural importance. Significant cultural resources may be historical resources (i.e., cultural resources eligible for inclusion on the California Register of Historical Resources [CRHR]) or unique archaeological resources as defined in CEQA. Cultural resources encompass archaeological and historic resources as briefly summarized below:

- Archaeological Resources: Archaeology is the study of prehistoric human activities and cultures. Archaeological resources are associated with Indigenous cultures and historic-era settlement and are less than 10,000 years old.
- Historic Resources: Historic resources (extant buildings and structures) are associated with the more recent past. In California, historic resources are typically associated with the Spanish, Mexican, and American periods in the state's history and are usually less than 200 years old.
- Tribal Cultural Resources: Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either eligible or listed in the CRHR or local register of historical resources (PRC §21074).

CEQA requires regulatory compliance for projects involving historic resources throughout the state. Under CEQA, public agencies must consider the effects of their actions on historic resources (PRC §21084.1). The CEQA Guidelines define a significant resource as any resource listed in or determined to be eligible for listing in the CRHR [see PRC §21084.1 and CEQA Guidelines §15064.5 (a) and (b)].

Several sections of the California Public Resource Code (PRC) protect cultural resources located on public land. Under PRC §5097.5, no person shall knowingly and willfully excavate upon, or remove, destroy, injure, or deface, any historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site (including fossilized footprints), inscriptions made by human agency, rock art, or any other archaeological, paleontological, or historical feature situated on public lands, except with the express permission of the public agency that has jurisdiction over the lands. Violation of this section is a misdemeanor.

PRC §5097.98 states that if Native American human remains are identified within a project area, the landowner must work with the Native American Most Likely Descendant as identified by the Native American Heritage Commission (NAHC) to develop a plan for the treatment or disposition of the human remains and any items

associated with Native American burials with appropriate dignity. These procedures are also addressed in §15064.5 of the state CEQA Guidelines. California Health and Safety Code §7050.5 prohibits disinterring, disturbing, or removing human remains from a location other than a dedicated cemetery.

California Health and Safety Code §7050.5 regulates the treatment of human remains. In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site, or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined that the remains are not subject to his or her authority. If the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she shall contact the NAHC by telephone within 24 hours.

The City General Plan and LUP designate the entirety of the Pacific Grove Coastal Zone as an Archaeologically Sensitive Area (City of Pacific Grove, 2020). The City's LUP includes the following policies for the preservation of archaeological resources:

> Policy CRS-1: The City will conduct consultations with any federally-recognized California tribal government listed on the most recent notice of the United States Federal Register and any non-federally recognized California tribe listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission that identifies as native to the Monterey Peninsula, including the Ohlone Costanoan Esselen Nation, in accordance with state law.
>
> Policy CRS-2: The City will ensure the protection, preservation, and proper disposition of archaeological resources within the Coastal Zone by assessing the potential impact of proposed development and ensuring, to the maximum extent feasible, that tribal concerns are considered before actions on proposed development are taken and that such impacts are avoided, minimized, or mitigated in conformity with the Coastal Act and other applicable legal requirements.
>
> Policy CRS-3: The City will assist developers and landowners by providing early identification of sensitive sites so that archaeological resources can be considered and protected during the early phases of project design. The City shall require new development to prepare an archaeological report by a qualified professional and, where appropriate, shall require mitigation measures to adequately protect and preserve potential archeological resources.
>
> Policy CRS-4: The City will update the background information for all archaeological sites identified within the Coastal Zone to develop a current assessment of the resources' potential historical significance and evaluate their vulnerability to climate change, including those sites recommended or determined to be eligible for listing in either the National Register of Historic Places or the California Register of Historic Resources; and conduct the further research needed in order to determine the present condition of each site and to make an assessment of their potential eligibility for listing on either register, and therefore, their potential historical importance.

On September 24, 2024, the City initiated Native American consultation with the Esselen Tribe of Monterey County (ETMC) and the ETMC requested a cultural assessment of the project site be prepared. Albion prepared a Phase I Archaeological and Cultural Resources Assessment Report (Archaeological Report) for the proposed project in November 2024. Albion's assessment consisted of background research and field reconnaissance of the project area. Background research included comprehensive archival and background research and records search covering the project site. The following sources were consulted as part of the records search:

- National Register of Historic Places,
- California Register of Historical Resources,

- Office of Historic Preservation Archaeological Determinations of Eligibility,
- Northwest Information Center (NWIC),
- California State Historic Property Data Files,
- California Points of Historical Interest,
- California Historical Landmarks,
- Caltrans State and Local Bridge Survey, and
- Special Research Collections at the UCSB Library (Aerial Images and Historic Maps).

The field reconnaissance consisted of a pedestrian survey of the project area on November 6, 2024, to identify any previously unrecorded precontact or historic-era cultural resources and formally record existing improvements within the project area. The following discussion is based on the results and recommendations provided in Albion's Archaeological Report.

Discussion/Mitigation

a) No Impact. No historic resources are known to be on the project site. The project site is not a historical site, nor is the project site adjacent to a historical site (Albion, 2024). The nearest historic site is the Point Piños Lighthouse, located approximately 800 feet south of the proposed project. Project activities would be limited to the project site; therefore, project activities would not disturb the Point Piños Lighthouse. For these reasons, the proposed project would not impact historical resources.

b) – c) Less-than-Significant Impact. No known archaeological resources or human remains are located on the project site; however, several precolonial cultural sites are located within 0.25 miles of the proposed project (Albion, 2024). Due to the large number of cultural sites in the vicinity of the project site, Albion determined it is possible that at one point, the project site may have contained archaeological deposits. However, Albion concluded that because the project site was previously disturbed in association with the existing golf course, it is unlikely that intact archaeological deposits currently exist at the proposed project site (Albion, 2024). Similarly, no known human remains are known to be on the project site. Additionally, because geology and soils at the site date to the Mesozoic Period, Albion concluded the project site had a low sensitivity for buried precolonial sites (Albion, 2024). Therefore, it is unlikely any unknown human remains are located onsite. Furthermore, the project site was previously disturbed in association with prior vegetation removal activities and the proposed project would be required to comply with the provisions of a CDP issued by the City. Therefore, the proposed project CDP may include the following standard conditions for protecting cultural resources:

- *Inadvertent Discovery of Cultural Resources*. If archaeological resources are unexpectedly discovered during construction, work shall be halted within at least 150 feet of the find until it can be evaluated by a qualified professional archaeologist in collaboration with a Native American representative. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented by the City in coordination with a qualified professional archaeologist in collaboration with a Native American representative.
- *Inadvertent Discovery of Human Remains*. If, during the course of construction, human remains are uncovered at the site, work shall be halted immediately within 50 meters (165 feet) of the find and the County Coroner and a qualified archaeologist shall be notified to make further recommendations. No further ground-disturbing activities will occur at the site until the County Coroner has been contacted. If the County Coroner or qualified professional determines that the remains are of Native American origin and are prehistoric, the Native American Heritage Commission shall be contacted by the Coroner so that a "Most Likely Descendant" can be designated and recommendations for treatment solicited pursuant to CEQA Section 15064.5(e). Work shall not resume within the immediate vicinity of the discovery until the remains have been appropriately removed from the site.

Due to the low sensitivity of the project site to contain cultural resources or human remains and because the proposed project would include standard conditions to comply with the City-issued CDP, the proposed project would result in a less-than-significant impact related to cultural and archaeological resources and disturbance of human remains.

Conclusion

The proposed project would result in a less-than-significant impact on cultural resources.

6. ENERGY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

Environmental Setting

The project site lies within the service area of Central Coast Community Energy (3CE), a locally controlled public agency providing carbon-free electricity to residents and businesses. 3CE is based on a community choice aggregator model which is community focused and not for profit. 3CE is on track to provide 100 percent renewable energy by 2030. 3CE partners with the Pacific Gas & Electric Company (PG&E), which continues to provide billing, power transmission and distribution, customer service, grid maintenance services, and natural gas services to Monterey County (3CE, 2024).

Discussion/Mitigation

a) Less-Than-Significant Impact. The proposed project consists of vegetation removal using a barge-mounted Aquamog. As such, the project does not involve any operational energy use. Energy use would be limited to temporary worker vehicle energy consumption from commuting to and from the project site, and the use of food-grade hydraulic oil to power the Aquamog equipment. The proposed project would require four personnel onsite for a duration of up to 20 – 25 days and a minimum of 10 days. It is assumed that project personnel would take the most efficient routes to and from the project site to avoid wasteful or unnecessary fuel consumption. Additionally, given the limited worker vehicle trips and short duration of the project, the project would result in negligible energy use and would not result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources.

b) No Impact. The proposed project would use negligible energy and would therefore not conflict with or obstruct a state or local plan related to energy use. No impact would result from the proposed project.

Conclusion

The proposed project would have a less-than-significant impact on energy resources.

7. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly cause to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

Environmental Setting

California is one of the most active seismic regions in the United States. The project site lies within the Monterey Bay-Tularcitos fault zone. The nearest faults to the project site are the Hatton Canyon fault, which is a

quaternary fault located approximately 2.5 miles south-southwest of the project site and the Navy fault, a Holocene fault located approximately 2.0 miles northeast of the site (CDC, 2024a; Monterey County, 2024). The project site is also mapped as having low landslide, erosion, and liquefaction susceptibility and the City is considered an area of low susceptibility to lateral spreading (Monterey County, 2024; City of Pacific Grove, 1994).

Soils at the project site consist of Baywood sand. This soil type is typical of dunes, with underlying stabilized eolian sands as parent material. This soil is somewhat excessively drained, with a typical water table depth of 80 inches and very low runoff (NRCS, 2024). The project site does not contain known paleontological resources (Rosenberg and Clark, 2001).

Discussion/Mitigation

a.i) – a.iii) No Impact. The project site is not in an Alquist-Priolo earthquake fault zone (CDC, 2024a; Monterey County, 2024). The proposed project is in a seismically active region; however, no known faults are present within the project site. The nearest active fault to the project site is the Navy fault, located offshore approximately 2.0 miles from the proposed project. The nearest onshore fault to the proposed project is the Hatton Canyon fault, located approximately 2.5 miles south-southwest of the project (CDC, 2024a; Monterey County, 2024). The proposed project would not exacerbate the risk of strong seismic ground shaking or seismic-related ground failure. The project site is in an area of low liquefaction and lateral spreading susceptibility (Monterey County, 2024; City of Pacific Grove, 1994); therefore, ground failure is not expected at or in the vicinity of the project site in the event of an earthquake. Additionally, the project consists of using a barge-mounted Aquamog to remove vegetation from Crespi Pond. As such, the project does not include construction or operation which would increase exposure of people or buildings to increased risk of loss, injury, or death resulting from seismic hazards, including fault rupture. Therefore, no impact would occur.

a.iv) No Impact. Monterey County and the City General Plan identify the City as having a low landslide risk (Monterey County, 2024; City of Pacific Grove, 1994). Additionally, the project site is flat and is surrounded by a maintained golf course. The site is therefore not adjacent to any sloped areas that may be subject to a landslide. Therefore, the project would result in no impact related to landslides.

b) Less-Than-Significant Impact. The project is in an area with low erosion susceptibility (Monterey County, 2024); however, the proposed project would involve using barge-mounted equipment to remove vegetation within and along the perimeter of the pond. Temporary erosion could occur on the banks of the pond, where equipment is entering or exiting the pond; however, the area of disturbance would be limited to where equipment is entering and exiting the pond. Additionally, the pond banks are vegetated with grass associated with the golf course and the banks surrounding the pond are not generally exposed. Therefore, movement of equipment into and out of the pond is not expected to result in substantial erosional impacts. Vegetation removal would involve removing the root masses of plants within the pond. The vegetation that would be removed as part of the project is rooted to the pond floor as opposed to the pond's banks and is therefore not expected to result in bank erosion. For these reasons, the proposed project would have a less-than-significant impact on soil erosion or loss of topsoil. Please refer to **Section 4, Biological Resources** and **Section 10, Hydrology and Water Quality** for additional information on impacts related to erosion and sedimentation.

c) and d) No Impact. The project is in an area with low liquefaction potential, low landslide potential, and in an area with a low potential for lateral spreading (Monterey County, 2024; City of Pacific Grove, 1994). Additionally, soil at the project site consists of well-drained sandy soils. Expansive soils are those that comprise silty clay, which are relatively poorly drained and prone to shrinking and swelling in response to changes in moisture content (Rajapakse, 2016). The soils at the project site do not contain high clay content and are poorly drained; therefore the soil at the site is not considered expansive. Furthermore, the project consists of removing

vegetation using barge-mounted equipment and would not involve construction that could result in geotechnical impacts. Therefore, the project would have no impact related to unstable or expansive soils.

e) and f) No Impact. The proposed project does not require a septic tank or wastewater disposal systems. Therefore, no impact would occur due to presence of soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems.

The project site does not contain any paleontological resources or unique geological features. *Paleontological Resources of Monterey County, California* is a report detailing the location of paleontological resources of concern in Monterey County. The report includes geospatial data to help visualize the location of these resources across Monterey County. No paleontological or unique geologic features exist within or adjacent to the project site (Rosenberg and Clark, 2001). Therefore, the proposed project would have no impact on paleontological resources or unique geological features.

Conclusion

The proposed project would have a less-than-significant impact on geology and soils.

8. GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

Environmental Setting

Various gases in the earth's atmosphere, when naturally occurring or 'background' levels due to human activity, create a warming or greenhouse effect, and are classified as atmospheric greenhouse gases (GHGs). These gases play a critical role in determining the earth's surface temperature. Solar radiation enters the atmosphere from space and a portion of the radiation is absorbed by the earth's surface. The earth emits this radiation back toward space, but the properties of the radiation change from high-frequency solar radiation to lower-frequency infrared radiation. GHGs, which are transparent to solar radiation, are effective in absorbing infrared radiation. As a result, the radiation that otherwise would have escaped back into space is retained, resulting in a warming of the atmosphere known as the greenhouse effect. Among the prominent GHGs contributing to the greenhouse effect, or climate change, are carbon dioxide (CO_2), methane (CH_4), O_3, water vapor, nitrous oxides (NO_x), and chlorofluorocarbons (CFCs). Human-caused emissions of these GHGs in excess of natural ambient concentrations are responsible for the greenhouse effect. In California, the transportation sector is the largest emitter of GHGs.

The project is located in the NCCAB, where air quality is regulated by MBARD. MBARD has not yet adopted a threshold for construction-related GHG emissions but recommends utilizing thresholds set by neighboring districts (e.g., Sacramento Metropolitan Air Quality Management District [SMAQMD]). SMAQMD adopted an updated threshold based on the 2030 target year in April 2020. According to SMAQMD, project construction would result in a significant GHG-related impact if the project would emit more than 1,100 metric tons of Carbon Dioxide equivalent per year ($MTCO_{2e}$/yr). For operation of a stationary source project, MBARD states that a project would result in a significant impact if GHG emissions exceed 10,000 $MTCO_{2e}$/yr, which includes both direct and indirect GHG emissions. Direct emissions occur as a result of the equipment onsite as well as offsite emissions from commute trips and haul truck trips. Indirect emissions are those resulting from project actions but not produced from sources owned or controlled by a project (i.e., electricity generation, water conveyance, and waste disposal) (MBARD, 2016).

Discussion/Mitigation

a) Less-than-Significant Impact. The proposed project would consist of removing vegetation in Crespi Pond to enhance habitat. As such, the project would not involve construction or result in permanent increases in GHG emissions. All emissions would result from temporarily increased commutes to/from the pond during maintenance activities. The proposed project would require four personnel onsite for a duration of up to 20 – 25 days and a minimum of 10 days. Given the limited worker vehicle trips and short duration of the project, the project would result in negligible GHG emissions, far below the established significance thresholds

described above. Therefore, the project would result in a less-than-significant impact due to generation of GHGs. Please also refer to **Sections 3, Air Quality** and **6, Energy** for additional detail).

b) No Impact. The proposed project would consist of removing approximately 0.55 acre of vegetation in Crespi Pond. As such, the project would not result in a permanent increase in GHG emissions. Additionally, due to the small size and short duration of the proposed project (i.e., less than one acre of disturbance over a duration of up to 25 days), temporarily increased GHG emissions would be negligible and far below the established threshold of 1,100 $MTCO_{2e}$/yr for temporary emissions (also see *Discussion a)*, above). The project would therefore not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases and no impact would occur.

Conclusion

The proposed project would have a less-than-significant impact regarding GHG emissions.

9. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☒	☐	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☒	☐	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☒	☐

Environmental Setting

Hazardous materials, as defined by the California Code of Regulations, are substances with certain physical properties that could pose a substantial present or future hazard to human health or the environment when improperly handled, disposed of, or otherwise managed. Hazardous waste is any hazardous material that is discarded, abandoned, or slated to be recycled. Hazardous materials and waste can result in public health hazards if improperly handled, released into the soil or groundwater, or through airborne releases in vapors, fumes, or dust. Soil and groundwater having concentrations of hazardous constituents higher than specific regulatory levels must be handled and disposed of as hazardous waste when excavated or pumped from an

aquifer. Hazardous materials transport, use, and disposal is heavily regulated at the federal, state, and local levels. These regulations are applied on a project-specific basis as part of the permitting process.

Government Code Section 65962.5 requires California Environmental Protection Agency ("CalEPA") to develop a Cortese List that is updated at least annually. While CalEPA no longer maintains a single Cortese List, CalEPA uses the following database and list to meet the requirements of Government Code Section 65962.5.

- List of Hazardous Waste and Substances sites from Department of Toxic Substances Control (DTSC) EnviroStor database.
- List of Leaking Underground Storage Tank (LUST) Sites from the State Water Board's GeoTracker database.
- List of solid waste disposal sites identified by State or Regional Water Board with waste constituents above hazardous waste levels outside the waste management unit.
- List of "active" Cease and Desist Orders (CDO) and Clean-up and Abatement Orders (CAO) from State Water Board.
- List of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code, identified by DTSC.

In addition to these databases, the State Water Resources Control Board (SWRCB) and the DTSC maintain databases of other hazardous material release sites with documented environmental contamination (i.e., GeoTracker and EnviroStor). The DTSC regulatory search was conducted to identify if the project site is listed in any hazardous materials release databases. No hazardous material sites are identified as being located on or within close proximity of the project site (SWRCB, 2024a and 2024b).

Discussion/Mitigation

a) – b) Less-Than-Significant Impact with Mitigation Incorporated. Project activities would require the transport and use of potentially hazardous materials (e.g., lubricants, fuels). Food-grade, biodegradable hydraulic fluid would be used for lubricating and powering machinery used for vegetation removal and is generally considered safe when coming in contact with the public or the environment. However, the project would also involve the use of a dump truck and mini excavator, which utilize oil-based fuels and lubricants. If a leak or spill were to occur, this could result in a potentially significant impact to sensitive habitats, including ESHA. This potentially significant impact would be reduced to less-than-significant through implementation of **Mitigation Measure BIO-3c**, which requires all equipment, fuels, lubricants, and solvents be stored in a designated staging area at least 100 feet from aquatic resources, as described in **Section 4, Biological Resources**.

c) – f) No Impact. The proposed project is not located within 0.25 mile of a school, is not on a site included on a list of hazardous materials sites, and is not located within the boundaries of an adopted airport land use plan or within two miles of an airport. The nearest school is the Pacific Grove Adult Education Center, located approximately 0.7 miles southeast of the project site. The site is not on a list of hazardous materials sites (SWRCB, 2024a and 2024b). The nearest hazardous materials cleanup site is a State Response site with a certified Operations and Maintenance plan that requires only land use restrictions at the Point Pinos Lighthouse, located approximately 0.2 mile from the proposed project (SWRCB, 2024a). The Monterey Regional Airport is the closest airport to the project and is located approximately six miles from the proposed project. Additionally, the proposed project would not involve new construction or changes to the existing land use and is not located along an emergency evacuation route (City of Pacific Grove, 1994). Furthermore, all equipment and vehicles would be parked and staged off of roadways. Therefore, project activities would not impede emergency access

or conflict with an emergency response plan. For these reasons, the project would result in no impacts due to location near a school or airport, or on a site listed as a hazardous materials site or due to impairment or interference with implementation of an adopted emergency response plan or emergency evacuation plan.

g) Less-Than-Significant Impact. The proposed project would require the use of barge-mounted equipment requiring lubrication and fueling with hydraulic fluid. Use of equipment could result in mechanical fires; however, because the equipment would be used in a wetted pond, the risk of fire spreading due to project activities is considered low. Additionally, the project site is not in or near an area of high fire risk. Therefore, the project would result in a less-than-significant impact related to exposure of people and structures to wildfire. Please also refer to **Section 20, Wildfire** for additional detail regarding impacts related to wildfire.

Conclusion

The proposed project could result in a potentially significant impact that would be reduced to less-than-significant through implementation of **Mitigation Measure BIO-3c** (refer to **Section 4. Biological Resources**).

10. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☒	☐	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in substantial erosion or siltation on- or off-site?	☐	☒	☐	☐
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☐	☒
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
iv) Impede or redirect flood flows?	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☒	☐	☐

Environmental Setting

The project site consists of a wetland located between the 16th and 17th holes of the City's municipal golf course, in the City's Coastal Zone. The pond collects stormwater runoff from the golf course and acts as a detention basin, where sediments are able to settle before excess water overflows a weir located on the north end of the pond and is discharged to the Monterey Bay. Ongoing storage capacity maintenance of the pond helps to prevent direct discharge of surface waters into the stormwater system and thus minimizes stormwater pollution of discharges into the Monterey Bay (CCC, 2003).

The City's LUP identifies the following policies for protecting water quality which are applicable to the project:

Policy MAR-1: Protect the City of Pacific Grove's marine, coastal and tideland resources, including the waters and habitats of the Pacific Grove Area of Special Biological Significance, California State Marine Reserves and State Marine Conservation Areas, the Monterey Bay National Marine Sanctuary, and the California Coastal National Monument, all of which are vital to the community's environmental, economy and special character. The City will continue to work with the California Department of Fish and Wildlife, the National Oceanic and Atmospheric Administration, and the Bureau of Land Management in developing and maintaining a coordinated approach for enforcing federal, state, and local regulations protecting these unique areas.

Policy MAR-2: Wetlands including Crespi Pond and the Majella Slough riparian area shall be considered Environmentally Sensitive Habitat Areas, and governed by Coastal Act policies 30233, and 30240. No alteration of freshwater wetlands (including Crespi Pond and Majella Slough) shall be allowed, except for maintenance dredging and similar activities essential for restoration and/or enhancement of natural habitats, as well as other uses and development specified in the Biological Resources and Environmentally Sensitive Habitat Areas chapter of this Land Use Plan, and only where there is no feasible less environmentally damaging alternative and where feasible mitigation measures have been provided to minimize adverse environmental effects.

Policy MAR-3: To reduce the potential for degradation or impairment of water quality, including the Pacific Grove Marine Gardens State Marine Conservation Area and Area of Special Biological Significance, the City will continue to investigate and implement new measures to reduce potential pollutants in storm water and irrigation runoff and require the following:

- No diking, filling, dredging, or other uses inconsistent with the terms of the grant of tidal protection from the State of California or Coastal Act Policy 30233 shall be allowed in the City's tidelands.
- Development shall include specific measures to help reduce potential pollutants and water quality impairment, including controlling the disposal of chemicals and hazardous materials, controlling the use of pesticides and herbicides, maintaining existing storm water capture programs, applying low impact development designs and requiring on-site retention and/or reuse of runoff.
- The City will utilize ecologically responsible pest control methods and integrated pest management to the extent feasible on public property and encourage this practice on private property.
- Drainage plans and erosion, sediment and pollution control measures shall be required as conditions of approval of every application for new development that has the potential to impair water quality.
- Development that has the potential for water quality impairment shall, at a minimum, be designed to meet National Pollutant Discharge Elimination System stormwater runoff requirements.
- Construction phase storm water pollutant controls shall be required for development that has the potential for water quality impairment, including erosion controls, sediment traps and filtering of off-site storm water flows, capture of site-generated pollutant sources, street sweeping of dirt tracked offsite, litter control, post-construction monitoring, and other best management practices. Construction-phase water quality impacts shall be avoided by minimizing the disturbed area, phasing grading activities, implementing soil stabilization and pollution prevention measures, and preventing unnecessary soil compaction.

Policy MAR-8: Plan, site, and design development in a manner that maintains or enhances on-site infiltration, reduces runoff, minimizes the transport of pollutants in runoff generated from the development, and recharges groundwater. Runoff shall be appropriately collected, filtered, and treated by Best Management Practices (BMPs) to minimize pollutant loading to the maximum degree feasible.

Discussion/Mitigation

a), ci), and e) Less-Than-Significant Impact with Mitigation Incorporated. The proposed project would consist of removing emergent wetland vegetation to the root masses of plants within the pond using barge-mounted equipment. As such, the project would temporarily increase turbidity in the pond. Suspended sediments from project activities could enter the Monterey Bay if project activities occur when the water level of the pond is high enough to overflow the weir at the northern end of the pond, or if appropriate BMPs are not in place to prevent discharge of sediments into the Monterey Bay. This would constitute a potentially significant impact to water quality and may conflict with the region's water quality control plan, which generally prohibits discharge of sand, silt, clay and other earthen materials into waters of the State in quantities deleterious to fish, wildlife, and other beneficial uses (SWRCB, 2019). Therefore, the project would result in a potentially significant impact from violation of water quality standards, off-site siltation, or conflicts with a water quality control plan. These potential impacts would be reduced to less-than-significant through implementation of **Mitigation Measure BIO-3B**, which requires prevention of suspended sediment discharges to the beach or Monterey Bay, as described in **Section 4, Biological Resources**.

b) No Impact. The proposed project consists of vegetation management activities at Crespi Pond. The project would increase the storage capacity of the pond through removal of approximately 0.55 acres of emergent wetland vegetation. As such, the project would not require use of groundwater supplies nor would the project adversely interfere with groundwater recharge. Therefore, the project would result in no impact from substantially decreasing groundwater supplies or interfering with groundwater recharge such that the project may impede sustainable groundwater management of the basin.

c.ii) – c.iv) No Impact. The project would not alter the drainage pattern at the site such that the rate or amount of surface runoff would increase. The project site currently acts as a stormwater detention basin to allow sediments to settle prior to overflow waters to discharge into the Monterey Bay. The project would consist of vegetation removal, which would increase the storage capacity of the pond but would not change the existing use of the site. The project does not require grading, addition of new impervious surfaces, or other activities that would alter the course of any waterways or increase surface runoff. For these reasons, no impact would occur from increased surface runoff or from impeding or redirecting flows.

d) Less-Than-Significant Impact. The project site is not located in a FEMA flood hazard zone (FEMA, 2023); however, the proposed project is in the City's Coastal Zone and is in a tsunami hazard zone (CDC, 2024b). The proposed project consists of vegetation removal within the pond using barge-mounted equipment that would be fueled by food-grade biodegradable hydraulic fluid. Additionally, following removal, a dump truck would be used to haul vegetation for offsite disposal. If a tsunami were to occur during project activities, equipment could leak pollutants (e.g., fuel, lubricants) into Crespi Pond and/or the Monterey Bay. However, given the small scale of the project and the use of biodegradable fuel for vegetation removal equipment, release of pollutants from inundation would be greatly limited and temporary. Additionally, it is unlikely a large enough tsunami would occur during the limited duration of proposed project activities to result in inundation of the project site. The proposed project would not change the existing use of the site, nor would the project involve construction or installation of any infrastructure that could increase risk of the release of pollutants from inundation. For these reasons, the project would result in a less-than-significant impact related to the release of pollutants from inundation caused by a tsunami, seiche, or flooding.

Conclusion

The proposed project would result in a potentially significant impact to water quality that would be reduced to less-than-significant through implementation of **Mitigation Measure BIO-3B** (refer to **Section 4. Biological Resources**).

11. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

Environmental Setting

The proposed project consists of vegetation management at Crespi Pond, located in the Point Piños Lighthouse Reservation, between the 16th and 17th holes of the City's municipal golf course. The project site is in the jurisdiction of the City LUP and City General Plan, which designate land used in the City and provide guidelines and policies for managing various land uses within the City. The designated land use at the site is Open Space Recreation, which accommodates recreational uses, wildlife and forest preserves, parks, playgrounds, and public serving buildings, structures, and parking facilities (City of Pacific Grove, 2020; City of Pacific Grove, 2024).

Discussion/Mitigation

a) – b) No Impact. The project site is on the municipal golf course and consists of removing vegetation within the existing Crespi Pond. As such, the project would not change the existing land use on the site and would not divide an established community. Additionally, the City LUP allows for maintenance of Crespi Pond. Therefore, the project would not conflict with a land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating and environmental effect. For these reasons, no impact would occur from physically dividing an established community or conflicts with a land use plan, policy, or regulation.

Conclusion

The proposed project would not result in land use or planning impacts.

12. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Environmental Setting

Mineral resources are determined in accordance with the Surface Mining and Reclamation Act ("SMARA") of 1975, and the California Geological Survey which maps regional significance of mineral resources. The CGS delineates Mineral Resource Zones ("MRZs") based on their mineral resource potential. Additionally, the City General Plan identifies mineral resources within the City of Pacific Grove. The City is designated as a MRZ-3, "areas containing mineral deposits, the significance of which cannot be evaluated from available data" (City of Pacific Grove, 1994). The project site does not contain known valuable or locally important mineral resources (City of Pacific Grove, 1994; CGS, 2021).

Discussion/Mitigation

a) – b) No Impact. The project site is designated as an area containing mineral deposits; however, the significance of these deposits is unknown, as the deposits cannot be evaluated without detailed drilling. Additionally, because the City is nearly built-out, mineral extraction is precluded by development (City of Pacific Grove, 1994; CGS, 2021). Furthermore, the proposed project consists of vegetation management and would not involve construction requiring the use of mineral resources. Therefore, the project would result in no impact from loss of availability of a known mineral resource of value to the region or state, or from loss of availability of a locally important resource recovery site.

Conclusion

The proposed project would have no impact on mineral resources.

13. NOISE

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
b) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Environmental Setting

In the context of this document, "noise" is defined as unwanted sound. Environmental noise is frequently measured in decibels (dB). The A-weighted decibel (dBA) is used to reflect the human ear's sensitivity to sounds of different frequencies. On this scale, the sound level of normal talking is about 60 to 65 dBA. Because people are more sensitive to nighttime noise, sleep disturbance usually occurs at 40 to 45 dBA. The equivalent noise level (L_{eq}) is another widely used noise metric and represents an average, or weighted noise level over a specified time period.

Generally, noise levels diminish at a rate of six (6) dBA as the distance from the noise source doubles. Some land uses are more sensitive to noise than others. Noise-sensitive land uses are generally defined as residences, transient lodging, schools, hospitals, nursing homes, churches, meeting halls, parks, historic sites, cemeteries, and office buildings. The project site is approximately 540 feet from the nearest residences and 800 feet from the nearest historic site (i.e., the Point Piños Lighthouse). No schools, hospitals, or other noise-sensitive land uses are within 1,000 feet of the project site.

The Health and Safety Element of the City General Plan establishes the following hourly and maximum allowable noise standards for stationary noise sources as determined at the property line of the receiving noise-sensitive land use:

- Daytime (7am – 10pm) – 50 dB hourly L_{eq}, 70 dB L_{max}; and,
- Nighttime (10pm – 7am) – 45 dB hourly L_{eq}, 65 dBA L_{max}.

Furthermore, the City Municipal Code (Title 11, Chapter 11.96, Section 11.96.040) limits noise-generating construction activities to between the hours of 8am and 6pm, Monday through Saturday, and 10am to 5pm on Sundays (City of Pacific Grove, 2024).

Discussion/Mitigation

a) – b) Less-Than-Significant Impact. The proposed project consists of vegetation removal at Crespi Pond, located in the Point Piños Lighthouse Reservation, between the 16th and 17th holes of the municipal golf course. As such, the project would not permanently introduce a new noise source to the area and would not involve noise-generating construction. Temporary noise generated during project activities would primarily be limited to trucks used for hauling plant material away from the site. The barge-mounted Aquamog equipment is not expected to cause substantial noise or vibration; hydraulic dredging equipment generally produces noise levels of 52 and 46 dB at 400 and 800 feet from the noise source, respectively. Haul trucks would produce approximately 72 and 66 dB at 400 and 800 feet from the noise source, respectively (Columbia Associated, n.d.). The project is approximately 540 feet west of the nearest residences and approximately 800 feet north of the historic Point Piños Lighthouse. No schools, hospitals, or other noise-sensitive land uses are within 1,000 feet of the project site. Given the expected noise levels of equipment used to conduct vegetation removal and distances of sensitive land uses from proposed project activities, noise levels are generally expected to remain below the maximum allowable daytime noise threshold. Haul trucks may slightly exceed the maximum 70-dB daytime threshold; however, hauling of vegetation would occur intermittently and would require minimal trips due to the size of the proposed project. Therefore, exposure to noise generated from haul trucks would be temporary and minor. No nighttime project activities are proposed. Similarly, the proposed project would not result in excessive vibration. Vibration generated from barge-mounted equipment would be reduced by the presence of water in the pond. Haul trucks would produce temporary increased vibration; however, vibration would be intermittent and limited due to the small scale of the project. Additionally, vibrational impacts are primarily of concern to historical buildings, as excessive vibration can compromise structural integrity of historic structures. The nearest historic building is the Point Piños Lighthouse, located approximately 800 feet from the site. Given the nature of the project and the distance of the project from the Point Piños Lighthouse, project activities are not expected to result in impacts to this historic building. For these reasons, the proposed project would result in a less-than-significant impact related to generation of increased ambient noise levels or excessive groundborne vibration and noise levels.

c) No Impact. The proposed project is not within the vicinity of a private airstrip or an airport land use plan, nor is the project within two miles of a public airport or public use airport. The nearest airport to the proposed project is the Monterey Regional Airport, located approximately six miles southeast of the project site. Therefore, no impact related to proximity to an airstrip or airport would occur as a result of the proposed project.

Conclusion

The proposed project would have a less-than-significant impact related to noise and vibration.

14. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Environmental Setting

The project is in the City of Pacific Grove, in Monterey County. Population growth in Monterey County has slowed considerably since the 1990s; population increased by just under five (5) percent between 2010 and 2018, and has remained relatively stable since 2020, with a population increase of 0.8 percent between 2023 and 2024. Similarly, population in the City of Pacific Grove has generally remained stable over the past four (4) years, with an estimated total of 14,966 persons in January of 2024 and 0.6 percent growth between 2023 and 2024 (California Department of Finance, 2024).

Discussion/Mitigation

a) – b) No Impact. The proposed project involves temporary vegetation management activities at Crespi Pond. As such, the project would not induce population growth in the area, either directly or indirectly, nor would the proposed project displace any existing people or housing. Therefore, no impact would occur.

Conclusion

The proposed project would have no impact on population and housing.

15. PUBLIC SERVICES

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?	☐	☐	☐	☒
b) Police protection?	☐	☐	☒	☐
c) Schools?	☐	☐	☐	☒
d) Parks?	☐	☐	☐	☒
e) Other public facilities?	☐	☐	☐	☒

Environmental Setting

The following sections describe the public services provided in the vicinity of the proposed project.

Fire Protection

The Pacific Grove Fire Department and Monterey Fire Department merged in 2008 to provide expanded fire protection services to the City. The merged Pacific Grove-Monterey Fire Department has 67 personnel and four (4) fire stations in Pacific Grove and Monterey and serves 2.5 square miles and 15,500 residents (City of Pacific Grove, 2024b). The Pacific Grove Fire Department is located approximately 1.4 miles southwest of the project site.

Police Protection

The Pacific Grove Police Department (PGPD) provides police protection services for the City and is located approximately 1.4 miles southwest of the project site. PGPD has 22 officers and 10 support professional staff and provides various police patrol services, vehicle abatement, records, including live scan fingerprinting, community outreach, and school resource officer services (City of Pacific Grove, 2024).

Schools

The project site lies within the Pacific Grove Unified School District (PGUSD), which encompasses the City and Pebble Beach between Pacific Grove and the Bird Rock area (PGUSD, 2024). PGUSD has 21 staff and comprises two (2) high schools, one (1) middle school, two (2) elementary schools, and an Adult Education center, serving 1,800 kindergarten through high school students (PGUSD, 2024).

Parks and Other Public Facilities

The project site is located between the 16th and 17th holes of the City's municipal golf course and adjacent to the Ocean View Boulevard and the Monterey Bay Recreational Trail to the north. No City parks are in the vicinity of the project site; the nearest City park is the Pacific Grove Municipal Baseball/Softball Park, located approximately 0.8 miles south-southeast of the project.

Discussion/Mitigation

a) and c) - e) No Impact. The proposed project would consist of vegetation removal at Crespi Pond, located on the City's municipal golf course. As such, the project would not result in additional use or need for new or physically altered fire protection, school, park, or other facilities. Therefore, the proposed project would not result in physical impacts related to new or physically altered facilities for these public services.

b) Less-Than-Significant Impact. The proposed project would consist of a maintenance project and would require temporary staging of equipment and temporarily increased activity at the project site. Minor incidents related to project activity could, therefore, occur and could lead to temporary and minor increased reliance on police protection services. However, due to the small scale and temporary nature of the project, any incidents are expected to result in minor impacts on police protection services and would not result in the need for additional or expanded facilities. Therefore, the project would have a less-than-significant impact related to police protection services.

Conclusion

The proposed project would have a less-than-significant impact on public services.

16. RECREATION

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☒	☐

Environmental Setting

Recreation includes formally designated parks, trails, and open spaces, which provide activities like hiking and bird watching, as well as bodies of water where boating, fishing, and swimming are allowed. Recreation in the City is based on access to natural resources that are unique to the area, like the Monterey Bay shoreline. Beach access, dune access, and pedestrian trails are available along the coast at recreational areas, including the nearby Monterey Bay Recreational Trail and Ocean View Boulevard. The project is located within Open Space Recreational land (i.e., the municipal golf course).

Discussion/Mitigation

a) No Impact. The project would consist of removing vegetation for habitat management at Crespi Pond. As such, the proposed project would not involve an increase in the use of existing neighborhood or regional parks such that physical deterioration would occur. Therefore, no impact would occur from increased use of existing neighborhood or regional parks.

b) Less-Than-Significant Impact. The proposed project does not include construction or expansion of recreational facilities; however, the project is within recreational open space. The project site comprises a pond located between the 16th and 17th holes of the City's municipal golf course and adjacent to the Monterey Bay Recreational Trail. The proposed project would remove approximately 0.55 acre of emergent wetland vegetation from the pond and would require temporary closure or interruption of play on the golf course to ensure the safety of project personnel during vegetation removal activities. Vegetation removal is anticipated to occur between the hours of 8am and 6pm, Monday through Friday over the course of up to 20 – 25 days, with a 10-day minimum. Temporary closure or interruption of play on the 16th and 17th holes of the golf course is not expected to result in significant recreational impacts, as any closures or stoppage of play would be temporary or intermittent. Potential impacts to users of the Monterey Bay Recreational Trail would be due to temporary aesthetic-related impacts; the project would not limit coastal recreational access and all potential recreational impacts would be limited and temporary. Therefore, the project would result in a less-than-significant impact related to recreational facilities. Please also refer to **Section 1, Aesthetics** for additional information.

Conclusion

The proposed project would have a less-than-significant impact on recreational resources.

17. TRANSPORTATION

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☒	☐
b) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
d) Result in inadequate emergency access?	☐	☐	☐	☒

Environmental Setting

The proposed project is located between the 16th and 17th holes of the municipal golf course in Pacific Grove, adjacent to and south of Ocean View Boulevard. Ocean View Boulevard connects to Asilomar Avenue and Sunset Drive, which provide primary access routes to SR 68. The following state and local policies are applicable to the proposed project. The City General Plan and LUP policies related to transportation apply to new development within the City and are not applicable to the proposed project, as the project would not consist of any new development.

Senate Bill 743

Senate Bill (SB) 743 went into effect statewide on July 1, 2020, and requires that transportation impacts for projects per CEQA be based on a project's Vehicle Miles Traveled ("VMT"). Thus, CEQA Guidelines Section 15064.3, subdivision (b) calls for the evaluation of transportation impacts of projects based on VMT and uses the VMT metric to evaluate a project's transportation impacts. An assessment of VMT requires estimating vehicle trips for work trips, deliveries, shopping, etc. Vehicle trips can cross between jurisdictions as well as between cities and counties locally. For these reasons, regional models, and household travel surveys are the preferred tool to estimate VMT under State law. The publication Technical Advisory on Evaluating Transportation Impacts in CEQA, State of California Governor's Office of Planning and Research, December 2018, lists screening thresholds for various types of land use development, including some that are presumed to have a less-than-significant VMT effect and, therefore, a less-than-significant adverse transportation impact. Small projects that generate or attract fewer than 110 trips per day are generally assumed to cause a less-than-significant transportation impact.

City of Pacific Grove Municipal Code

Section 16.56.100 of the City Municipal Code designates the following streets or portions of streets as in the City as truck traffic routes for the movement of vehicles exceeding a maximum gross weight of three (3) tons:

(a) Central Avenue in its full length;

(b) Congress Avenue from Lighthouse Avenue to Sinex Avenue;

(c) Sinex Avenue from Congress Avenue to Seventeen Mile Drive;

(d) Seventeen Mile Drive from Sinex Avenue to SR 68 (Sunset Drive); and

(e) David Avenue from the east city limits to SR 68 Forest Avenue.

Section 16.44.020 of the City Municipal Code prohibits vehicles exceeding three (3) tons to use streets not designated as truck traffic routes, except when necessary to traverse another street or streets to a destination for the purpose of loading or unloading, but then only by such deviation from nearest truck route as is reasonably necessary.

Discussion/Mitigation

a) – b) Less-Than-Significant Impact. The proposed project would consist of vegetation removal at Crespi Pond. The project would require transportation of removed vegetation along portions of Ocean View Boulevard and Asilomar Avenue, using dump trucks which may have a gross weight exceeding three (3) tons while hauling vegetation. The City's Municipal Code does not designate Ocean View Boulevard or Asilomar Avenue as truck traffic routes and generally prohibits use of streets not designated as truck traffic routes (see discussion under the *Setting* section, above). In compliance with the City Municipal Code, the project would limit truck traffic along Ocean View Boulevard and Asilomar Avenue to the extent feasible for loading materials. The use of roadways not designated as truck routes for hauling would therefore result in a less-than-significant impact related to conflicts with an ordinance or policy addressing the circulation system.

The proposed project would also result in a less-than-significant impact related to CEQA Guidelines Section 15064.3, subdivision (b). The project would not result in a permanent VMT increase; however, VMT would temporarily increase during project activities. Increased traffic trips would be limited to worker vehicle trips and truck haul trips. The proposed project would require four personnel onsite for a duration of up to 20 – 25 days and a minimum of 10 days. Worker vehicle trips are anticipated to be limited to two (2) trips per day, per person. Truck trips would occur after vegetation has been removed and dried, and is anticipated to require a total of 10 trips for the entire project. This increase in VMT would be temporary and would be far below 110 trips per day. No permanent VMT increase would occur as a result of the proposed project. Therefore, the project would result in a less-than-significant VMT-related impact.

c) – d) No Impact. The proposed project would not increase hazards due to a geometric design feature or incompatible uses, nor would the project result in inadequate emergency access. The project does not involve construction or modifications to any roadways, intersections, or driveways. Vegetation management at Crespi Pond is permitted by the City LUP; therefore, maintenance activities would not result in impacts from incompatible uses. Similarly, the proposed project would not result in impacts related to emergency access. All worker vehicles and construction equipment would be parked and staged off of roadways. Additionally, the project site is not located along an evacuation route and would not impede access to designated evacuation routes (City of Pacific Grove, 1994). Therefore, no impact would occur from increased hazards due to design features or from inadequate emergency access.

Conclusion

The proposed project would have a less-than-significant impact related to transportation.

18. TRIBAL CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 50201(k)?	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in Subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒	☐

Environmental Setting

California AB 52, in effect since July 2015, provides CEQA protections for Tribal cultural resources. All lead agencies approving projects under CEQA are required, if formally requested by a culturally affiliated California Native American Tribe, to consult with such Tribe regarding the potential impact of a project on tribal cultural resources before releasing an environmental document. Under California PRC §21074, Tribal cultural resources include site features, places, cultural landscapes, sacred places, or objects that are of cultural value to a Tribe and that are eligible for or listed on the CRHR or a local historic register, or that the lead agency has determined to be of significant tribal cultural value.

CEQA requires regulatory compliance for projects involving historic resources throughout the state. Under CEQA, public agencies must consider the effects of their actions on historic resources (PRC §21084.1). The CEQA Guidelines define a significant resource as any resource listed in or determined to be eligible for listing in the CRHR [see PRC §21084.1 and CEQA Guidelines §15064.5 (a) and (b)].

Several sections of the California Public Resource Code (PRC) protect cultural resources located on public land. Under PRC §5097.5, no person shall knowingly and willfully excavate upon, or remove, destroy, injure, or deface, any historic or prehistoric ruins, burial grounds, archaeological or vertebrate paleontological site (including fossilized footprints), inscriptions made by human agency, rock art, or any other archaeological, paleontological, or historical feature situated on public lands, except with the express permission of the public agency that has jurisdiction over the lands. Violation of this section is a misdemeanor.

PRC §5097.98 states that if Native American human remains are identified within a project area, the landowner must work with the Native American Most Likely Descendant as identified by the Native American Heritage Commission (NAHC) to develop a plan for the treatment or disposition of the human remains and any items associated with Native American burials with appropriate dignity. These procedures are also addressed in §15064.5 of the state CEQA Guidelines. California Health and Safety Code §7050.5 prohibits disinterring, disturbing, or removing human remains from a location other than a dedicated cemetery.

California Health and Safety Code §7050.5 regulates the treatment of human remains. In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site, or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined that the remains are not subject to his or her authority. If the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she shall contact the NAHC by telephone within 24 hours.

The City General Plan and LUP designate the entirety of the Pacific Grove Coastal Zone as an Archaeologically Sensitive Area (City of Pacific Grove, 2020). The City's LUP includes the following policies for the preservation of archaeological resources:

> Policy CRS-1: The City will conduct consultations with any federally-recognized California tribal government listed on the most recent notice of the United States Federal Register and any non-federally recognized California tribe listed on the California Tribal Consultation List maintained by the California Native American Heritage Commission that identifies as native to the Monterey Peninsula, including the Ohlone Costanoan Esselen Nation, in accordance with state law.
>
> Policy CRS-2: The City will ensure the protection, preservation, and proper disposition of archaeological resources within the Coastal Zone by assessing the potential impact of proposed development and ensuring, to the maximum extent feasible, that tribal concerns are considered before actions on proposed development are taken and that such impacts are avoided, minimized, or mitigated in conformity with the Coastal Act and other applicable legal requirements.
>
> Policy CRS-3: The City will assist developers and landowners by providing early identification of sensitive sites so that archaeological resources can be considered and protected during the early phases of project design. The City shall require new development to prepare an archaeological report by a qualified professional and, where appropriate, shall require mitigation measures to adequately protect and preserve potential archeological resources.
>
> Policy CRS-4: The City will update the background information for all archaeological sites identified within the Coastal Zone to develop a current assessment of the resources' potential historical significance and evaluate their vulnerability to climate change, including those sites recommended or determined to be eligible for listing in either the National Register of Historic Places or the California Register of Historic Resources; and conduct the further research needed in order to determine the present condition of each site and to make an assessment of their potential eligibility for listing on either register, and therefore, their potential historical importance.

The City initiated AB 52 consultation during a regularly scheduled AB 52 Consultation meeting with the ETMC on November 6, 2024. During consultation, the ETMC requested preparation of a cultural resource assessment. To fulfill the ETMC's request, Albion prepared an Archaeological Report for the proposed project in November 2024. Albion's assessment consisted of background research and field reconnaissance of the project area. Background research included a comprehensive archival search of historic data and maps as well as a records search covering the project site. The records search included a search from the NWIC and several historic resource databases (see **Section 5, Cultural Resources** for additional details). The field reconnaissance

consisted of a pedestrian survey of the project area on November 6, 2024, to identify any previously unrecorded precontact or historic-era cultural resources and formally record existing improvements within the project area. In addition to Albion's Archaeological Report, the City sent letters to the ETMC and Ohlone Costanoan Esselen Nation (OCEN) informing the tribes of preparation of CEQA documentation and the cultural assessment. The tribes did not identify any known cultural resources at the project site. The following discussion is based on the results and recommendations provided in Albion's Archaeological Report and City AB 52 outreach.

Discussion/Mitigation

a) No Impact. No historical sites are located on the project site or adjacent to the project site (Albion, 2024). The nearest historical site is the Point Pinos Lighthouse, located approximately 800 feet south of the proposed project. Project activities would be limited to the project site; as such, the proposed project would not impact the Point Pinos Lighthouse. Therefore, the proposed project would not result in impacts to historical resources.

b) Less-than-Significant Impact. The proposed project site does not contain known cultural resources of significance (Albion, 2024). Additionally, Albion determined that because the proposed project is located on a site that is previously in association with the existing golf course, it is unlikely any unknown buried resources of significance are located at the site. Furthermore, soils and geology at the site date to the Mesozoic Period, making it unlikely the project site contains buried precolonial sites (Albion, 2024). For these reasons, Albion concluded the project site had low sensitivity for containing cultural resources. In addition, the project site was previously disturbed in association with prior vegetation removal activities and the proposed project would be required to comply with the provisions of a CDP issued by the City (see **Section 5, Cultural Resources** for detailed conditions). Since the proposed project is located in an area of low archaeological sensitivity, does not contain known cultural resources and tribes contacted during AB 52 consultation did not identify any known cultural resources at the project site, and the project would implement standard cultural conditions to comply with the City-issued CDP, the Project would result in a less-than-significant impact to tribal cultural resources.

Conclusion

The proposed project would result in a less-than-significant impact on tribal cultural resources.

19. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Environmental Setting

Water and Wastewater

California American Water (CalAm) supplies potable water to the City through a 30-inch steel water main running along Congress Avenue from CalAm's pumping facility located at Sinex and Eardley Avenues. The City provides sewer services for residences and commercial businesses. The City owns and operates a sewer collection system comprising approximately 58 miles of pipelines varying between four and 18 inches in diameter; 900 manholes; and seven pump stations (Pacific Grove Public Works, 2024).

Electricity and Gas

The project site lies within the service area of 3CE, a locally controlled public agency providing carbon-free electricity to residents and businesses. 3CE is based on a community choice aggregator model which is community focused and not for profit. 3CE is on track to provide 100 percent renewable energy by 2030. 3CE partners with PG&E, which continues to provide billing, power transmission and distribution, customer service, grid maintenance services, and natural gas services to Monterey County (3CE, 2024).

Solid Waste

The City contracts with a private hauler to provide residents and commercial businesses with trash, recycling, and yard waste collection. Solid waste collected in the City is disposed of at the Monterey Peninsula Landfill, located in the City of Marina and managed by ReGen Monterey. The landfill currently receives less than 1,000 tons of solid waste per day (approximately 300,000 tons per year), but it is permitted to receive 3,500 tons of waste per day. At current disposal rates, the landfill has the capacity to accommodate development in ReGen's service area for more than 100 years of waste (ReGen Monterey, 2018).

Discussion/Mitigation

a) – c) No Impact. The proposed project involves vegetation maintenance at Crespi Pond. As such, project activities would not require water, wastewater, electric, natural gas, or telecommunications facilities. The project would not include construction and would not change the existing use of the site. Therefore, the project would not result in impacts from the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electricity, natural gas, or telecommunications facilities; insufficient water supplies; or inadequate capacity of the wastewater treatment provider to serve the project.

d) Less-Than-Significant Impact. The proposed project does not require construction; however, vegetation removed as part of project activities would generate solid green waste. Approximately 0.55 acre of vegetation would be removed and would be dewatered prior to disposal. Due to the relatively small scale of the project, solid waste produced from project activities would not contribute solid waste in excess of local standards or regulations or in a manner that would exceed the capacity of the local landfill or otherwise impair the attainment of solid waste reduction goals. Therefore, this impact would be less-than-significant.

e) No Impact. The project would comply with applicable federal, state, and local management and reduction statutes and regulations. Therefore, no impact would occur due to noncompliance with applicable laws and regulations related to solid waste.

Conclusion

The proposed project would have a less-than-significant impact on utilities and service systems.

20. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Environmental Setting

CALFIRE recommends or adopts fire hazard severity zones in Local Responsibility Areas (LRAs) and State Responsibility Areas (SRAs), respectively. CALFIRE identifies the project site as a LRA and the project site does not border a SRA (CALFIRE, 2024a). The project site is located outside of the Pacific Grove LRA's Very High Fire Hazard Severity Zone (VHFHSZ) and is considered to have low susceptibility to wildfires (CALFIRE, 2024b; City of Pacific Grove, 2020).

Discussion/Mitigation

a – d) No Impact. The proposed project is not located in a VHFHSZ, nor is the project site in or near an SRA (CALFIRE, 2024b). Additionally, the project would involve clearing vegetation within Crespi Pond using barge-mounted excavation equipment (i.e., Aquamog). As such, the project would not exacerbate wildfire risk at the project site or in the project vicinity; require installation or maintenance of infrastructure that may exacerbate fire risk; create a scenario that would increase the risk of exposure to wildfires and resulting pollution concentrations; or expose people or structures to significant wildfire related risks such as landslides, runoff, slope instability, or drainage changes. Furthermore, project activities would occur entirely outside of roadways and the project is not located on a major evacuation route (City of Pacific Grove, 1994). Therefore, the proposed project would not impair any emergency response or evacuation plans. For these reasons, the project would have no impact on impairment of an emergency response or evacuation plan; exacerbation of wildfire risks; installation or maintenance of associated infrastructure; or exposure of people or structures to significant risks resulting from flooding, landslides, runoff, post-fire slope instability, or drainage changes.

Conclusion

The proposed project would have no impact related to wildfires.

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VI. MANDATORY FINDINGS OF SIGNIFICANCE

NOTE: If there are significant environmental impacts which cannot be mitigated and no feasible project alternatives are available, then complete the mandatory findings of significance and attach to this initial study as an appendix. This is the first step for starting the environmental impact report (EIR) process.

Does the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☒	☐	☐
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)	☐	☐	☒	☐
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

DISCUSSION/MITIGATION

a) Less-than-Significant Impact with Mitigation Incorporated. The proposed project consists of temporary removal of emergent wetland vegetation in Crespi Pond. No construction activities would be required; however, removal of wetland vegetation could impact nesting birds and other protected avian species and could temporarily impact water quality. Additionally, the proposed project would temporarily disturb sensitive habitats during vegetation removal, which would remove approximately 43 percent of the existing emergent wetland vegetation in the pond. However, project activities would occur outside of the nesting and breeding season for protected species and **Mitigation Measures BIO-1 – BIO-3C**, identified in **Section 4, Biological Resources**, would be implemented to reduce all potentially significant impacts to biological resources to a less-than-significant level. All other impacts to biological resources would be less-than-significant and would not require mitigation to reduce impacts. The proposed project would not eliminate important examples of major periods of California history or prehistory; the project would be required to implement provisions of a City-issued CDP which would ensure protection of any previously unidentified cultural resources and no additional mitigation would be required to lessen impacts. Therefore, the project would result in a potentially significant impact to biological resources that would be reduced to a less-than-significant level through implementation of the mitigation measures identified in this document and impacts to historical, archaeological, and cultural resources would be less-than-significant.

b) – c) Less-than-Significant Impact. The proposed project would not result in significant cumulative impacts or cause substantial adverse effects on human beings, directly or indirectly. The proposed project would consist of vegetation removal to enhance wildlife habitat. The project would be limited in scope (i.e., approximately 0.55 acre) and impacts would be temporary. Additionally, impacts identified as being potentially significant can be reduced to a less-than-significant level through implementation of the mitigation measures identified throughout this document. Therefore, the proposed project would result in less-than-significant impacts related to cumulatively considerable impacts or environmental effects that would cause adverse effects on human beings.

VII. FISH AND GAME ENVIRONMENTAL DOCUMENT FEES

ASSESSMENT OF FEE:

The State Legislature, through the enactment of SB 1535, revoked the authority of lead agencies to determine that a project subject to CEQA review had a "de minimis" (minimal) effect on fish and wildlife resources under the jurisdiction of the California Department of Fish and Wildlife. Projects that were determined to have a "de minimis" effect were exempt from payment of the filing fees.

SB 1535 has eliminated the provision for a determination of "de minimis" effect by the lead agency; consequently, all land development projects that are subject to environmental review are now subject to the filing fees, unless the California Department of Fish and Wildlife determines that the project would have no effect on fish and wildlife resources.

To be considered for determination of "no effect" on fish and wildlife resources, development applicants must submit a form requesting such determination to the Department of Fish and Game. Forms may be obtained by contacting the Department by telephone at (916) 631-0606 or through the Department's website at www.dfg.ca.gov.

Conclusion: The project will be required to pay the fee.

Evidence: This Initial Study finds an overall less-than-significant impact on biological resources with incorporation of Mitigation Measures BIO-1 – BIO-3C.

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APPENDIX A – CRESPI POND

BIOLOGICAL RESOURCES REPORT

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Crespi Pond
Biological Resources Report



February 2024

Prepared for
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Prepared by

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APPENDIX C. Special-Status Species Table
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1.0 INTRODUCTION

Crespi Pond is a freshwater pond partially surrounded by fringe emergent wetland located at Point Piños in the City of Pacific Grove (City), California. It is a unique resource that provides habitat for wildlife, opportunities for birdwatching and scientific study, and is considered an Environmentally Sensitive Habitat Area (ESHA) under the California Coastal Act (Coastal Act). Crespi Pond is also a feature of the municipal golf course and creates a water hazard for golf play between the 16th and 17th holes.

Historically, the City has periodically performed removal of emergent vegetation under a Coastal Development Permit (CDP), or CDP Waiver issued by the California Coastal Commission (CCC) to maintain a balance of approximately 70% open water habitat and 30% emergent wetland habitat within Crespi Pond. The City has not performed vegetation maintenance at Crespi Pond since approximately 2015 due to the expiration of previous authorizations. Since that time, emergent vegetation has expanded to occupy approximately 80% of the pond's surface area. Therefore, the City intends to reinitiate removal of emergent wetland vegetation at Crespi Pond under a new CDP with a five-year term to restore the balance of open water and vegetated habitats. Vegetation maintenance is expected to occur approximately every other year.

Denise Duffy & Associates, Inc. (DD&A) completed a biological analysis of Crespi Pond and the immediately surrounding area to determine if sensitive biological resources are present or have the potential to occur within and in the vicinity of the site. This report describes the existing biological resources within the project site, including any special-status species or sensitive habitats which occur or have the potential to occur in the area. This report also assesses the potential impacts to biological resources that may result from implementation of the vegetation management activities, and recommends appropriate avoidance and minimization measures, if necessary, to reduce those impacts to a less than significant level in accordance with the California Environmental Quality Act (CEQA).

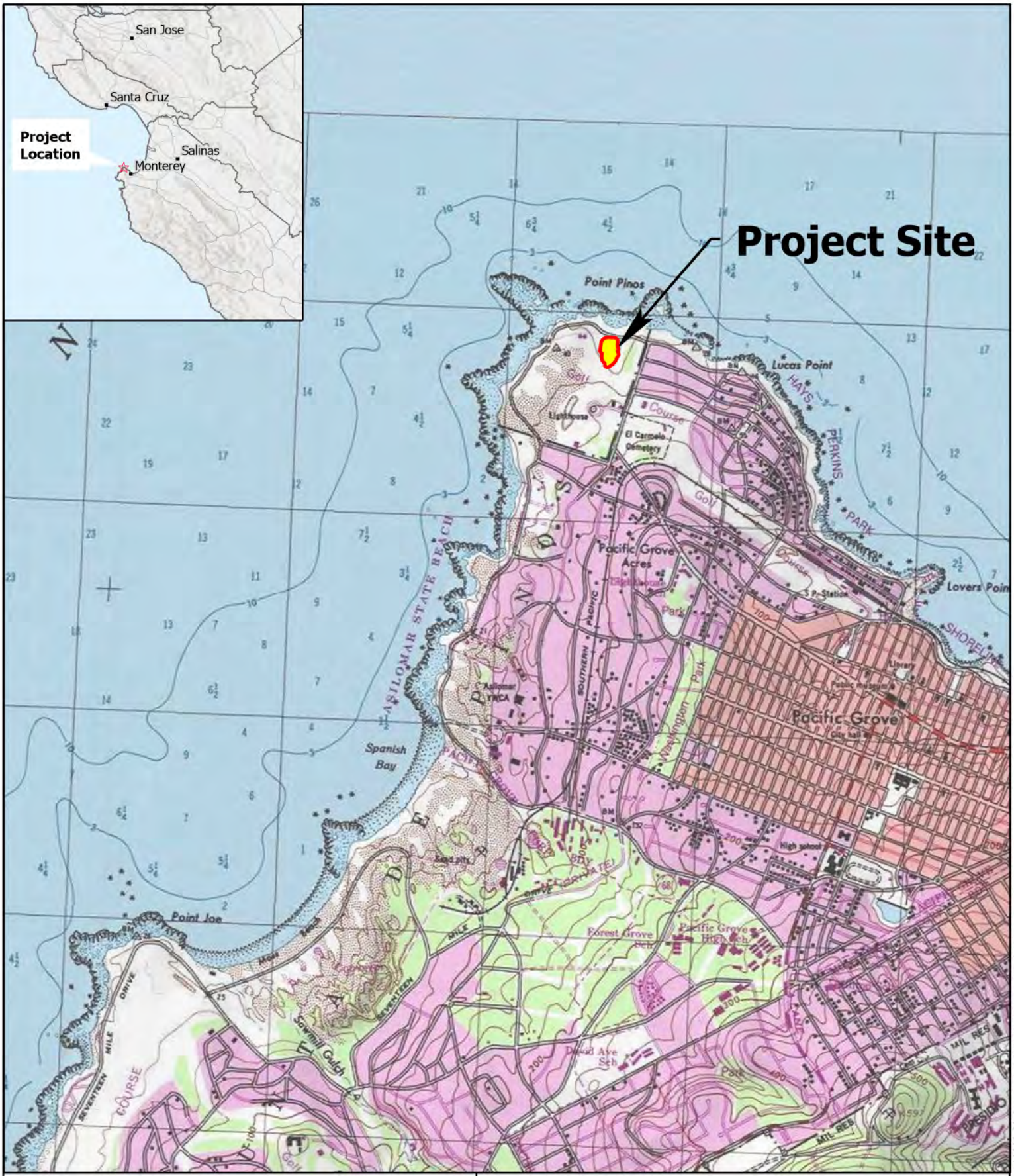
1.1 Project Location

Crespi Pond is located at Point Piños in the City of Pacific Grove and is situated immediately adjacent to Ocean Boulevard within the Point Piños Lighthouse Reservation, between the 16th and 17th holes of the municipal golf course (**Figure 1**). The project site is located in the Coastal Zone within Assessor's Parcel Number (APN) 007-011-006-000 and the U.S. Geological Survey 7.5-minute Monterey quadrangle.

1.2 Project Description

The proposed project consists of emergent vegetation removal from the perimeter and central portion of Crespi Pond to maintain approximately 70% open water and 30% emergent vegetation. The purpose of the proposed work is to promote a balance of both vegetated and open water habitats for wildlife. Although alteration of wetlands is prohibited by the City of Pacific Grove Land Use Plan (LUP, City of Pacific Grove, 2020), an exception is provided in §2.2.4 for maintenance of Crespi Pond. The pond has a maximum depth of approximately three feet and receives stormwater inputs as well as irrigation runoff and natural input from rainfall. Crespi Pond occasionally goes dry in drought years and when full, discharges through a culvert beneath Ocean View Boulevard to the adjacent beach.

Emergent vegetation to be removed includes primarily California tule (*Schoenoplectus californicus*) with a lesser component of narrow-leaved cattail (*Typha angustifolia*). Approximately 0.55 acres of emergent



Project Location Map

Crespi Pond

0 0.25 0.5 Miles

Denise Duffy and Associates, Inc.
Planning and Environmental Consulting

Date	Figure
2-2024	1
Scale	
1:24,000	

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vegetation is proposed for removal to increase the amount of open water to approximately 70%. This constitutes removal of approximately 43% of the existing emergent wetland vegetation. The work will be performed using barge-mounted excavation equipment (i.e., Aquamog). The barge will be launched from the northern bank of the pond into the remaining area of open water. After the barge is launched, emergent vegetation will be removed down to the root mass using a hydraulic arm and clam bucket attachment mounted on the deck of the barge. Removal of the root zone may deepen the pond between approximately one and two feet. As vegetation is removed, it will be piled along the edge of the pond to allow dewatering. Once the piles of vegetation have been sufficiently dewatered, removed vegetation will be loaded using an excavator into dump trucks for off-haul and proper disposal as green waste.

The project description includes scheduling the project between September 1 and February 1 to avoid impacts to nesting raptors and other protected avian species.

2.0 METHODS

2.1 Personnel and Survey Methods

DD&A Senior Environmental Scientist John Wandke conducted surveys of the project area on January 9 and 29, 2024 to characterize habitats present within the project site, identify any special-status plant or wildlife species or suitable habitat for those species within the site, and conduct a wetland delineation. The January 29, 2024, survey date also included both a day and night visual survey for herpetofauna. The 2.4-acre survey area (**Figure 2**) includes all of Crespi Pond, including proposed areas of disturbance, staging, stockpiling, and access areas, plus a buffer of approximately 25 feet to assess potential impacts to surrounding habitat. Survey methods included walking the survey area and using aerial maps and GPS to identify general habitat types and potential sensitive habitat types, conducting a survey for special-status plant species, conducting a reconnaissance-level wildlife habitat survey to identify any special-status wildlife species or suitable habitat for those species occurring within the site, and conducting the day and night survey for herpetofauna described above.

The survey area was evaluated for botanical resources following the applicable guidelines outlined in *Guidelines for Conducting and Reporting Botanical Inventories for Federally listed, Proposed and Candidate Plants* (Service, 2000), *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (CDFW, 2018), and California Native Plant Society (CNPS) *Botanical Survey Guidelines* (CNPS, 2001).

Surveys also included an assessment of potentially jurisdictional wetlands and waters within the survey area in accordance with the requirements set forth in *The Field Guide for Wetland Delineation: 1987 Corps of Engineers Manual* (Manual, Wetland Training Institute, 1995) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)* (Supplement, U.S. Army Corps of Engineers [ACOE], 2008).



Survey Area

Crespi Pond Biological Resources Report

Denise Duffy and Associates, Inc.
Planning and Environmental Consulting

Date 2-2024

Figure 2

Scale 1 in = 100 ft

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Data collected during the surveys were used to assess the environmental conditions of the project site and its surroundings, evaluate environmental constraints at the site and within the local vicinity, and provide a basis for recommendations to minimize and avoid impacts to biological resources.

2.2 Data Sources

Prior to conducting field work, DD&A reviewed literature and data sources to determine the occurrence or potential for occurrence of special-status species within the survey area as follows:

- Current agency status information from the Service and CDFW for species listed, proposed for listing, or candidates for listing as threatened or endangered under the ESA or CESA, and those considered CDFW "species of special concern," including:
    - CNDDB occurrences reports from the Monterey 7.5-minute USGS quadrangle and the four surrounding quadrangles, including Marina, Seaside, Mt. Carmel, and Soberanes Point (CDFW, 2023b; **Appendix A**); and
    - Service IPaC Resource List (Service, 2024a; **Appendix B**).
- The CNPS *Inventory of Rare and Endangered Vascular Plants of California* (CNPS, 2023);
- The U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Web Soil Survey (USDA-NRCS, 2024);
- The National Wetlands Inventory Wetlands Mapper (Service, 2024b); and
- The National Hydrographic Dataset (USGS, 2023).

From these resources, a list of special-status plant and wildlife species known or with the potential to occur within or adjacent to the project site was created (**Appendix C**). This list presents these species along with their legal status, habitat requirements, and a brief statement of the likelihood to occur.

2.2.1 Botany

Vegetation types identified in *A Manual of California Vegetation* (Sawyer et al., 2009) were utilized to determine if vegetation types identified as sensitive on CDFW's *California Natural Communities List* (CDFW, 2023a) are present within the project site. Information regarding the distribution and habitats of local and state vascular plants was also reviewed (Howitt and Howell, 1964 and 1973; Munz and Keck, 1973; Baldwin et al., 2012; Matthews and Mitchell, 2015; Jepson Flora Project, 2022). All plants observed within the project site during the evaluation were identified to species or intraspecific taxon necessary to eliminate them as being special-status species using keys and descriptions in *The Jepson Manual: Vascular Plants of California, Edition 2* (Baldwin et al., 2012) and *The Plants of Monterey County an Illustrated Field Key* (Matthews and Mitchell, 2015). Scientific nomenclature for plant species identified within this document follows Baldwin, et. Al, (2012); common names follow Matthews and Mitchell (2015). A full botanical inventory was not recorded for the project site but the dominant species within each habitat were noted. Dominant plant species are those which are more numerous than their competitors in an ecological community or make up more of the biomass; generally, the species that are most abundant. Most ecological communities are defined by their dominant species.

The California Invasive Plant Council (Cal-IPC) Inventory (Cal-IPC, 2024) was reviewed to determine if any invasive plant species are present within the project site.

2.2.2 Wildlife

The following literature and data sources were reviewed: CDFW reports on special-status wildlife (Remsen, 1978; Williams, 1986; Jennings and Hayes, 1994; Thelander, 1994; Thomson et. Al, 2016); California Wildlife Habitat Relationships Program species-habitat models (Zeiner et al., 1988 and 1990); and general wildlife references (Stebbins, 1972, 1985, and 2003).

2.3 Definitions

2.3.1 Special-Status Species

Special-status species are those plants and animals that have been formally listed or proposed for listing as endangered or threatened or are candidates for such listing under the ESA or the California Endangered Species Act (CESA). Listed species are afforded legal protection under the ESA and CESA. Species that meet the definition of rare or endangered under the CEQA Section 15380 are also considered special-status species. Animals on the CDFW's list of "species of special concern" (most of which are species whose breeding populations in California may face extirpation if current population trends continue) meet this definition and are typically provided management consideration through the CEQA process, although they are not legally protected under the ESA or CESA. Additionally, the CDFW also includes some animal species that are not assigned any of the other status designations on their "Special Animals" list; however, these species have no legal or protection status.

Plants listed as rare under the California Native Plant Protection Act (CNPPA) or included in CNPS California Rare Plant Ranks (CRPR) 1A, 1B, 2A, and 2B are also treated as special-status species as they meet the definitions of Sections 2062 and 2067 of the CESA and in accordance with CEQA Guidelines Section 15380. In general, the CDFW requires that plant species on CRPR 1A (Plants presumed extirpated in California and Either Rare or Extinct Elsewhere), CRPR 1B (Plants rare, threatened, or endangered in California and elsewhere), CRPR 2A (Plants presumed extirpated in California, but more common elsewhere); and CRPR 2B (Plants rare, threatened, or endangered in California, but more common elsewhere) of the CNPS *Inventory of Rare and Endangered Vascular Plants of California* (CNPS, 2024) be fully considered during the preparation of environmental documents relating to CEQA. CNPS CRPR 4 species (plants of limited distribution) may, but generally do not, meet the definitions of Sections 2062 and 2067 of the CESA, and are not typically considered in environmental documents relating to CEQA. While other species (i.e., CRPR 3 or 4 species) are sometimes found in database searches or within the literature, these were not included within the analysis as they did not meet the definitions of Section 2062 and 2067 of the CESA.

Raptors (e.g., eagles, hawks, and owls) and their nests are protected in California under Fish and Game Code Section 3503.5. Section 3503.5 states that it is "unlawful to take, possess, or destroy the nest or eggs of any such bird except otherwise provided by this code or any regulation adopted pursuant thereto." In addition, fully protected species under the Fish and Game Code Section 3511 (birds), Section 4700 (mammals), Section 5515 (fish), and Section 5050 (reptiles and amphibians) are also considered special-status animal species. Species with no formal special-status designation but thought by experts to be rare or in serious decline may also be considered special-status animal species in some cases, depending on project-specific analysis and relevant, localized conservation needs or precedence.

2.3.2 Sensitive Habitats

Sensitive habitats include riparian corridors, wetlands, habitats for legally protected species, areas of high biological diversity, areas supporting rare or special-status wildlife habitat, and unusual or regionally restricted vegetation types. Vegetation types considered sensitive include those listed on CDFW's *California Natural Communities List* (i.e., those habitats that are rare or endangered within the borders of California) (CDFW, 2023a), those that are occupied by species listed under the ESA or are critical habitat in accordance with the ESA, and those that are defined as ESHA under the California Coastal Act. Specific habitats may also be identified as sensitive in city or county general plans or ordinances. Sensitive habitats are regulated under federal regulations (such as the Clean Water Act and Executive Order 11990 – Protection of Wetlands), state regulations (such as CEQA and the CDFW Streambed Alteration Program), or local ordinances or policies (such as city or county tree ordinances and general plan policies).

2.4 Regulatory Setting

The following regulatory discussion describes the laws and ordinances that may be applicable to the project.

2.4.1 Federal Regulations

Federal Endangered Species Act

Provisions of the ESA of 1973 (16 USC 1532 et seq., as amended) protect federally listed threatened or endangered species and their habitats from unlawful take. Listed species include those for which proposed and final rules have been published in the Federal Register. The ESA is administered by the Service or National Oceanic and Atmospheric Administration Marine Fisheries Service (NMFS). In general, the NMFS is responsible for the protection of ESA-listed marine species and anadromous fish, whereas other listed species are under Service jurisdiction.

Section 9 of ESA prohibits the take of any fish or wildlife species listed under ESA as endangered or threatened. Take, as defined by ESA, is "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct." Harm is defined as "any act that kills or injures the fish or wildlife…including significant habitat modification or degradation that significantly impairs essential behavioral patterns of fish or wildlife." In addition, Section 9 prohibits removing, digging up, and maliciously damaging or destroying federally listed plants on sites under federal jurisdiction. Section 9 does not prohibit take of federally listed plants on sites not under federal jurisdiction. If there is the potential for incidental take of a federally listed fish or wildlife species, take of listed species can be authorized through either the Section 7 consultation process for federal actions or a Section 10 incidental take permit process for non-federal actions. Federal agency actions include activities that are on federal land, conducted by a federal agency, funded by a federal agency, or authorized by a federal agency (including issuance of federal permits).

Clean Water Act

The U.S. Army Corps of Engineers (ACOE) and U.S. Environmental Protection Agency (EPA) regulate discharge of dredged and fill material into waters of the U.S. under Section 404 of the CWA. Waters of the U.S. are defined broadly as waters susceptible to use in commerce (including waters subject to tides, interstate waters, and interstate wetlands) and other waters (such as interstate lakes, rivers, streams, mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds) (33 CFR 328.3). Potential wetland areas are identified as "those areas that are inundated or saturated by surface

or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils conditions."

Under Section 401 of the CWA, any applicant receiving a Section 404 permit from the ACOE must also obtain a Section 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB). A Section 401 Water Quality Certification is issued when a project is demonstrated to comply with state water quality standards and other aquatic resource protection requirements.

Migratory Bird Treaty Act

The Migratory Bird Treaty Act (MBTA) of 1918 prohibits killing, possessing, or trading migratory birds except in accordance with regulation prescribed by the Secretary of the Interior. Most actions that result in taking or in permanent or temporary possession of a protected species constitute violations of the MBTA. The USFWS is responsible for overseeing compliance with the MBTA.

2.4.2 State Regulations

California Endangered Species Act

The CESA was enacted in 1984. The California Code of Regulations (Title 14, §670.5) lists animal species considered endangered or threatened by the state. Section 2090 of CESA requires state agencies to comply with endangered species protection and recovery and to promote conservation of these species. Section 2080 of the Fish and Game Code prohibits "take" of any species that the commission determines to be an endangered species or a threatened species. "Take" is defined in Section 86 of the Fish and Game Code as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." A Section 2081 Incidental Take Permit from the CDFW may be obtained to authorize "take" of any state listed species.

California Native Plant Protection Act

The CNPPA of 1977 directed CDFW to carry out the legislature's intent to "preserve, protect and enhance rare and Endangered plants in the State." The CNPPA prohibits importing rare and Endangered plants into California, taking rare and Endangered plants, and selling rare and Endangered plants. The CESA and CNPPA authorized the Fish and Game Commission to designate endangered, threatened, and rare species and to regulate the taking of these species (§2050-2098, Fish and Game Code). Plants listed as rare under the CNPPA are not protected under CESA; however, these plants may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research.

California Fish and Game Code

Birds. Section 3503 of the Fish and Game Code states that it is "unlawful to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto." Section 3503.5 prohibits the killing, possession, or destruction of any birds in the orders Falconiformes or Strigiformes (birds-of-prey). Section 3511 prohibits take or possession of fully protected birds. Section 3513 prohibits the take or possession of any migratory nongame birds designated under the federal Migratory Bird Treaty Act (MBTA). Section 3800 prohibits take of nongame birds.

Fully Protected Species. The classification of fully protected was the state's initial effort in the 1960's to identify and provide additional protection to those animals that were rare or faced possible extinction. Lists were created for fish (§5515), mammals (§4700), amphibians and reptiles (§5050), and birds (§3511). Most fully protected species have also been listed as threatened or endangered species under the more recent

endangered species laws and regulations. Fully protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock.

Species of Special Concern. As noted above, the CDFW also maintains a list of wildlife "species of special concern." Although these species have no legal status, the CDFW recommends considering these species during analysis of project impacts to protect declining populations and avoid the need to list them as endangered in the future.

Lake or Streambed Alteration. Sections 1600-1607 of the Fish and Game Code require any agency that proposes a project that will substantially divert or obstruct the natural flow of or substantially change the bed or bank of a river, stream, or lake to notify CDFW before beginning construction. If CDFW determines that the project may substantially and adversely affect fish or wildlife resources, a Lake or Streambed Alteration Agreement will be required. CDFW's jurisdictional limits are usually defined by the tops of the stream or lake banks, or the outer edge of riparian vegetation, whichever is wider.

Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Control Act of 1969 (Porter-Cologne) is California's statutory authority for the protection of water quality and applies to surface waters, wetlands, and groundwater, and to both point and nonpoint sources. Under the Porter-Cologne, the State Water Resources Control Board (State Board) has the ultimate authority over State water rights and water quality policy. However, Porter-Cologne also establishes nine RWQCBs to oversee water quality on a day-to-day basis at the local/regional level. The project site is located within Region 3 – Central Coast RWQCB. Porter-Cologne incorporates many provisions of the federal CWA, such as delegation to the State Board and RWQCBs of the National Pollutant Discharge Elimination System (NPDES) permitting program.

Under Porter-Cologne, the state must adopt water quality policies, plans, and objectives that protect the state's waters for the use and enjoyment of the people. Regional authority for planning, permitting, and enforcement is delegate to the nine RWQCBs. The regional boards are required to formulate and adopt water quality control plans for all areas in the region and establish water quality objectives in the plans. The Porter-Cologne sets forth the obligations of the State Board and RWQCBs to adopt and periodically update water quality control plans (basin plans). The act also requires waste dischargers to notify the RWQCBs of such activities through filing of Reports of Waste Discharge (RWD) and authorizes the State Board and RWQCBs to issue and enforce waste discharge requirements (WDRs), NPDES permits, Section 401 water quality certifications, or other approvals. The RWQCBs also have authority to issue waivers to RWD requirements and WDRs for broad categories of "low threat" discharge activities that have minimal potential for adverse water quality effects, when implemented according to prescribed terms and conditions.

The term "Waters of the State" is defined by Porter-Cologne as "any surface water or groundwater, including saline waters, within the boundaries of the state." The RWQCB protects all waters in its regulatory scope but has special responsibility for wetlands, riparian areas, and headwaters, including isolated wetlands, and waters that may not be regulated by the ACOE under Section 404 of the CWA. Waters of the State are regulated by the RWQCB under the State Water Quality Certification Program, which regulates discharges of fill and dredged material under Section 401 of the CWA and the Porter-Cologne.

California Coastal Act

The CCC was established by voter initiative in 1972 (Proposition 20) and later made permanent by the California State Legislature through adoption of the Coastal Act of 1976. The CCC, in partnership with coastal cities and counties, plans and regulates the use of land and water in the coastal zone. California's coastal zone generally extends 1,000 yards inland from the mean high tide line. In significant coastal estuarine habitat and recreational areas, it extends inland to the first major ridgeline or five miles from the mean high tide line, whichever is less. In developed urban areas, the boundary is generally less than 1,000 yards. Development activities, which are broadly defined by the Coastal Act to include (among others) construction of buildings, divisions of land, and activities that change the intensity of use of land or public access to coastal waters, generally require a Coastal Development Permit (CDP) from either the CCC or the local government if a Local Coastal Program (LCP) has been certified. After certification of a LCP, coastal development permit authority is delegated to the appropriate local government, but the CCC retains original permit jurisdiction over certain specified lands (such as tidelands and public trust lands). The Commission also has appellate authority over development approved by local governments in specified geographic areas as well as certain other developments. A CDP is required in addition to any other permit required from resource agencies. The CCC certified the City of Pacific Grove's LCP, consisting of a Land Use Plan (LUP) and implementation Plan (IP), as well as the appeal jurisdiction map on March 11, 2020.

The CCC or the local government may designate areas of rare or unique biological value, such as wetland and riparian habitat and habitats for special-status species, as ESHA. Section 30107.5 of the Coastal Act defines an "environmentally sensitive area" as any area in which plant or animal life or their habitat are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments. Development is restricted within the coastal zone and prohibited within designated ESHA, unless the development is coastal dependent and does not have a significant effect on the resources. Section 30240 of the Coastal Act states that "environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on those resources shall be allowed within those areas." This section also states that "development in areas adjacent to environmentally sensitive habitat areas and parks and recreation areas shall be sited and designed to prevent impacts which would significantly degrade those areas and shall be compatible with the continuance of those habitat and recreation areas." Wetlands, including Crespi Pond, are designated as ESHA by the City of Pacific Grove LUP (See **Section 2.4.3** for additional discussion).

California Essential Habitat Connectivity Project

In 2010, CDFW and the California Department of Transportation (Caltrans) commissioned a team of consultants to produce a statewide assessment of essential habitat connectivity using the best available science, data sets, spatial analyses and modeling techniques. The goal was to identify Essential Habitat Connectivity Area (EHCA), which are large remaining blocks of intact habitat or natural landscape and model linkages between them that need to be maintained, particularly as corridors for wildlife. Over sixty federal, state, local, tribal and non-governmental organizations collaborated in the creation of a statewide wildlife habitat connectivity map using a GIS-based modeling approach, an assessment of the biological value of identified connectivity areas, and a strategic plan that helps varied end users interpret and use the statewide map and outlines a methodology necessary for completing connectivity analyses at finer spatial scales. The project site is not located within an EHCA.

2.4.3 Local Regulations

Local Coastal Program

As noted above, the City's LCP was certified by the CCC on March 11, 2020 and designates Crespi Pond as ESHA. The LUP sets forth standards for protection of ESHA, including wetlands, and provides an exception under Water and Marine Resource policy §2.2.4 MAR-2 for maintenance dredging at Crespi Pond:

> *MAR-2: Wetlands including Crespi Pond and the Majella Slough riparian area shall be considered Environmentally Sensitive Habitat Areas, and governed by Coastal Act policies 30233,and 30240. No alteration of freshwater wetlands (including Crespi Pond and Majella Slough) shall be allowed, except for maintenance dredging and similar activities essential for restoration and/or enhancement of natural habitats, as well as other uses and development specified in the Biological Resources and Environmentally Sensitive Habitat Areas chapter of this Land Use Plan, and only where there is no feasible less environmentally damaging alternative and where feasible mitigation measures have been provided to minimize adverse environmental effects.*

Tree Ordinance

The City of Pacific Grove municipal code chapter 12.20.020 provides definitions for five categories of protected trees that require a permit for removal. Definitions include, 1) native trees which include all Gowen cypress, regardless of size, and all coast live oak, Monterey pine, shore pine, Torrey pine, and Monterey cypress over six inches in trunk diameter, measured at 54 inches above grade; 2) monarch butterfly habitat trees, including all trees within 100 yards of Monarch butterfly sanctuaries; and 3) public trees, including all trees on public property six inches in trunk diameter, measured at 54 inches above grade. The project does not propose removal or trimming of any trees.

3.0 RESULTS

3.1 Field Observations

Surveys performed by DD&A on January 9 and 29, 2024 documented presence of wetland habitat dominated by California bulrush marsh at Crespi Pond. No special status species were observed. A variety of birds were observed utilizing the wetland habitat and included American coot (*Fulica americana*), red-wind blackbird (*Agelaius phoeniceus*), Anna's hummingbird (*Calypte anna*), Canada goose (*Branta canadensis*), and black phoebe (*Sayornis nigricans*). During the day and night survey performed on January 29, 2024, no herpetofauna were observed at Crespi Pond. During the night survey, Pacific tree frog (*Pseudacris regilla*) vocalizations were heard in a distant area of the golf course, but none were seen or heard at Crespi Pond. In addition, no bullfrogs (*Lithobates catesbeianus*) or California red-legged frogs (CRLF, *Rana draytonii*) were observed or heard during either the day or night survey. However, abundant crayfish of variable size classes were observed within the pond during the night survey as well as an unidentified species of fish. Crayfish and many species of fish are known to predate on eggs and larvae of CRLF, thereby reducing habitat quality and likelihood of occurrence.

3.2 Natural Communities

Within the 2.4-acre survey area, field mapping determined the presence of approximately 1.27 acres of California bulrush marsh, 0.03 acres of poison hemlock-fennel patches, 0.75 acres of developed-golf course, and 0.36 acres of open water. A map of vegetation communities is provided as **Figure 3**.



Survey Area

Vegetation

- California bulrush marsh
- Developed - Golf Course
- Poison hemlock or fennel patches
- Water

0 25 50 100 Feet

Vegetation Map

Crespi Pond Biological Resources Report

Denise Duffy and Associates, Inc.
Planning and Environmental Consulting

Date 2-2024

Figure 3

Scale 1 in = 100 ft

Path: C:\JWandkeGIS\GIS_Projects\2023-83 Crespi Pond\2023-83 Crespi Pond.aprx

California bulrush marsh

- *A Manual of California Vegetation* classification(s): *Schoenoplectus californicus* Herbaceous Alliance
- CDFW *California Natural Communities List*: Sensitive

Emergent wetland vegetation at Crespi Pond is dominated by dense stands of California bulrush. At Crespi Pond, this species can be found growing out of saturated soils along the margins of the pond and from areas of deeper water up to three feet deep in the central area of the pond. Other plant species found in this community at Crespi Pond include narrowleaf cattail (*Typha angustifolia*), and silverweed (*Potentilla anserina*).

Poison hemlock – fennel patches

- *A Manual of California Vegetation* classification(s): *Conium maculatum-Foeniculum vulgare* Herbaceous Alliance
- CDFW *California Natural Communities List*: Not sensitive

This plant community occurs adjacent to the eastern edge of the pond and is dominated by poison hemlock. Although included in the alliance, sweet fennel is not found at Crespi Pond. Other plant species that occur within this community at Crespi Pond include wild radish (*Raphanus sativus*) and occasional alkali heath (*Frankenia salina*).

Developed - Golf Course

- *A Manual of California Vegetation* classification(s): None
- CDFW *California Natural Communities List*: Not sensitive

Golf Course turf occurs around the margins of Crespi Pond along the top-of-bank. Golf course turf consists primarily of kikuyu grass (*Pennisetum clandestinum*), which forms a dense perennial mat via creeping rhizomes and stolons. At the southern edge of Crespi Pond, a grouping of three Monterey cypress (*Hesperocyparus macrocarpa*) trees occurs.

3.3 Sensitive Habitats

3.3.1 Wetlands and Other Waters

Based on the January 29, 2024 wetland delineation (**Appendix D**), the project site contains 1.30 acres of wetlands under the jurisdiction of the CCC, as well as 0.36 acres of open water. Although presence of dominant obligate wetland vegetation and wetland hydrology was observed, Crespi Pond is not a potentially federally jurisdictional wetland under the current rule (EPA, 2023), due to the lack of a continuous surface connection to Traditional Navigable Waters (TNW), which in this case is the Pacific Ocean. Similarly, the unvegetated open water areas of Crespi Pond up to the ordinary high-water mark (OHWM) are not potentially federally jurisdictional Other Waters under the current rule. However, all the , California bulrush marsh areas, and poison hemlock patches would qualify as wetlands under the Coastal Act. These Coastal Act wetlands, as well as the open water areas are considered ESHA by the CCC. In addition, the project site would likely be subject to regulation by CDFW under the Lake and Streambed Alteration Program.

3.3.2 Environmentally Sensitive Habitat Areas

As noted above, Crespi Pond meets the definition of a Coastal Act wetland and therefore its areas of emergent wetland and open water qualify as ESHA. Furthermore, wetlands, including Crespi Pond, are identified as ESHA in the City of Pacific Grove LUP.

3.4 Special-Status Species

Published occurrence data within the project area and surrounding USGS quadrangles were evaluated to compile a table of special-status species known to occur in the vicinity of the survey area (see "Methods"). Each of these species was evaluated for their likelihood to occur within and immediately adjacent to the survey area (**Appendix C**). Only the special-status species that are known to or have been determined to have a moderate or high potential to occur within or immediately adjacent to the survey area are discussed below. All other species evaluated are unlikely to occur or have a low potential to occur based on the species-specific reasons presented in **Appendix C**, are therefore unlikely to be impacted by the project, and are not discussed further.

3.4.1 Special Status Wildlife Species

Nesting Raptors and Other Protected Avian Species

Raptors, their nests, and other nesting birds are protected under California Fish and Game Code. While the life histories of these species vary, overlapping nesting (approximately February through August) and foraging similarities allow for their concurrent discussion. Most raptors are breeding residents throughout most of the wooded portions of the state. Stands of live oak, riparian deciduous, or other forest habitats, as well as open grasslands, are used most frequently for nesting. Breeding occurs February through August, with peak activity May through July. Prey for these species includes small birds, small mammals, and some reptiles and amphibians. Many raptor species hunt in open woodland and habitat edges.

Crespi Pond is a well-known birding location due to its habitat conditions and location along the coastline near the tip of the Monterey Peninsula. Nesting birds could potentially utilize a variety of habitats within or adjacent to the survey area, especially the California bulrush marsh and poison hemlock patches. Birds could also nest in the Monterey cypress tree located at the southern edge of Crespi Pond or in the nearby hedgerow of Monterey cypress trees that encircle the water treatment plant. Raptors could also potentially nest in Monterey cypress trees, especially the grouping of taller Monterey cypress trees east of Crespi Pond between the 17th green, driving range and 18th fairway.

Tricolored blackbird

The tricolored blackbird (*Agelaius tricolor*) is a state threatened species and is also protected by California Fish & Game Code and the MBTA. This species is common locally throughout the Central Valley and in coastal districts from Sonoma County south. These birds are summer residents in northeastern California, occurring regularly only at Tule Lake, but found as far south as Honey Lake in some years. In winter, this species becomes more widespread along the central coast and San Francisco Bay area (Grinnell and Miller, 1944). Tricolored blackbirds breed near fresh water, preferably in emergent wetlands with tall, dense cattails or tules, but also in thickets of willow, blackberry, wild rose, and tall herbs, which also serve as their preferred nesting habitat. Nests are built of mud and plant materials over or near fresh water, especially in emergent wetlands. This species is highly colonial, and the minimum nesting colony size is about 50 pairs (Grinnell and Miller 1944). Drinking water is probably required, at least when seeds and grains are the major foods.

California bulrush marsh and poison hemlock patches at the project site have a low potential for occurrence of tricolored blackbird nesting colonies, but occasionally are occupied by individuals or small groupings of tricolored blackbirds during the fall and winter months. The low potential for a tricolored blackbird nesting colony is supported by the fact that nesting tricolored blackbirds have not been documented from Crespi Pond, which is an eBird hotspot and is frequented by birders. Crespi Pond is also not identified as a nesting location in previous literature on the topic, including Roberson and Tenny (1993) and Colibri Ecological Consulting (2022), and is not identified as an occurrence in the CNDDB. The CNDDB reports eight tricolored blackbird occurrences within the quadrangles reviewed, the nearest of which is an April 2015 record from Locke Paddon Park (occurrence #396) approximately eight miles northeast of the project site in the City of Marina, which is described as a possible nesting site. Other documented nesting sites in the region occur at inland locations including Laguna Seca (occurrences #868 and #23), nettle patches on the former Fort Ord outside of but near the quadrangles reviewed (occurrence #986, #196, and #867) and adjacent private property (occurrence #431), and four locations in the Carmel Valley area at the Santa Lucia Preserve (occurrence #871, #367, #869, #870).

As noted above, multiple winter observations of tricolored blackbirds at Crespi Pond by citizen scientists are recorded in the eBird database. These observations have primarily included males with some immature individuals as well as females observed within the California bulrush marsh at Crespi Pond and co-mingling with red-winged blackbirds. Observation dates range from 1980 to 2020, are associated with the fall months of September, October and November, except for one June record from 1982, and estimate between one and 94 individuals (eBird, 2021).

3.4.2 Special-Status Plant Species

A botanical survey was conducted within the survey area to identify special-status plant species or habitat for these species within the survey area on January 29, 2024. With the exception of Monterey cypress, no special-status plant species were observed during the survey. Although Monterey cypress is a CRPR 1B species, the grouping of three Monterey cypress trees at the southern end of the survey area are not associated with the native stands in Pebble Beach and Point Lobos State Reserve, and thus are not afforded the same protection. These trees would be covered by the City of Pacific Grove tree ordinance. However, the project does not propose to trim or remove any trees. Although the survey was performed outside of the blooming period for most species identified in the records search, none of these species were determined to have potential to occur within the survey area for the species-specific reasons presented in **Appendix C.**

3.5 Habitat Connectivity and Nursery Sites

The California Essential Habitat Connectivity Project (California Department of Transportation [Caltrans] and CDFW, 2020) identifies large remaining blocks of intact habitat or natural landscape and models linkages between them to provide a basis for management of these important areas, particularly as corridors for wildlife. The California Essential Habitat Connectivity Project does not identify the project site as containing a modeled essential connectivity area. The dense stands of emergent wetland vegetation at Crespi Pond would be considered regular a nesting site for a variety of avian species and therefore could therefore qualify as a nursery site. Removal of emergent wetland vegetation as a result of the project could temporarily impede the use of this nursery site by avian species. As emergent vegetation re-grows from existing root systems, the structural diversity provided by existing mature emergent vegetation and new growth of a differing height and density may actually improve the area as a nursery site.

4.0 IMPACT THRESHOLDS

The following section describes potential impacts to sensitive biological resources that may result from the project. In accordance with Appendix G of CEQA Guidelines, an impact is considered to be significant and require mitigation if it would result in any of the following:

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by CDFW or the Service;

b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by CDFW or the Service;

c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling hydrological interruption, or other means;

d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native nursery sites;

e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance; or

f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

Recommendations are included in the next section to avoid or minimize impacts to sensitive biological resources.

5.0 IMPACTS, AVOIDANCE & MINIMIZATION MEASURES

The project has the potential to impact nesting raptors and other nesting avian species and could potentially impact wintering tricolored blackbirds. The project will also temporarily impact sensitive habitats, including a sensitive natural community and ESHA associated with wetlands and the open waters of Crespi Pond. Avoidance and minimization measures that reduce these potential impacts to a less-than-significant level in accordance with CEQA are provided below.

Special Status Species

Potential Impact 1: Raptors and other protected avian species have the potential to occur within the survey area. Project activities during the breeding and nesting seasons could result in the incidental loss of fertile eggs or nestlings, or otherwise lead to nest abandonment within the survey area. This would be a potentially significant impact that is avoided by a complete prohibition of vegetation removal during the breeding and nesting season and scheduling the project between September 1 and February 1, as set forth in the project description (**Section 1.2**). No further avoidance or minimization measures are required to avoid or reduce impacts to a less-than-significant level under CEQA.

Potential Impact 2: Tricolored blackbirds are known to occasionally utilize the survey area during the fall and winter months (non-breeding). If present, project activities could potentially affect the behavior of wintering tricolored blackbirds. This could be interpreted as harassment of a state listed species under CESA and could potentially be considered take. This would be a significant impact under CEQA and in

conflict with State law. Implementation of BIO 2A will remove the potential for take and reduce impacts during project activities to a less-than-significant level under CEQA.

BIO-2A: A pre-construction survey for tricolored blackbirds will be performed each morning by a qualified biologist prior to initiation of project activities. The biologist will train a designated monitor on the construction crew to identify the species. Once the biologist is satisfied that the designated monitor can identify the species, that individual will conduct the surveys prior to each day's work. The biologist will remain on call and available to respond to the designated monitor's request to confirm a sighting. The biologist will conduct spot checks in addition to weekly visits to ensure the mitigation is being implemented in a satisfactory manner. If tricolored blackbirds are identified, project activities shall not be allowed to proceed until subsequent surveys can confirm that the birds have left the area of their own volition.

Sensitive Habitats

Potential Impact 3: Sensitive habitats present at the project site, which include California bulrush marsh, a sensitive natural community, and EHSA associated with wetlands and open waters of Crespi Pond will be temporarily impacted by vegetation removal, which will remove approximately 43% percent of the existing emergent wetland vegetation. This impact will temporarily reduce wetland habitat. Over time, emergent wetland vegetation will re-colonize the pond. No placement of fill or permanent changes to wetlands will result from the proposed project. Wetlands and open waters identified within the survey area are jurisdictional under the CCC and may also be regulated by CDFW under the Lake and Streambed Program. Unauthorized impacts to sensitive habitats could occur if construction activities occur outside of the proposed work limits or if construction activities result in erosion and sedimentation to adjacent habitats. Additionally, unauthorized impacts to sensitive habitats could occur if an accident during construction were to result in the release of hazardous materials into the adjacent sensitive habitats. Implementation of BIO 3A – 3D will reduce impacts during project activities to a less-than-significant level under CEQA.

BIO-3A: Subsequent to the initial maintenance vegetation removal, vegetation removal will occur no more than once every two years and shall include the removal of no more than 50% of the emergent vegetation present at that time to minimize the scope and scale of the temporary loss of wetland function and habitat value.

BIO-3B: Project activities shall be conducted when the water level in Crespi Pond is below the elevation of the overflow culvert to ensure that no water or suspended sediment is discharged to the adjacent beach or Monterey Bay.

BIO-3C: Equipment, fuels, lubricants, and solvents shall be stored in a designated staging area at least 100 feet from aquatic resources.

Wildlife Migratory Corridors and Nursery Sites

Potential Impact 4: Project activities will not impact wildlife migratory corridors linkages but may impede the use of nursery sites by temporarily reducing the available area of emergent wetland vegetation that is utilized by nesting avian species. Emergent wetland vegetation will re-colonize the pond from existing root masses. This would be a potentially significant impact that can be reduced to a less-than-significant level with implementation of BIO-3A.

Local Policies and Ordinances

The project does not conflict with any local policies and ordinances protecting biological resources. An exception for maintenance activities in wetland habitat and ESHA at Crespi Pond is included in the City of Pacific Grove LUP §2.2.4 MAR-2.

Conservation Plans

The project does not conflict with any provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

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APPENDIX A

California Natural Diversity Database Report

Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database

Query Criteria: Quad IS (Monterey (3612158) OR Soberanes Point (3612148) OR Mt. Carmel (3612147) OR Seaside (3612157) OR Marina (3612167))

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Agelaius tricolor tricolored blackbird	ABPBXB0020	None	Threatened	G1G2	S2	SSC
Allium hickmanii Hickman's onion	PMLIL02140	None	None	G2	S2	1B.2
Ambystoma californiense pop. 1 California tiger salamander - central California DPS	AAAAA01181	Threatened	Threatened	G2G3T3	S3	WL
Anniella pulchra Northern California legless lizard	ARACC01020	None	None	G3	S2S3	SSC
Aphyllon robbinsii Robbins' broomrape	PDORO040Q0	None	None	G1	S1	1B.1
Arctostaphylos edmundsii Little Sur manzanita	PDERI04260	None	None	G2	S2	1B.2
Arctostaphylos hookeri ssp. hookeri Hooker's manzanita	PDERI040J1	None	None	G3T2	S2	1B.2
Arctostaphylos montereyensis Toro manzanita	PDERI040R0	None	None	G2?	S2?	1B.2
Arctostaphylos pajaroensis Pajaro manzanita	PDERI04100	None	None	G1	S1	1B.1
Arctostaphylos pumila sandmat manzanita	PDERI04180	None	None	G1	S1	1B.2
Astragalus tener var. titi coastal dunes milk-vetch	PDFAB0F8R2	Endangered	Endangered	G2T1	S1	1B.1
Athene cunicularia burrowing owl	ABNSB10010	None	None	G4	S2	SSC
Bombus caliginosus obscure bumble bee	IIHYM24380	None	None	G2G3	S1S2	
Bombus occidentalis western bumble bee	IIHYM24252	None	Candidate Endangered	G3	S1	
Buteo regalis ferruginous hawk	ABNKC19120	None	None	G4	S3S4	WL
Castilleja ambigua var. insalutata pink Johnny-nip	PDSCR0D403	None	None	G4T2	S2	1B.1
Central Dune Scrub Central Dune Scrub	CTT21320CA	None	None	G2	S2.2	
Central Maritime Chaparral Central Maritime Chaparral	CTT37C20CA	None	None	G2	S2.2	
Centromadia parryi ssp. congdonii Congdon's tarplant	PDAST4R0P1	None	None	G3T2	S2	1B.1

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Charadrius nivosus nivosus western snowy plover	ABNNB03031	Threatened	None	G3T3	S3	SSC
Chorizanthe minutiflora Fort Ord spineflower	PDPGN04100	None	None	G1	S1	1B.2
Chorizanthe pungens var. pungens Monterey spineflower	PDPGN040M2	Threatened	None	G2T2	S2	1B.2
Clarkia jolonensis Jolon clarkia	PDONA050L0	None	None	G2	S2	1B.2
Coelus globosus globose dune beetle	IICOL4A010	None	None	G1G2	S1S2	
Collinsia multicolor San Francisco collinsia	PDSCR0H0B0	None	None	G2	S2	1B.2
Cordylanthus rigidus ssp. littoralis seaside bird's-beak	PDSCR0J0P2	None	Endangered	G5T2	S2	1B.1
Corynorhinus townsendii Townsend's big-eared bat	AMACC08010	None	None	G4	S2	SSC
Coturnicops noveboracensis yellow rail	ABNME01010	None	None	G4	S2	SSC
Cypseloides niger black swift	ABNUA01010	None	None	G4	S3	SSC
Danaus plexippus plexippus pop. 1 monarch - California overwintering population	IILEPP2012	Candidate	None	G4T1T2Q	S2	
Delphinium californicum ssp. interius Hospital Canyon larkspur	PDRAN0B0A2	None	None	G3T3	S3	1B.2
Delphinium hutchinsoniae Hutchinson's larkspur	PDRAN0B0V0	None	None	G2	S2	1B.2
Emys marmorata western pond turtle	ARAAD02030	Proposed Threatened	None	G3G4	S3	SSC
Eremophila alpestris actia California horned lark	ABPAT02011	None	None	G5T4Q	S4	WL
Ericameria fasciculata Eastwood's goldenbush	PDAST3L080	None	None	G2	S2	1B.1
Eriogonum nortonii Pinnacles buckwheat	PDPGN08470	None	None	G2	S2	1B.3
Eryngium montereyense Fort Ord button-celery	PDAPI0Z150	None	None	G1	S1	1B.1
Erysimum ammophilum sand-loving wallflower	PDBRA16010	None	None	G2	S2	1B.2
Erysimum menziesii Menzies' wallflower	PDBRA160R0	Endangered	Endangered	G1	S1	1B.1
Eucyclogobius newberryi tidewater goby	AFCQN04010	Endangered	None	G3	S3	

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Eumetopias jubatus Steller sea lion	AMAJC03010	Delisted	None	G3	S2	
Euphilotes enoptes smithi Smith's blue butterfly	IILEPG2026	Endangered	None	G5T2	S2	
Fritillaria liliacea fragrant fritillary	PMLIL0V0C0	None	None	G2	S2	1B.2
Gilia tenuiflora ssp. arenaria Monterey gilia	PDPLM041P2	Endangered	Threatened	G3G4T2	S2	1B.2
Hesperocyparis goveniana Gowen cypress	PGCUP04031	Threatened	None	G1	S1	1B.2
Hesperocyparis macrocarpa Monterey cypress	PGCUP04060	None	None	G1	S1	1B.2
Horkelia cuneata var. sericea Kellogg's horkelia	PDROS0W043	None	None	G4T1?	S1?	1B.1
Horkelia marinensis Point Reyes horkelia	PDROS0W0B0	None	None	G2	S2	1B.2
Hydrobates homochroa ashy storm-petrel	ABNDC04030	None	None	G2	S2	SSC
Lasiurus cinereus hoary bat	AMACC05032	None	None	G3G4	S4	
Lasthenia conjugens Contra Costa goldfields	PDAST5L040	Endangered	None	G1	S1	1B.1
Laterallus jamaicensis coturniculus California black rail	ABNME03041	None	Threatened	G3T1	S2	FP
Lavinia exilicauda harengus Monterey hitch	AFCJB19013	None	None	G4T3	S3	SSC
Layia carnosa beach layia	PDAST5N010	Threatened	Endangered	G2	S2	1B.1
Linderiella occidentalis California linderiella	ICBRA06010	None	None	G2G3	S2S3	
Lupinus tidestromii Tidestrom's lupine	PDFAB2B3Y0	Endangered	Endangered	G1	S1	1B.1
Malacothamnus palmeri var. involucratus Carmel Valley bush-mallow	PDMAL0Q0B1	None	None	G3T2Q	S2	1B.2
Malacothrix saxatilis var. arachnoidea Carmel Valley malacothrix	PDAST660C2	None	None	G5T2	S2	1B.2
Microseris paludosa marsh microseris	PDAST6E0D0	None	None	G2	S2	1B.2
Monardella sinuata ssp. nigrescens northern curly-leaved monardella	PDLAM18162	None	None	G3T2	S2	1B.2
Monolopia gracilens woodland woollythreads	PDAST6G010	None	None	G3	S3	1B.2

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Monterey Cypress Forest Monterey Cypress Forest	CTT83150CA	None	None	G1	S1.2	
Monterey Pine Forest Monterey Pine Forest	CTT83130CA	None	None	G1	S1.1	
Monterey Pygmy Cypress Forest Monterey Pygmy Cypress Forest	CTT83162CA	None	None	G1	S1.1	
Northern Bishop Pine Forest Northern Bishop Pine Forest	CTT83121CA	None	None	G2	S2.2	
Northern Coastal Salt Marsh Northern Coastal Salt Marsh	CTT52110CA	None	None	G3	S3.2	
Oncorhynchus mykiss irideus pop. 9 steelhead - south-central California coast DPS	AFCHA0209H	Threatened	None	G5T2Q	S2	
Pelecanus occidentalis californicus California brown pelican	ABNFC01021	Delisted	Delisted	G4T3T4	S3	
Phrynosoma blainvillii coast horned lizard	ARACF12100	None	None	G4	S4	SSC
Pinus radiata Monterey pine	PGPIN040V0	None	None	G1	S1	1B.1
Piperia yadonii Yadon's rein orchid	PMORC1X070	Endangered	None	G1	S1	1B.1
Plagiobothrys uncinatus hooked popcornflower	PDBOR0V170	None	None	G2	S2	1B.2
Potentilla hickmanii Hickman's cinquefoil	PDROS1B370	Endangered	Endangered	G1	S1	1B.1
Ramalina thrausta angel's hair lichen	NLLEC3S340	None	None	G5?	S2S3	2B.1
Rana boylii pop. 6 foothill yellow-legged frog - south coast DPS	AAABH01056	Endangered	Endangered	G3T1	S1	
Rana draytonii California red-legged frog	AAABH01022	Threatened	None	G2G3	S2S3	SSC
Reithrodontomys megalotis distichlis Salinas harvest mouse	AMAFF02032	None	None	G5T1	S2	
Riparia riparia bank swallow	ABPAU08010	None	Threatened	G5	S3	
Rosa pinetorum pine rose	PDROS1J0W0	None	None	G2	S2	1B.2
Sidalcea malachroides maple-leaved checkerbloom	PDMAL110E0	None	None	G3	S3	4.2
Sorex ornatus salarius Monterey shrew	AMABA01105	None	None	G5T1T2	S1S2	SSC
Stebbinsoseris decipiens Santa Cruz microseris	PDAST6E050	None	None	G2	S2	1B.2

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Sulcaria spiralifera twisted horsehair lichen	NLT0042560	None	None	G3G4	S2	1B.2
Taricha torosa Coast Range newt	AAAAF02032	None	None	G4	S4	SSC
Taxidea taxus American badger	AMAJF04010	None	None	G5	S3	SSC
Tortula californica California screw moss	NBMUS7L090	None	None	G2G3	S2?	1B.2
Trifolium buckwestiorum Santa Cruz clover	PDFAB402W0	None	None	G2	S2	1B.1
Trifolium hydrophilum saline clover	PDFAB400R5	None	None	G2	S2	1B.2
Trifolium polyodon Pacific Grove clover	PDFAB402H0	None	Rare	G1	S1	1B.1
Trifolium trichocalyx Monterey clover	PDFAB402J0	Endangered	Endangered	G1	S1	1B.1
Valley Needlegrass Grassland Valley Needlegrass Grassland	CTT42110CA	None	None	G3	S3.1	

Record Count: 91

APPENDIX B

IPaC Resource List

IPaC **U.S. Fish & Wildlife Service**

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

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Location

Monterey County, California



Local office

Ventura Fish And Wildlife Office

(805) 644-1766
(805) 644-3958

FW8VenturaSection7@FWS.Gov

2493 Portola Road, Suite B
Ventura, CA 93003-7726

https://www.fws.gov/Ventura

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Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an

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office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Birds

NAME	STATUS
California Condor Gymnogyps californianus There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/8193	Endangered
California Least Tern Sternula antillarum browni Wherever found No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8104	Endangered
Least Bell's Vireo Vireo bellii pusillus Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/5945	Endangered
Yellow-billed Cuckoo Coccyzus americanus There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/3911	Threatened

Amphibians

NAME	STATUS
California Red-legged Frog Rana draytonii Wherever found There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/2891	Threatened

Fishes

NAME	STATUS

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Tidewater Goby Eucyclogobius newberryi — Endangered
Wherever found
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
https://ecos.fws.gov/ecp/species/57

Insects

NAME	STATUS

Monarch Butterfly Danaus plexippus — Candidate
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/9743

Smith's Blue Butterfly Euphilotes enoptes smithi — Endangered
Wherever found
There is **proposed** critical habitat for this species.
https://ecos.fws.gov/ecp/species/4418

Crustaceans

NAME	STATUS

Vernal Pool Fairy Shrimp Branchinecta lynchi — Threatened
Wherever found
There is **final** critical habitat for this species. Your location does not overlap the critical habitat.
https://ecos.fws.gov/ecp/species/498

Flowering Plants

NAME	STATUS

Beach Layia Layia carnosa — Threatened
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/6728

Menzies' Wallflower Erysimum menziesii — Endangered
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/2935

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Monterey Gilia Gilia tenuiflora ssp. arenaria Endangered
Wherever found
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/856

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

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Bald & Golden Eagles

Bald and golden eagles are protected under the Bald and Golden Eagle Protection Act[1] and the Migratory Bird Treaty Act[2].

Any person or organization who plans or conducts activities that may result in impacts to bald or golden eagles, or their habitats[3], should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

There are bald and/or golden eagles in your project area.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Jan 1 to Aug 31
Golden Eagle *Aquila chrysaetos* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Jan 1 to Aug 31

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Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

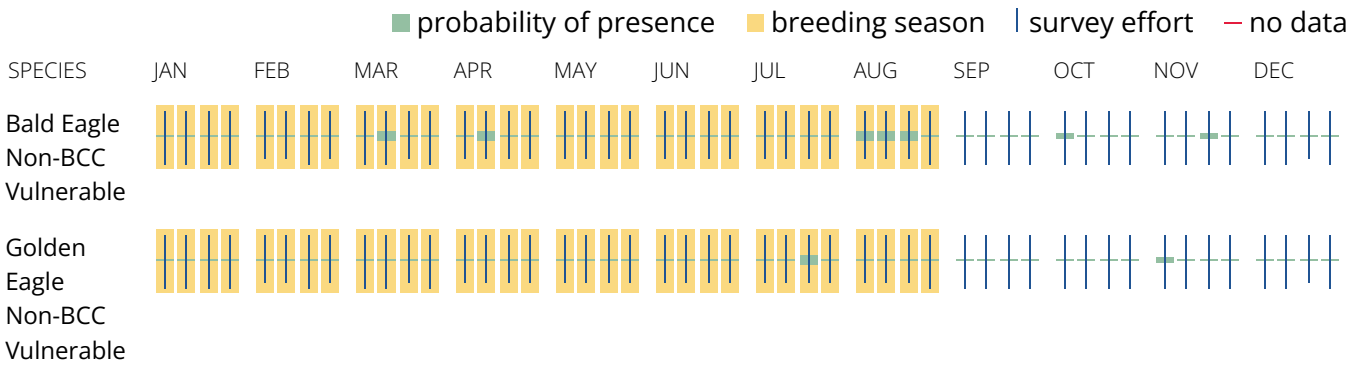
Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

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What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply). To see a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs of bald and golden eagles in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur. Please contact your local Fish and Wildlife Service Field Office if you have questions.

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Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats[3] should follow appropriate regulations and consider implementing appropriate conservation measures, as described in the links below. Specifically, please review the "Supplemental Information on Migratory Birds and Eagles".

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the PROBABILITY OF PRESENCE SUMMARY below to see when these birds are most likely to be present and breeding in your project area.

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NAME	BREEDING SEASON
Allen's Hummingbird *Selasphorus sasin* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9637	Breeds Feb 1 to Jul 15
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds Jan 1 to Aug 31

Belding's Savannah Sparrow *Passerculus sandwichensis beldingi* — Breeds Apr 1 to Aug 15

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/8

Black Oystercatcher *Haematopus bachmani* — Breeds Apr 15 to Oct 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9591

Black Scoter *Melanitta nigra* — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Black Skimmer *Rynchops niger* — Breeds May 20 to Sep 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/5234

Black Swift *Cypseloides niger* — Breeds Jun 15 to Sep 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/8878

Black Tern *Chlidonias niger* — Breeds May 15 to Aug 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3093

Black Turnstone *Arenaria melanocephala* — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Black-legged Kittiwake *Rissa tridactyla* — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

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Brown Pelican Pelecanus occidentalis — Breeds Jan 15 to Sep 30
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Bullock's Oriole Icterus bullockii — Breeds Mar 21 to Jul 25
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

California Gull Larus californicus — Breeds Mar 1 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

California Thrasher Toxostoma redivivum — Breeds Jan 1 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Clark's Grebe Aechmophorus clarkii — Breeds Jun 1 to Aug 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Common Eider Somateria mollissima — Breeds Jun 1 to Sep 30
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Common Loon gavia immer — Breeds Apr 15 to Oct 31
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/4464

Common Murre Uria aalge — Breeds Apr 15 to Aug 15
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

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Common Yellowthroat Geothlypis trichas sinuosa — Breeds May 20 to Jul 31
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/2084

Golden Eagle Aquila chrysaetos — Breeds Jan 1 to Aug 31
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1680

Lawrence's Goldfinch Carduelis lawrencei — Breeds Mar 20 to Sep 20
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9464

Long-eared Owl asio otus — Breeds Mar 1 to Jul 15
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3631

Long-tailed Duck Clangula hyemalis — Breeds elsewhere
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/7238

Manx Shearwater Puffinus puffinus — Breeds Apr 15 to Oct 31
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Marbled Godwit Limosa fedoa — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9481

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Nuttall's Woodpecker Picoides nuttallii — Breeds Apr 1 to Jul 20
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/9410

Oak Titmouse Baeolophus inornatus — Breeds Mar 15 to Jul 15
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9656

Olive-sided Flycatcher Contopus cooperi — Breeds May 20 to Aug 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3914

Pomarine Jaeger Stercorarius pomarinus — Breeds elsewhere
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Red Phalarope Phalaropus fulicarius — Breeds elsewhere
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Red-breasted Merganser Mergus serrator — Breeds elsewhere
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Red-necked Phalarope Phalaropus lobatus — Breeds elsewhere
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

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Red-throated Loon Gavia stellata — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Ring-billed Gull Larus delawarensis — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Royal Tern Thalasseus maximus — Breeds Apr 15 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Scripps's Murrelet Synthliboramphus scrippsi — Breeds Feb 20 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Short-billed Dowitcher Limnodromus griseus — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9480

South Polar Skua Stercorarius maccormicki — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Surf Scoter Melanitta perspicillata — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

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Tricolored Blackbird Agelaius tricolor This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3910	Breeds Mar 15 to Aug 10
Western Grebe aechmophorus occidentalis This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6743	Breeds Jun 1 to Aug 31
White-winged Scoter Melanitta fusca This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds elsewhere
Willet Tringa semipalmata This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds elsewhere
Wrentit Chamaea fasciata This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 15 to Aug 10
Yellow-billed Magpie Pica nuttalli This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9726	Breeds Apr 1 to Jul 31

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Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The

survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

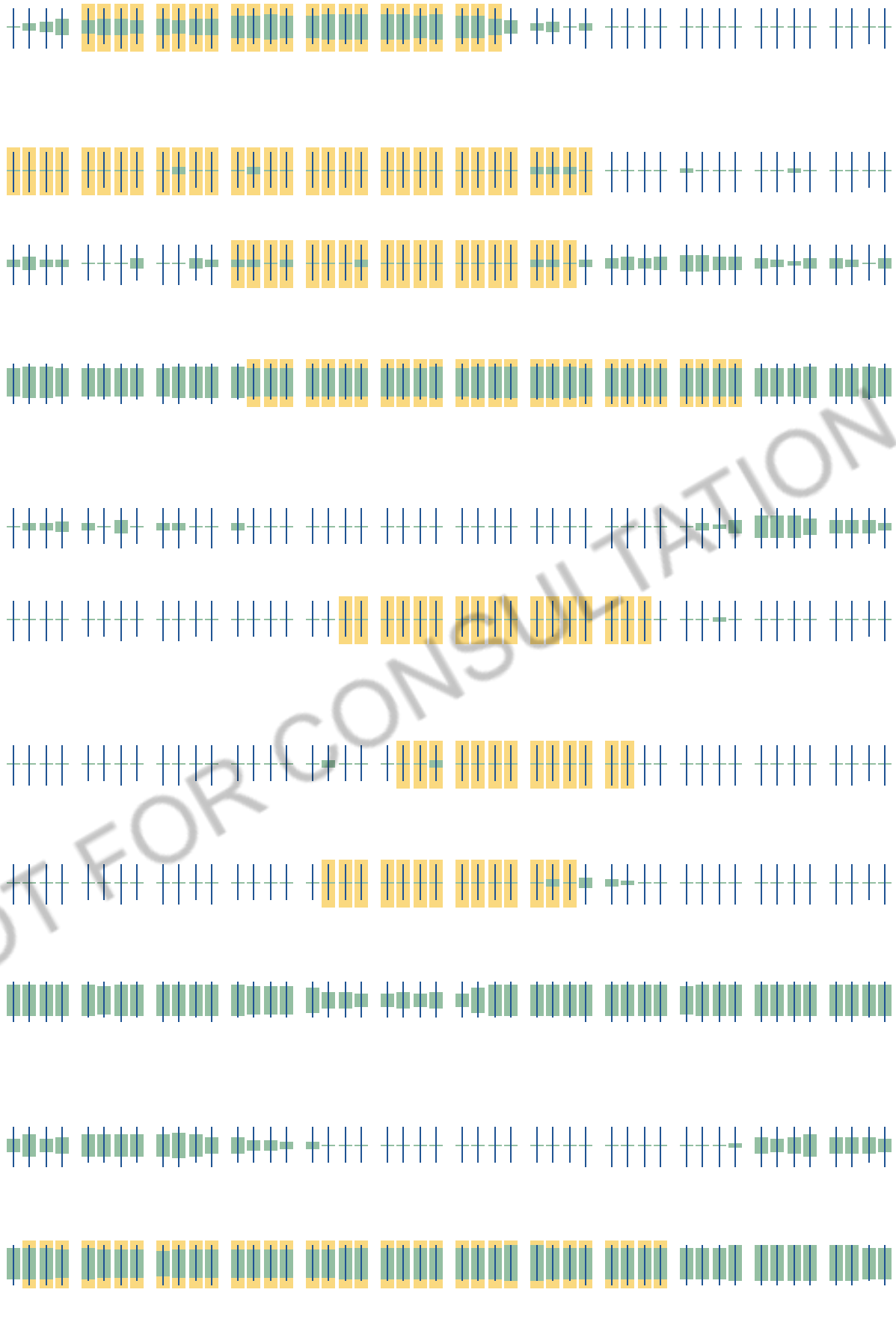
No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

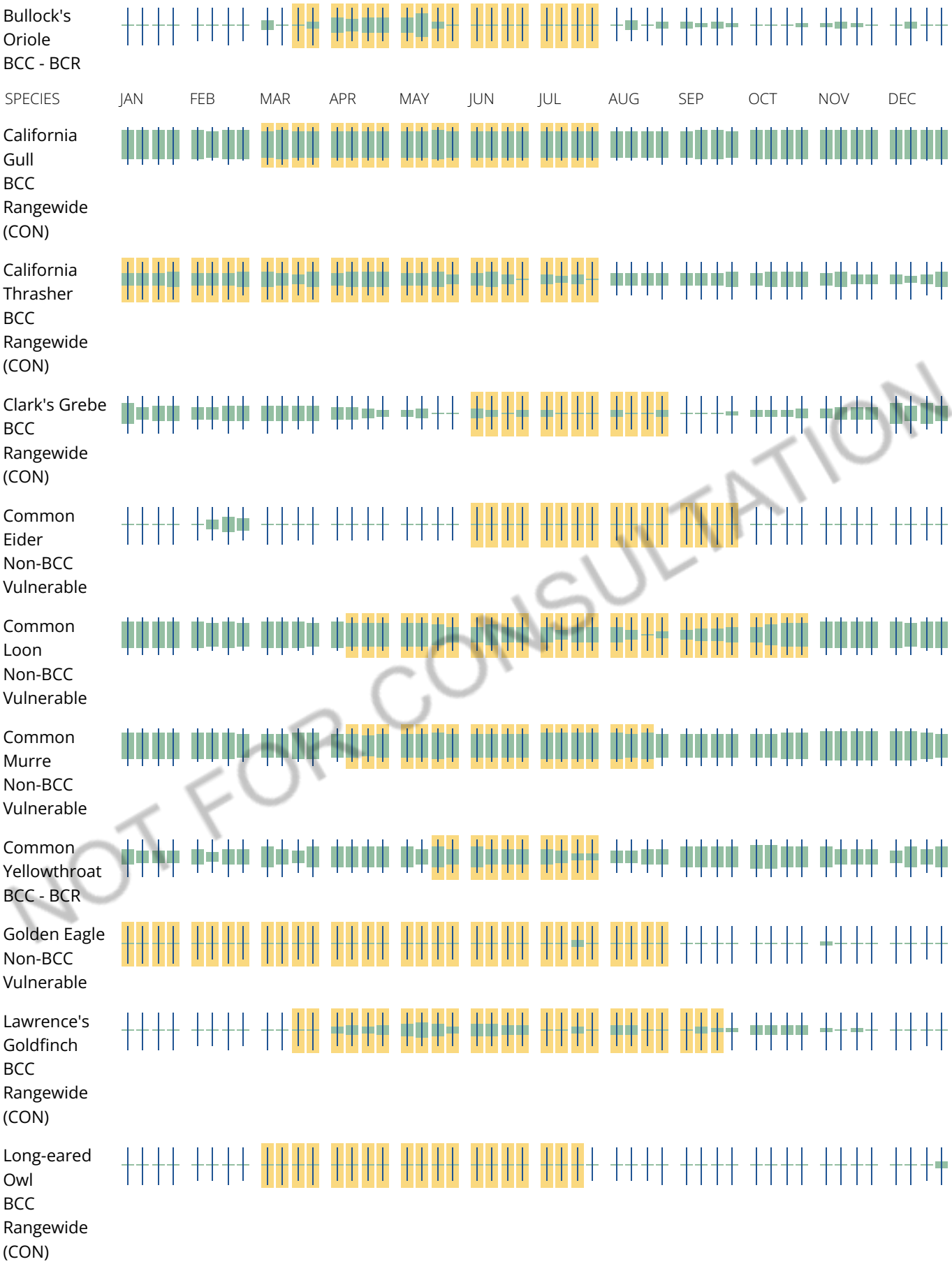
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probability of presence | breeding season | survey effort | no data

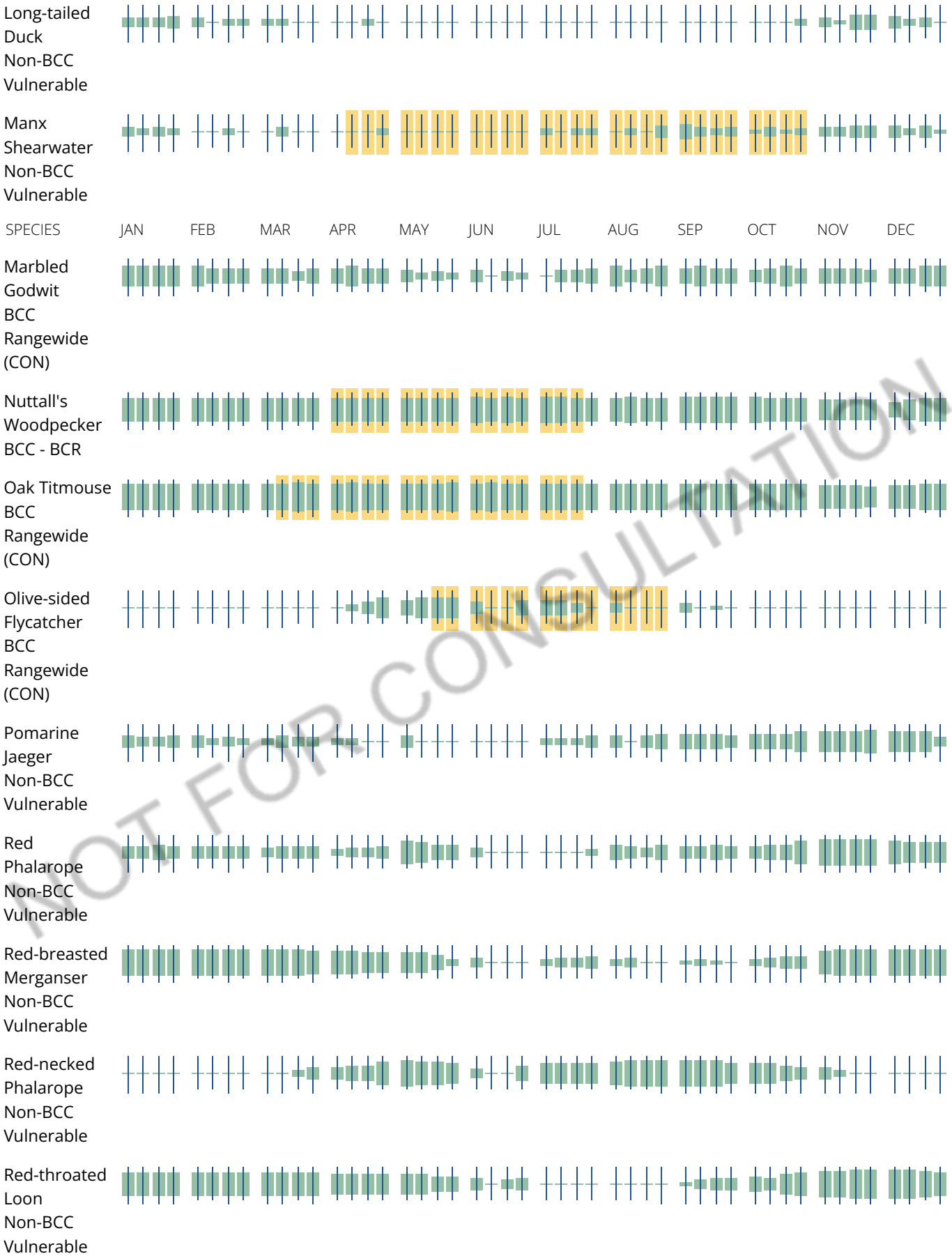
SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC



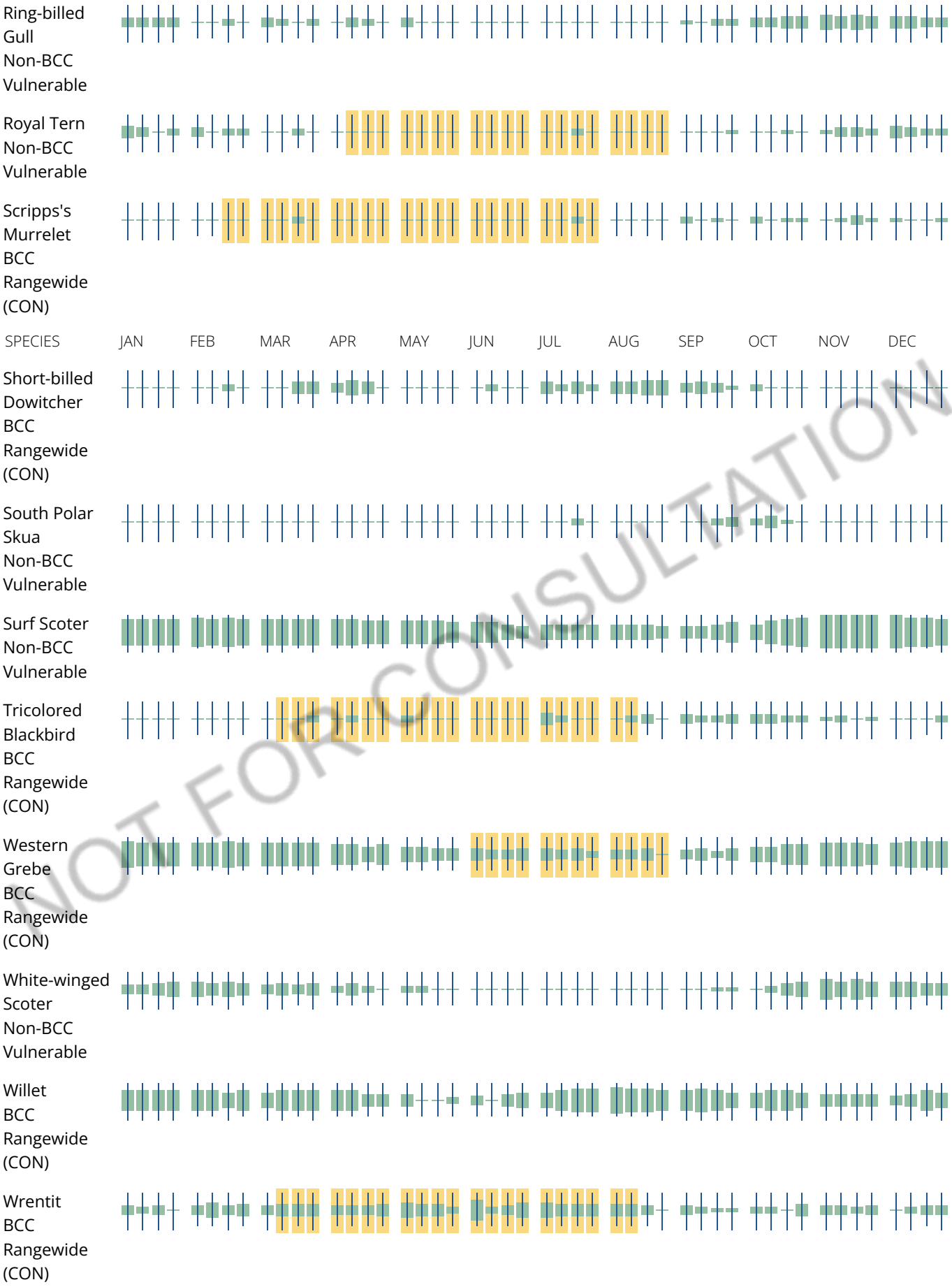
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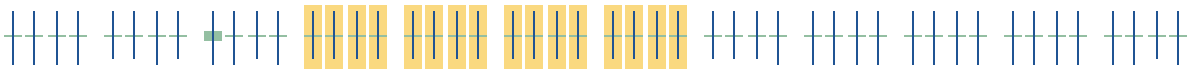


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Yellow-billed Magpie BCC Rangewide (CON)



Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the Rapid Avian Information Locator (RAIL) Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering,

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migrating or year-round), you may query your location using the RAIL Tool and look at the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what

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other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

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Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

FRESHWATER EMERGENT WETLAND

PEM1Cx

FRESHWATER POND

PUBHx

A full description for each wetland code can be found at the National Wetlands Inventory website

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

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Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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APPENDIX C

Special-Status Species Table

Special-Status Species Table

USGS quadrangles: Monterey, Marina, Seaside, Mt. Carmel, Soberanes Point.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
MAMMALS			
Corynorhinus townsendii Townsend's big-eared bat	-- / CSC / --	Found primarily in rural settings from inland deserts to coastal redwoods, oak woodland of the inner Coast Ranges and Sierra foothills, and low to mid-elevation mixed coniferous-deciduous forests. Typically roost during the day in limestone caves, lava tubes, and mines, but can roost in buildings that offer suitable conditions. Night roosts are in more open settings and include bridges, rock crevices, and trees.	**Low** Low quality foraging and night roost habitat are present in Monterey cypress trees adjacent to the project site. No day or maternity roosting habitat present within the project site. The CNDDB reports one 1948 occurrence of this species within the quadrangles reviewed, located approximately 10.5 miles south of the project site.
Puma concolor Mountain lion (Southern California/Central Coast ESU)	-- / SC / --	Typically found in pine forest, riparian and oak woodlands, streams, chaparral, and grasslands; however, also use desert habitats. Require large areas of relatively undisturbed habitat with adequate connectivity to allow for dispersal and gene flow. Generally avoids areas with human disturbance.	**Low** Mountain lions have been occasionally observed within the City of Pacific Grove. May rarely pass through the Point Piños Lighthouse Reservation area. However, no suitable habitat is present within the survey area.
Sorex ornatus salarius Monterey shrew	-- / CSC / --	Mostly moist or riparian woodland habitats, and within chaparral, grassland, and emergent wetland habitats where there is a thick duff or downed logs.	**Low** Low-quality habitat is present within emergent wetland vegetation within the survey area. However, thick duff and downed log habitat elements are missing. The CNDDB reports five records within the quadrangles reviewed, but all observations are more than 50 years old.
Taxidea taxus American badger	-- / CSC / --	Dry, open grasslands, fields, pastures savannas, and mountain meadows near timberline are preferred. The principal requirements seem to be sufficient food, friable soils, and relatively open, uncultivated grounds.	**Unlikely** No suitable habitat is present within the survey area.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
BIRDS			
Agelaius tricolor Tricolored blackbird (nesting colony)	-- / ST / --	Nest in colonies in dense riparian vegetation, along rivers, lagoons, lakes, and ponds. Primarily found within willow riparian and emergent wetland habitats. Forages over grassland or aquatic habitats.	**Low (nesting colony)** **Present (wintering birds)** The survey area is not a known locality for tricolored blackbird nesting colonies and is not listed by the CNDDB. The CNDDB reports eight occurrences within the quadrangles reviewed, the nearest of which is an April 2015 record 8.3 miles northeast of the site at Locke Padden, Marina, described as a possible nesting site. However, multiple winter observations of tricolored blackbirds at Crespi Pond by citizen scientists are recorded in the eBird database. Observation dates range from 1980 to 2020, are associated with the fall months of September, October, and November, except for one June record from 1982, and estimate between one and 94 individuals (eBird, 2021).
Athene cunicularia Western burrowing owl	-- / CSC / --	Year-round resident of open, dry grassland and desert habitats, and in grass, forb and open shrub stages of pinyon-juniper and ponderosa pine habitats. Frequents open grasslands and shrublands with perches and burrows. Use rodent burrows (often California ground squirrel) for roosting and nesting cover. Pipes, culverts, and nest boxes may be substituted for burrows in areas where burrows are not available.	**Low** Low-quality wintering habitat for burrowing owl may occur in the adjacent open landscapes of the municipal golf course and dunes. An anecdotal observation is recorded in eBird near Crespi Pond from September 29, 2020. However, no suitable habitat is present within the survey area.
Brachyramphus marmoratus Marbled murrelet (nesting)	FT / SE / --	Occur year-round in marine subtidal and pelagic habitats from the Oregon border to Point Sal. Partial to coastlines with stands of mature redwood and Douglas-fir. Requires dense mature forests of redwood and/or Douglas-fir for breeding and nesting.	**Not Present** No suitable habitat within the survey area.
Charadrius alexandrinus nivosus Western snowy plover	FT / CSC / --	Sandy beaches on marine and estuarine shores, also salt pond levees and the shores of large alkali lakes. Requires sandy, gravelly or friable soil substrate for nesting.	**Low** No suitable habitat within the survey area. Could occur as a fly by.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Coccyzus americanus occidentalis Western yellow-billed cuckoo	FT / SE / --	Inhabits extensive deciduous riparian thickets or forests with dense, low-level or understory foliage, slow-moving watercourses, backwaters, or seeps. Willow almost always a dominant component of the vegetation.	**Not Present** No suitable habitat within the survey area.
Coturnicops noveboracensis Yellow rail	-- / CSC / --	Wet meadows and coastal tidal marshes. Occurs year round in California, but in two primary seasonal roles: as a very local breeder in the northeastern interior and as a winter visitor (early Oct to mid-Apr) on the coast and in the Suisun Marsh region	**Low** Species prefers habitat with relatively low-growing marsh vegetation and is not typically associated with deeper water and tall emergent vegetation, such as cattails and tules.
Cypseloides niger Black swift	-- / CSC / --	Regularly nests in moist crevice or cave on sea cliffs above the surf, or on cliffs behind, or adjacent to, waterfalls in deep canyons. Forages widely over many habitats.	**Not Present** No suitable habitat within the survey area.
Gymnogyps californianus California condor	FE / SE / --	Roosting sites in isolated rocky cliffs, rugged chaparral, and pine covered mountains 2000-6000 feet above sea level. Foraging area removed from nesting/roosting site (includes rangeland and coastal area - up to 19 mile commute one way). Nest sites in cliffs, crevices, potholes.	**Not Present** No suitable habitat within the survey area.
Hydrobates homochroa Ashy storm-petrel	-- / CSC / --	Tied to land only to nest, otherwise remains over open sea. Nests in natural cavities, sea caves, or rock crevices on offshore islands and prominent peninsulas of the mainland.	**Not Present** No suitable habitat within the survey area.
Laterallus jamaicensis coturniculus California black rail	--/ ST&CFP/ -	Inhabits freshwater marshes, wet meadows & shallow margins of saltwater marshes bordering larger bays. Needs water depths of about 1 inch that does not fluctuate during the year & dense vegetation for nesting habitat.	**Low** Low-quality habitat occurs within the survey area. CNDDB reports a 2007 record in similar habitat at Spanish Bay approximately 2 miles southwest of the survey area and a 1967 record of a roadkill in Pacific Grove. However, survey area is outside of primary metapopulation localities of San Francisco Bay, coastal Marin County, Sierra Nevada foothills, and the lower Colorado River (Spautz et al., 2005). Water depth may exceed the species preferred depth.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Riparia riparia Bank swallow (nesting)	-- / ST / --	Nest colonially in sand banks. Found near water; fields, marshes, streams, and lakes.	**Low** CNDDB reports one occurrence approximately 5.8 miles east of the survey area in a sand bank. Suitable nesting habitat is absent from the survey area.
Vireo bellii pusillus Least Bell's vireo (nesting)	FE / SE / --	Riparian areas and drainages. Breed in willow riparian forest supporting a dense, shrubby understory. Oak woodland with a willow riparian understory is also used in some areas, and individuals sometimes enter adjacent chaparral, coastal sage scrub, or desert scrub habitats to forage.	**Not Present** No suitable riparian habitat within the survey area.
Sternula antillarum browni California least tern	FE / SE / --	Prefers undisturbed nest sites on open, sandy/gravelly shores near shallow-water feeding areas in estuaries. Sea beaches, bays, large rivers, bars.	**Not Present** No suitable habitat within the survey area. Could occur as a fly by.
REPTILES AND AMPHIBIANS			
Ambystoma californiense California tiger salamander	FT / ST / --	Annual grassland and grassy understory of valley-foothill hardwood habitats in central and northern California. Need underground refuges and vernal pools or other seasonal water sources.	**Unlikely** Crespi Pond provides poor aquatic breeding habitat for CTS due to its infrequent drying, presence of abundant crayfish and fish, and distance from other known CTS occurrences, the nearest of which is 8.6 miles from the site. This distance exceeds the known movement capability of CTS (1.3 miles). The surrounding golf course and dunes also provide poor upland habitat due to low concentration of small mammal burrows.
Anniella pulchra California legless lizard (includes *A. p. nigra* and *A. p. pulchra* as recognized by the Department)	-- / CSC / --	Requires moist, warm habitats with loose soil for burrowing and prostrate plant cover. Often forages in leaf litter at plant bases. May be found on beaches, sandy washes, and in woodland, chaparral, and riparian areas.	**Low** Legless lizard occurs at numerous locations in the quadrangles reviewed and four CNDDB occurrences are located in the vicinity of the survey area. However, these nearby occurrences are associated with coastal dunes. The aquatic, wetland, and golf course turf provide low-quality habitat for legless lizard within the Survey Area.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Emys marmorata western pond turtle	-- / CSC / --	Associated with permanent or nearly permanent water in a wide variety of habitats including streams, lakes, ponds, irrigation ditches, etc. Require basking sites such as partially submerged logs, rocks, mats of vegetation, or open banks.	**Low** Crespi Pond provides marginal habitat for western pond turtle but is isolated from other areas of suitable habitat. Most CNDDB records are associated with the Carmel River, although one record from 1995 documents the species in a former reservoir in Pacific Grove, 1.8 miles southeast of the Survey Area. Western pond turtle was not observed at the site by DD&A during surveys performed in 2014 and 2015 or the surveys performed during 2024 as part of this study. Therefore, the potential for occurrence is low.
Phrynosoma blainvillii Coast horned lizard	-- / CSC / --	Associated with open patches of sandy soils in washes, chaparral, scrub, and grasslands.	**Unlikely** No suitable habitat is present within the survey area.
Rana boylii Foothill yellow-legged frog	-- / CSC / --	Partly shaded, shallow streams and riffles with a rocky substrate in a variety of habitats, including hardwood, pine, and riparian forests, scrub, chaparral, and wet meadows. Rarely encountered far from permanent water.	**Unlikely** No suitable stream habitat is present within the survey area. CNDDB occurrences from the Monterey Peninsula are greater than 50 years old, are associated with streams, and are noted as likely extirpated.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Rana draytonii California red-legged frog	FT / CSC / --	Lowlands and foothills in or near permanent or late-season sources of deep water with dense, shrubby, or emergent riparian vegetation. During late summer or fall adults are known to utilize a variety of upland habitats with leaf litter or mammal burrows.	**Low** The nearest CNDDB occurrences are located at Seal Rock Creek, approximately 2.4 miles southwest of the project site. These include a 2002 observation of two adults and two juveniles (occurrence # 599) at the mouth of Seal Rock Creek and second 2002 observation (occurrence #600) of two subadults in a pool associated with a culvert. The distance of the project site from these occurrences and any other potential freshwater aquatic habitat exceeds one mile, the maximum known dispersal distance of the species. In addition, nighttime visual surveys conducted by DD&A in October 2014 and 2015 did not detect any CRLF. Abundant crayfish and an unidentified species of fish were documented as present during this study, significantly reducing the potential for presence of the species. Therefore, the potential for CRLF to occur is low.
Taricha torosa Coast Range newt	-- / CSC / --	Occur mainly in valley-foothill hardwood, valley-foothill hardwood-conifer, coastal scrub, and mixed chaparral, but is known to occur in grasslands and mixed conifer types. Seek cover under rocks and logs, in mammal burrows, rock fissures, or man-made structures such as wells. Breed in intermittent ponds, streams, lakes, and reservoirs.	**Low** The nearest CNDDB occurrence is approximately 8.8 miles away in the Santa Lucia range. Surrounding golf course and dunes provide poor upland habitat and the presence of abundant crayfish and fish significantly reduce the potential for presence of the species. Therefore, the potential for Coast Range newt is low.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
FISH			
Eucyclogobius newberryi Tidewater goby	FE / -- / --	Brackish water habitats, found in shallow lagoons and lower stream reaches. Tidewater gobies appear to be naturally absent (now and historically) from three large stretches of coastline where lagoons or estuaries are absent and steep topography or swift currents may prevent tidewater gobies from dispersing between adjacent localities. The southernmost large, natural gap occurs between the Salinas River in Monterey County and Arroyo del Oso in San Luis Obispo County.	**Not Present** No suitable habitat within the survey area.
Lavinia exilicauda harengus Monterey hitch (Pajaro/Salinas hitch)	-- / CSC / --	Found only within the Pajaro and Salinas River systems. Can occupy a wide variety of habitats, however, they are most abundant in lowland areas with large pools or small reservoirs that mimic such conditions. May be found in brackish water conditions within the Salinas River lagoon during the early summer months when the sandbar forms at the mouth of the river.	**Not Present** No suitable habitat within the survey area.
Oncorhynchus mykiss irideus Steelhead-central California coast.	FT / -- / --	Coastal perennial and near perennial streams, with suitable spawning and rearing habitat and no major barriers.	**Not Present** No suitable habitat within the survey area.
INVERTEBRATES			
Bombus crotchii Crotch bumble bee	-- / SC / --	Occurs in open grassland and scrub at relatively warm and dry sites. Requires plants that bloom and provide adequate nectar and pollen throughout the colony's life cycle, which is from early February to late October. Generally nests underground, often in abandoned mammal burrows. Within California this species is known to occur in the Mediterranean, Pacific Coast, Western Desert, as well as Great Valley and adjacent foothill regions.	**Low** No suitable habitat within the golf course, wetland, and water habitats of the survey area. Few, if any small mammal burrows are present within the survey area.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Bombus occidentalis Western bumble bee	-- / SC / --	Found in a range of habitats, including mixed woodlands, farmlands, urban parks and gardens, montane meadows, and prairie grasslands. Requires plants that bloom and provide adequate nectar and pollen throughout the colony's life cycle, which is from early February to late November. Generally nests underground, often in abandoned mammal burrows.	**Low** No suitable habitat within the golf course, wetland, and water habitats of the survey area. Few, if any small mammal burrows are present within the survey area.
Branchinecta lynchi Vernal pool fairy shrimp	FT / -- / --	Require ephemeral pools with no flow. Associated with vernal pool/grasslands from near Red Bluff (Shasta County), through the central valley, and into the South Coast Mountains Region.	**Unlikely** Although the Survey Area is within the range of this species, no CNDDB records occur within the quadrangles reviewed. The near-perennial water typical of Crespi Pond does not meet the ephemeral hydroperiod requirements of this species.
Danaus plexippus Monarch butterfly (Overwintering Site)	FC / -- / --	Overwinters in coastal California using colonial roosts generally found in eucalyptus, pine, and acacia trees. Overwintering habitat for this species within the Coastal Zone represents ESHA. Local ordinances often protect this species as well.	**Unlikely** Pacific Grove is well known for its Monarch butterfly overwintering sites. However, the Survey Area and exposed adjacent golf course areas do not provide suitable conditions for overwintering monarch butterflies.
Euphilotes enoptes smithi Smith's blue butterfly	FE / -- / --	Most commonly associated with coastal dunes and coastal sage scrub plant communities in Monterey and Santa Cruz Counties. Plant hosts are *Eriogonum latifolium* and *E. parvifolium*.	**Not Present** No suitable habitat is present within the survey area. The plant host species were not identified during 2024 surveys.
PLANTS			
Allium hickmanii Hickman's onion	-- / -- / 1B	Closed-cone coniferous forests, maritime chaparral, coastal prairie, coastal scrub, and valley and foothill grasslands at elevations of 5-200 meters. Bulbiferous perennial herb in the Alliaceae family; blooms March-May.	**Unlikely** No suitable habitat within the survey area.
Aphyllon robbinsii Robbins' broomrape	-- / -- / 1B	Coastal bluff scrub and coastal dunes in sandy or loose soils at elevations of 0 - 100 meters. Annual plant that is parasitic on *Eriophyllum staechadifolium*.	**Unlikely** No suitable habitat within the survey area. Host plant species absent from survey area.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Arctostaphylos edmundsii Little Sur manzanita	-- / -- / 1B	Coastal bluff scrub and chaparral on sandy soils at elevations of 30-105 meters. Evergreen shrub in the Ericaceae family; blooms November-April.	**Not Present** Not observed within the project site during January 2024 botanical surveys.
Arctostaphylos hookeri ssp. *hookeri* Hooker's manzanita	-- / -- / 1B	Closed-cone coniferous forest, chaparral, cismontane woodland, and coastal scrub on sandy soils at elevations of 85-536 meters. Evergreen shrub in the Ericaceae family; blooms January-June.	**Not Present** Not observed within the project site during January 2024 botanical surveys.
Arctostaphylos montereyensis Monterey manzanita	-- / -- / 1B	Maritime chaparral, cismontane woodland, and coastal scrub on sandy soils at elevations of 30-730 meters. Evergreen shrub in the Ericaceae family; blooms February-March.	**Not Present** Not observed within the project site during January 2024 botanical surveys.
Arctostaphylos pajaroensis Pajaro manzanita	-- / -- / 1B	Chaparral on sandy soils at elevations of 30-760 meters. Evergreen shrub in the Ericaceae family; blooms December-March.	**Not Present** Not observed within the project site during January 2024 botanical surveys.
Arctostaphylos pumila Sandmat manzanita	-- / -- / 1B	Openings of closed-cone coniferous forests, maritime chaparral, cismontane woodland, coastal dunes, and coastal scrub on sandy soils at elevations of 3-205 meters. Evergreen shrub in the Ericaceae family; blooms February-May.	**Not Present** Not observed within the project site during January 2024 botanical surveys.
Arenaria paludicola Marsh sandwort	FE / SE / 1B	Known from only two natural occurrences in Black Lake Canyon and at Oso Flaco Lake. Sandy openings of freshwater of brackish marshes and swamps at elevations of 3-170 meters. Stoloniferous perennial herb in the Caryophyllaceae family; blooms May-August.	**Unlikely** Project site is not near the two known occurrences.
Castilleja ambigua var. insalutata Pink johnny-nip	-- / -- / 1B	Coastal prairie and coastal scrub at elevations of 0-100 meters. Annual herb in the Orobanchaceae family; blooms May-August.	**Unlikely** No suitable habitat within the survey area.
Centromadia parryi ssp. *congdonii* Congdon' tarplant	-- / -- /1B	Valley and foothill grassland on alkaline soils at elevations of 0-230 meters. Annual herb in the Asteraceae family; blooms May-November.	**Unlikely** No suitable habitat within the survey area.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Chorizanthe minutiflora Fort Ord spineflower	-- / -- / 1B	Sandy openings of maritime chaparral and coastal scrub at elevations of 55-150 meters. Only known occurrences on Fort Ord National Monument. Annual herb in the Polygonaceae family; blooms April-July.	**Unlikely** No suitable habitat within the survey area. Only known from Fort Ord National Monument.
Chorizanthe pungens var. *pungens* Monterey spineflower	FT / -- / 1B	Maritime chaparral, cismontane woodland, coastal dunes, coastal scrub, and valley and foothill grassland on sandy soils at elevations of 3-450 meters. Annual herb in the Polygonaceae family; blooms April-July.	**Unlikely** Known from nearby dune and coastal bluff habitats, but suitable habitat is absent from the survey area.
Clarkia jolonensis Jolon clarkia	-- / -- / 1B	Cismontane woodland, chaparral, riparian woodland, and coastal scrub at elevations of 20-660 meters. Annual herb in the Onagraceae family; blooms April-June.	**Unlikely** No suitable habitat within the survey area.
Collinsia multicolor San Francisco collinsia	-- / -- / 1B	Closed-cone coniferous forest and coastal scrub, sometimes on serpentinite soils, at elevations of 30-250 meters. Annual herb in the Plantaginaceae family; blooms March-May.	**Unlikely** No suitable habitat within the survey area.
Cordylanthus rigidus ssp. *littoralis* Seaside bird's-beak	-- / SE / 1B	Closed-cone coniferous forests, maritime chaparral, cismontane woodlands, coastal dunes, and coastal scrub on sandy soils, often on disturbed sites, at elevations of 0-425 meters. Annual hemi-parasitic herb in the Orobanchaceae family; blooms April-October.	**Unlikely** No suitable habitat within the survey area.
Delphinium californicum ssp. *interius* Hospital Canyon California larkspur	-- / -- / 1B	Openings in chaparral, coastal scrub, and mesic areas of cismontane woodland at elevations of 230-1095 meters. Perennial herb in the Ranunculaceae family; blooms April-June.	**Unlikely** No suitable habitat within the survey area.
Delphinium hutchinsoniae Hutchinsons' larkspur	-- / -- / 1B	Broadleaved upland forest, chaparral, coastal scrub, and coastal prairie at elevations of 0-427 meters. Perennial herb in the Ranunculaceae family; blooms March-June.	**Unlikely** No suitable habitat within the survey area.
Ericameria fasciculata Eastwood's goldenbush	-- / -- / 1B	Openings in closed-cone coniferous forest, maritime chaparral, coastal dunes, and coastal scrub on sandy soils at elevations of 30-275 meters. Evergreen shrub in the Asteraceae family; blooms July-October.	**Not Present** Not observed within the project site during January 2024 botanical surveys.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Eriogonum nortonii Pinnacles buckwheat	-- / -- / 1B	Chaparral and valley and foothill grassland on sandy soils, and often on recent burns, at elevations of 300-975 meters. Annual herb in the Polygonaceae family; blooms May-September.	**Not Present** Not observed within the project site during January 2024 botanical surveys.
Eryngium montereyense Fort Ord button-celery	-- / -- / 1B	Vernally moist swales and vernal pools in valley and foothill grassland surrounded by maritime chaparral and coast live oak woodland on marine sedimentary substrate at elevations or 120-180 meters. Perennial herb in the Apiaceae family; blooms March-May.	**Low** Low quality habitat within the survey area. Project site is outside the typical elevation range of the species and does not have a vernal hydrologic regime.
Erysimum ammophilum Coast wallflower	-- / -- / 1B	Openings in maritime chaparral, coastal dunes, and coastal scrub on sandy soils at elevations of 0-60 meters. Perennial herb in the Brassicaceae family; blooms February-June.	**Unlikely** No suitable habitat within the survey area.
Erysimum menziesii Menzies' wallflower	FE / SE / 1B	Coastal dunes at elevations of 0-35 meters. Perennial herb in the Brassicaceae family; blooms March-September.	**Unlikely** Known from nearby dune habitats, but suitable habitat is absent from the survey area.
Fritillaria liliacea Fragrant fritillaria	-- / -- / 1B	Cismontane woodland, coastal prairie, coastal scrub, and valley and foothill grassland, often serpentinite, at elevations of 3-410 meters. Bulbiferous perennial herb in the Liliaceae family; blooms February-April.	**Unlikely** No suitable habitat within the survey area.
Gilia tenuiflora ssp. arenaria Sand gilia	FE / ST / 1B	Openings in maritime chaparral, cismontane woodland, coastal dunes, and coastal scrub on sandy soils at elevations of 0-45 meters. Annual herb in the Polemoniaceae family; blooms April-June.	**Unlikely** Known from nearby dune habitats, but suitable habitat is absent from the survey area.
Hesperocyparis goveniana Gowen cypress	FT / -- / 1B	Closed-cone coniferous forest and maritime chaparral at elevations of 30-300 meters. Evergreen tree in the Cupressaceae family. Natively occurring only at Point Lobos near Gibson Creek and the Huckleberry Hill Nature Preserve near Highway 68.	**Not Present** Not observed within the project site during January 2024 botanical surveys.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Hesperocyparis macrocarpa Monterey cypress	-- / -- / 1B	Closed-cone coniferous forest at elevations of 10-30 meters. Evergreen tree in the Cupressaceae family. Natively occurring only at Cypress Point in Pebble Beach and Point Lobos State Park; widely planted and naturalized elsewhere.	**Present** The survey area is outside of the historic native occurrences of Monterey cypress mapped by the CNDDB. Three Monterey cypress trees occur within the survey area and others are found immediately adjacent to the survey area but are naturalized individuals and are not afforded the same management protections as Monterey cypress trees in native stands.
Horkelia cuneata ssp. sericea Kellogg's horkelia	-- / -- / 1B	Closed-cone coniferous forests, maritime chaparral, and openings in coastal scrub on sandy or gravelly soils at elevations of 10-200 meters. Perennial herb in the Rosaceae family; blooms April-September.	**Unlikely** No suitable habitat within the survey area.
Horkelia marinensis Point Reyes horkelia	-- / -- / 1B	Coastal dunes, coastal prairie, and coastal scrub on sandy soils at elevations of 5-350 meters. Perennial herb in the Rosaceae family; blooms May-September.	**Unlikely** No suitable habitat within the survey area.
Lasthenia conjugens Contra Costa goldfields	FE / -- / 1B	Mesic areas of valley and foothill grassland, alkaline playas, cismontane woodland, and vernal pools at elevations of 0-470 meters. Annual herb in the Asteraceae family; blooms March-June.	**Unlikely** No suitable habitat within the survey area.
Layia carnosa Beach layia	FE / SE / 1B	Coastal dunes and coastal scrub on sandy soils at elevations of 0-60 meters. Annual herb in the Asteraceae family; blooms March-July.	**Unlikely** Known from nearby dune habitats, but suitable habitat is absent from the survey area.
Lupinus tidestromii Tidestrom's lupine	FE / SE / 1B	Coastal dunes at elevations of 0-100 meters. Perennial rhizomatous herb in the Fabaceae family; blooms April-June.	**Unlikely** Known from nearby dune habitats, but suitable habitat is absent from the survey area.
Malacothamnus palmeri var. *involucratus* Carmel Valley bush mallow	-- / -- / 1B	Chaparral, cismontane woodland, and coastal scrub at elevations of 30-1100 meters. Deciduous shrub in the Malvaceae family; blooms May-August.	**Unlikely** No suitable habitat within the survey area.
Malacothrix saxatilis var. *arachnoidea* Carmel Valley malacothrix	-- / -- / 1B	Chaparral and coastal scrub on rocky soils at elevations of 25-1036 meters. Perennial rhizomatous herb in the Asteraceae family; blooms June-December.	**Unlikely** No suitable habitat within the survey area.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Microseris paludosa Marsh microseris	-- / -- /1B	Mesic areas of closed-cone coniferous forest, cismontane woodland, coastal scrub, and valley and foothill grasslands at elevations of 3-300 meters. Perennial herb in the Asteraceae family; blooms April-June (July).	**Unlikely** No suitable habitat within the survey area.
Monardella sinuata ssp. *nigrescens* Northern curly-leaved monardella	-- / -- /1B	Chaparral, coastal dunes, coastal scrub, and lower montane coniferous forest (ponderosa pine sandhills) on sandy soils at elevations of 0-300 meters. Annual herb in the Lamiaceae family; blooms April-September.	**Unlikely** No suitable habitat within the survey area.
Monolopia gracilens Woodland wollythreads	-- / -- / 1B	Chenopod scrub and valley and foothill grassland on sandy soils at elevations of 60-800 meters. Annual herb in the Asteraceae family; blooms: February-May.	**Unlikely** No suitable habitat within the survey area.
Pinus radiata Monterey pine	-- / -- / 1B	Closed-cone coniferous forest at elevations of 25-185 meters. Evergreen tree in the Pinaceae family. Only three native stands in CA, at Ano Nuevo, Cambria, and the Monterey Peninsula; introduced in many areas.	**Not Present** Not observed within the project site during January 2024 botanical surveys.
Piperia yadonii Yadon's rein orchid	FE / -- / 1B	Sandy soils in coastal bluff scrub, closed-cone coniferous forest, and maritime chaparral at elevations of 10-510 meters. Annual herb in the Orchidaceae family; blooms May-August.	**Unlikely** No suitable habitat within the survey area.
Plagiobothrys uncinatus Hooked popcorn flower	-- / -- / 1B	Chaparral, cismontane woodlands, valley and foothill grasslands on sandy soils; elevation 300-760 meters. Annual herb in the Boraginaceae family, blooms April-May.	**Unlikely** No suitable habitat within the survey area.
Potentilla hickmanii Hickman's cinquefoil	FE / SE / 1B	Coastal bluff scrub, closed-cone coniferous forests, vernally mesic meadows, and freshwater marshes and swamps at elevations of 10-149 meters. Perennial herb in the Rosaceae family; blooms April-August.	**Low** Poor habitat within the survey area due to inundation, disturbance, and adjacent golf course turf.
Ramalina thrausta Angel's hair lichen	-- / -- / 2B	North coast coniferous forest on dead twigs and other lichens. Epiphytic fructose lichen in the Ramalinaceae family. In northern CA it is usually found on dead twigs, and has been found on *Alnus rubra*, *Calocedrus decurrens*, *Pseudotsuga menziesii*, *Quercus garryana*, and *Rubus spectabilis*. In Sonoma County it grows on and among dangling mats of *R. menziesii* and *Usnea* spp.	**Unlikely** No suitable habitat within the survey area.

Species	Status (USFWS/ CDFW/ CNPS)	General Habitat	Occurrence Potential within Survey Area
Rosa pinetorum Pine rose	-- / -- / 1B	Closed-cone coniferous forest at elevations of 2-300 meters. Shrub in the Rosaceae family; blooms May-July. Possible hybrid of *R. spithamea*, *R. gymnocarpa*, or others; further study needed.	**Unlikely** No suitable habitat within the survey area.
Stebbinsoseris decipiens Santa Cruz microseris	-- / -- / 1B	Broadleaved upland forest, closed-cone coniferous forest, chaparral, coastal prairie, coastal scrub, and openings in valley and foothill grassland, sometimes on serpentinite, at elevations of 10-500 meters. Annual herb in the Asteraceae family; blooms April-May.	**Unlikely** No suitable habitat within the survey area.
Sulcaria spiralifera Twisted horsehair lichen	-- / -- / 1B	California North Coast coniferous forest at elevations of 0–30 meters. Often found on conifers, including *Picea sitchensis*, *Pinus contorta var. contorta*, *Pseudotsuga menziesii*, *Abies grandis*, and *Tsuga heterophylla*. Fruticose lichen in the Parmeliaceae family.	**Unlikely** No suitable habitat within the survey area.
Tortula californica California screw moss	-- / -- / 1B	Valley and foothill grassland and chenopod scrub on sandy soils at elevations of 10-1460. Moss in the Pottiaceae family.	**Unlikely** No suitable habitat within the survey area.
Trifolium buckwestiorum Santa Cruz clover	-- / -- / 1B	Broadleaved upland forest, cismontane woodland, and margins of coastal prairie on gravelly soils at elevations of 105-610 meters. Annual herb in the Fabaceae family; blooms April-October.	**Unlikely** No suitable habitat within the survey area.
Trifolium hydrophilum Saline clover	-- / -- / 1B	Marshes and swamps, valley and foothill grassland (mesic, alkaline), and vernal pools at elevations of 0-300 meters. Annual herb in the Fabaceae family; blooms April-June.	**Low** Poor habitat within the survey area due to inundation, disturbance, and adjacent golf course turf.
Trifolium polyodon Pacific Grove clover	-- / SR / 1B	Closed-cone coniferous forest, coastal prairie, meadows and seeps, and mesic areas in valley and foothill grassland at elevations of 5-120 meters. Annual herb in the Fabaceae family; blooms April-June.	**Low** Poor habitat within the survey area due to inundation, disturbance, and adjacent golf course turf.
Trifolium trichocalyx Monterey clover	FE / SE / 1B	Sandy openings and burned areas of closed-cone coniferous forest at elevations of 30-240 meters. Annual herb in the Fabaceae family; blooms April-June.	**Unlikely** No suitable habitat within the survey area.

STATUS DEFINITIONS:

Federal
FE = listed as Endangered under ESA
FT = listed as Threatened under ESA
-- = not listed

State
SE = listed as Endangered under CESA
ST = listed as Threatened under CESA
SR = listed as Rare under CESA
CSC = VDFW Species of Special Concern
CFP = California Fully Protected Species
-- = not listed

California Native Plant Society
1B = List 1B species; rare, threatened, or endangered in California
2B = List 2B species; rare, threatened, or endangered in California but more common elsewhere

POTENTIAL TO OCCUR
Present – known occurrence of species within the site; presence of suitable habitat conditions; or observed during field surveys
High – known occurrence of species in the vicinity from the CNDDB or other documentation; presence of suitable habitat conditions
Moderate – known occurrence of species in the vicinity from the CNDDB or other documentation; presence of marginal habitat conditions
Low – species known to occur in the vicinity from the CNDDB or other documentation; presence of low quality habitat conditions
Unlikely – species not known to occur in the vicinity from the CNDDB or other documentation; no suitable habitat is present
Not Present – species not observed during surveys

APPENDIX D

Wetland Delineation

CRESPI POND

Combined Delineation of Coastal and Federal Wetlands and Other Waters

February 2024

Prepared for:
City of Pacific Grove
300 Forest Avenue
Pacific Grove, CA 93950

Prepared by:

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Appendix A – Wetland Delineation Forms

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1 Introduction

This wetland delineation report prepared for Crespi Pond documents the location and extent of potentially jurisdictional wetlands and/or other waters of the United States, as well as wetlands potentially protected by California law at the project site. Denise Duffy & Associates (DD&A) performed the data collection during January 2024 and considered current federal and state wetland protection policy in the analysis of results.

Crespi Pond is located at Point Piños in the City of Pacific Grove and is situated immediately adjacent to Ocean Boulevard within the Point Piños Lighthouse Reservation, between the 16th and 17th holes of the municipal golf course (**Figure 1**). The project site is located in the Coastal Zone within Assessor's Parcel Number (APN) 007-011-006-000 and the U.S. Geological Survey 7.5-minute Monterey quadrangle.

1.1 Regulatory Background

1.2 Federal Regulation

Wetlands and Waters of the U.S.

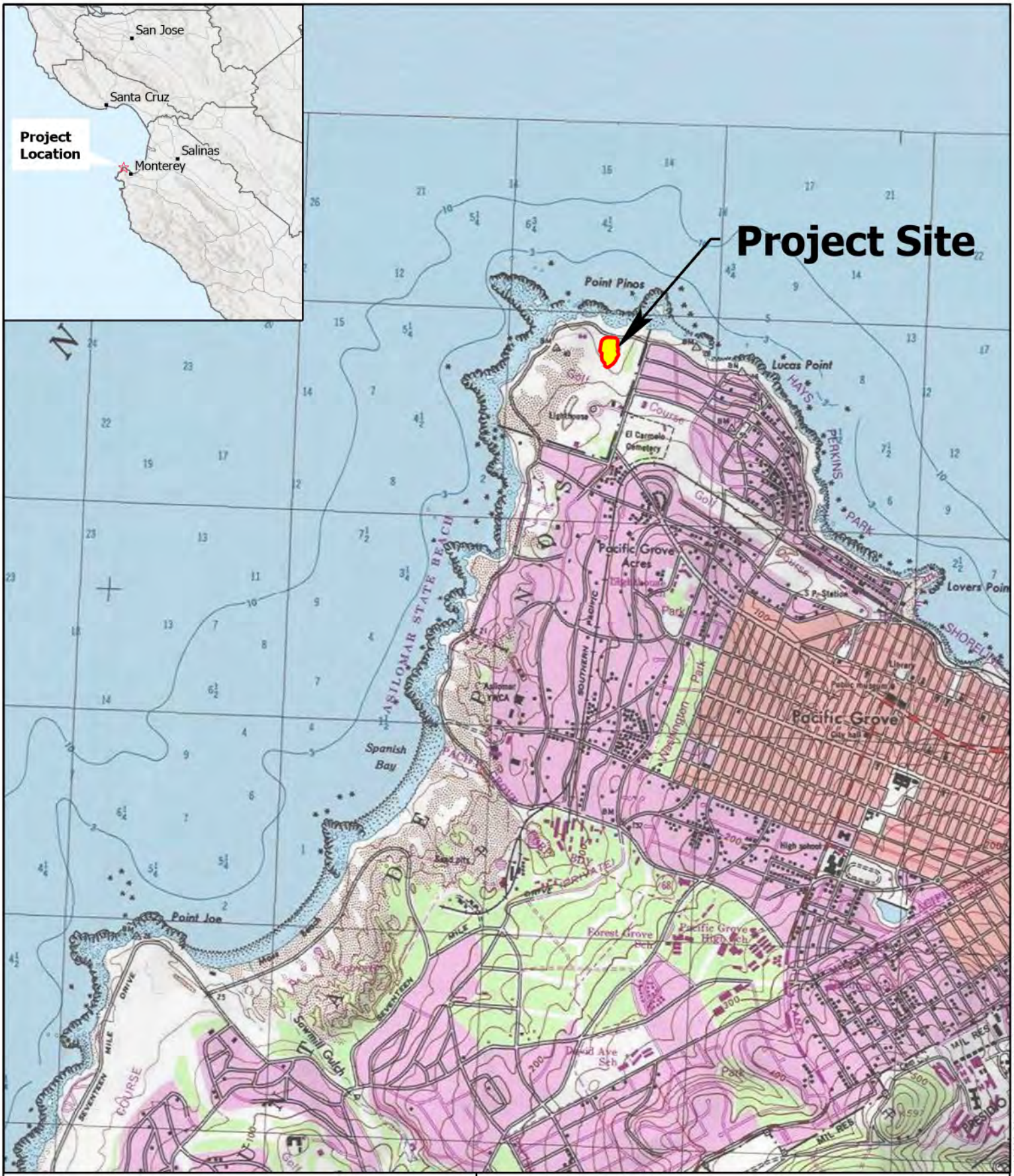
The U.S. Army Corps of Engineers (ACOE) is the primary federal agency responsible for regulating wetlands and waters. The ACOE and the Environmental Protection Agency (EPA) define wetlands as:

> *Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas* (ACOE, 1982 and EPA, 1980).

The Field Guide for Wetland Delineation: 1987 Corps of Engineers Manual (Wetland Manual) (Environmental Laboratory, 1987) describes the three environmental parameters used in delineating jurisdictional wetlands. The three parameters are:

> ***Vegetation.*** *The prevalent vegetation consists of macrophytes that are typically adapted to areas having hydrologic and soil conditions described in the definition of a wetland above. Hydrophytic species, due to morphological, physiological, and/or reproductive adaptation(s), have the ability to grow effectively, compete, reproduce, and/or persist in anaerobic soil conditions;*
>
> ***Soil.*** *Soils are present and have been classified as hydric or they possess characteristics that are associated with reducing soil conditions; and*
>
> ***Hydrology.*** *The area is inundated either permanently or periodically at mean water depths of* ≤ 6.6 *feet, or the soil is saturated to the surface at some time during the growing season of the prevalent vegetation.*

The Wetland Manual states that "evidence of a minimum of one positive wetland indicator from each parameter…must be found in order to make a positive wetland determination." However, climatic and hydrologic conditions in the Arid West often make it difficult to identify wetland indicators. Therefore, on December 18, 2006, the San Francisco District of the ACOE distributed a public notice requiring that, as of January 1, 2007, any new delineation work within their jurisdiction follow the guidance contained in the *Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region*



Project Location Map

Crespi Pond

0 0.25 0.5 Miles

Denise Duffy and Associates, Inc.
Planning and Environmental Consulting

Date 2-2024

Scale (2,400)

Figure 1

Path: C:\JWandkeGIS\GIS_Projects\2023-83 Crespi Pond\2023-83 Crespi Pond.aprx

(Supplement) (ACOE, 2006). In September 2008, the ACOE released the final version of the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0)* (Supplement) to replace the Interim Supplement. The Supplement provides both indicators for each parameter that are specific to the Arid West region and guidance on difficult wetland situations where indicators may be lacking.

Definition of Waters of the U.S.

In the mid-1980s, the EPA and the ACOE promulgated a definition of waters of the U.S. which has been amended and modified several times since. Four Supreme Court decisions addressed the definition of waters of the U.S.: *United States v. Riverside Bayview Homes, Inc.* (1985), S*olid Waste Agency of Northern Cook County v. U.S. Army Corps of Engineers* (SWANCC, 2001), *Rapanos v. United States* (2006), *Sackett v. EPA* (2023). On December 2, 2008, following *Rapanos v. United States*, the ACOE and EPA developed additional guidance for implementing the waters of the U.S. definition (ACOE & EPA, 2007). The EPA and the ACOE then amended the scope of waters protected under the CWA On May 27, 2015 (2015 Rule). However, two federal district courts found that the 2015 rule suffered from errors and issued orders remanding the 2015 Clean Water Rule back to the agencies. On October 22, 2019, the EPA and the ACOE published a final rule to repeal the 2015 Rule and re-codify the regulatory text that existed prior to the 2015 Rule. This final rule became effective on December 23, 2019, but was then replaced by the Navigable Waters Protection Rule (NWPR) on June 22, 2020. Under the NWPR, four categories of waters were federally regulated, 12 categories of exclusions were detailed, and several elements related to federal CWA jurisdiction were clarified. However, following legal challenges to the NWPR, President Biden signed Executive Order 13990 on January 20, 2021, which required that the agencies review the 2020 NWPR to determine its alignment with three principles laid out in the Executive Order: science, climate change, and environmental justice. Subsequently, a revised definition of waters of the U.S. was published on January 18, 2023, and became effective on March 20, 2023.

On August 29, 2023, EPA and ACOE announced a final rule amending the January 18, 2023 rule to conform with the May 25, 2023 Supreme Court decision in the case of *Sackett v. EPA*. The conforming rule was published in the Federal Register and became effective on September 8, 2023 (EPA 2023). The amended rule changes certain portions of the regulatory definition of waters of the U.S., including but not limited to removing interstate wetlands from the text of the interstate waters provision, removing the significant nexus standard for tributaries and adjacent wetlands and revising the definition of adjacent to require a continuous surface connection.

The following is the current definition of waters of the U.S., per the pre-publication version of the final rule (40 CFR 120.2[a]) at the time of preparation of this document:

> *(1) Waters which are:*
>
> > *(i) Currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;*
> >
> > *(ii) The territorial seas; or*
> >
> > *(iii) Interstate waters;*
>
> *(2) Impoundments of waters otherwise defined as waters of the United States under this definition, other than impoundments of waters identified under paragraph (a)(5) of this section;*

(3) Tributaries of waters identified in paragraph (a)(1) or (2) of this section:

That are relatively permanent, standing or continuously flowing bodies of water;

(4) Wetlands adjacent to the following waters:

(i) Waters identified in paragraph (a)(1) of this section; or

(ii) Relatively permanent, standing or continuously flowing bodies of water identified in paragraph (a)(2) or (a)(3) of this section and with a continuous surface connection to those waters;

(5) Intrastate lakes and ponds not identified in paragraphs (a)(1) through (4) of this section:

That are relatively permanent, standing or continuously flowing bodies of water with a continuous surface connection to the waters identified in paragraph (a)(1) or (a)(3)(i) of this section; or

As identified above, "other waters," including lakes, ponds, and streams, are subject to ACOE jurisdiction. "Other waters" are characterized by an ordinary high water (OHW) mark, which is defined as:

> *…that line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the characteristics of the soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas* (ACOE, 1982).

In the field, "other waters" are identified by the presence of a defined river or stream bed, a bank, and evidence of the flow of water.

1.2.1 State Regulation

California Coastal Act Wetlands

Although wetlands are typically under the jurisdiction of the ACOE, wetlands found in the coastal zone may also be regulated under the California Coastal Act (CCA) of 1976 and the federal Coastal Zone Management Act (CZMA) under the jurisdiction of the California Coastal Commission (CCC). Under the CCA, wetlands are defined as:

> *Land within the coastal zone which may be covered periodically or permanently with shallow water and include saltwater marshes, freshwater marshes, open or closed brackish water marshes, swamps, mudflats, and fens. (Pub. Res. Code §30121).*

The CCC Administrative Regulations (California Code of Regulations Title 14 [14 CCR]) provides an expanded definition:

> *…Wetlands are lands where the water table is at, near, or above the land surface long enough to promote the formation of hydric soils or to support the growth of hydrophytes, and shall also include those types of wetlands where vegetation is lacking and soil is poorly developed or absent as a result of frequent or drastic fluctuations of surface water levels, wave action, water flow, turbidity or high concentrations of salt or other substance in the substrate. Such wetlands can be recognized by the presence of surface water or saturated substrate at some time during each year and their location within, or adjacent to, vegetated wetlands or deepwater habitats… (14 CCR, §13577).*

In contrast to the Federal definition of wetlands, the Coastal Commission's regulations follow a one parameter definition that requires presence of only a single parameter to establish wetland conditions (California Coastal Commission 2011). The Coastal Commission's regulations do not provide technical guidance for delineating wetlands in the field. Therefore, the Federal procedures to identify wetland indicators and evaluate whether a site meets any of the three parameters of vegetation, soils, or hydrology was used to delineate coastal wetlands.

2 Methods

This wetland delineation was conducted in accordance with the methods set forth in the Wetland Manual and Supplement to identify indicators and evaluate whether a site meets any or all of the three parameters. Prior to conducting the field survey, available reference materials were reviewed, including the Web Soil Survey (USDA-NRCS 2024), the National Wetlands Inventory Wetland Mapper (U.S. Fish and Wildlife Service [USFWS] 2024), the National Hydrography Dataset (U.S. Geological Survey [USGS] 2023), USGS 7.5-minute Monterey topographic map, and aerial imagery of the site.

2.1 Field Methods

The delineation was conducted on January 29, 2024 by DD&A Environmental Scientists. Data collected during the field survey was recorded on Wetland Determination Data Forms for the Arid West Region provided in the Supplement using the Wildnote application. Vegetation, soils, and hydrology were assessed following the guidelines detailed in the Wetland Manual and Supplement at a total of two paired sample points. The sampling point was mapped using a Trimble Pro XH GPS unit and a picture was taken of the area immediately surrounding the point. In addition, the OHW mark was also mapped with GPS using a combination of lines and points.

Field data was analyzed to determine if wetlands and other waters were potentially present under both the "three parameter" Federal definition and/or the "single parameter" Coastal Commission definition. The boundaries of wetlands and other waters were drawn with ArcGIS software using a combination of field observations and the GPS field data. Indicators described in the Wetland Manual and Supplement that were used to make wetland determinations at each sampling point are discussed below.

2.2 Vegetation

Vegetation was broken into four strata for evaluation: tree, sapling/shrub, herb, and woody vines. Dominant plant species and approximate percent cover within five feet of the sampling point were recorded for the sapling/shrub, woody vine, and herb stratums and within 30 feet for the tree stratum. Plant species were identified using The Plants of Monterey County; an Illustrated Field Guide – Second Edition (Matthews and Mitchell 2015) and were assigned a wetland status according to the Arid West 2020 Regional Wetland Plant List (ACOE 2020). This wetland classification system is based on the expected frequency of occurrence in wetlands as described in **Table 1** below.

Table 1. Wetland Vegetation Classification System

Symbol	Indicator Category	Definition	Frequency of Occurrences
OBL	Obligate Wetland Plants	Always found in wetlands	>99%
FACW	Facultative Wetland Plants	Most often occur in wetlands	67-99%
FAC	Facultative Plants	Equal likelihood of occurring in wetlands and non-wetlands	33-67%
FACU	Facultative Upland Plants	Most often occur in non-wetlands	1-33%
UPL	Obligate Upland Plants	Always found in non-wetlands	<1%
NL	Not Listed (Assumed Upland)		

The "dominance test", as described in the Supplement, was applied to survey point. If greater than 50 percent of the dominant plant species across all strata were rated OBL, FACW, or FAC, then the plant community "passed" the dominance test and the vegetation was determined to be hydrophytic. Neither the prevalence test nor morphological adaptations indicator were used, as the conditions described in the manual for each were absent (i.e., plant community failing the dominance test with presence of both hydric soil and wetland hydrology).

2.3 Soils

The National Technical Committee for Hydric Soils (NTCHS) defines a hydric soil as:

> *A soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part.* (USDA-NRCS 1995).

The soil at the survey point was evaluated by digging an approximately 18-inch hole and identifying soil horizons, color, and texture, as well as any hydric soil indicators (as described in the Supplement). Soil color was evaluated by comparing a small, wetted piece of soil to Munsell Soil Color Charts (Munsell Color, 2010). The last digit of the Munsell Soil Notation refers to the chroma of the sample. This notation consists of numbers beginning with zero for neutral grays and increasing at equal intervals to a maximum of about 20.

2.4 Hydrology

The Wetland Manual defines "wetland hydrology" as:

> *Encompassing all hydrologic characteristics of areas that are periodically inundated or have soils saturated to the surface at some time during the growing season. Areas with evident characteristics of wetland hydrology are those where the presence of water has an overriding influence on characteristics of vegetation and soils due to anaerobic and reducing conditions, respectively. Such characteristics are usually present in areas that are inundated or have soils that are saturated to the surface for sufficient duration to develop hydric soils and support vegetation typically adapted for life in periodically anaerobic soil conditions.*

The survey points were evaluated for wetland hydrology using the indicators described in the Supplement. Evidence of one Primary Indicator sufficiently identified wetland hydrology; however, two or more Secondary Indicators were necessary if no Primary Indicators were observed. However, as stated in the Supplement, the Arid West is characterized by extended dry seasons in most years and by extreme temporal and special variability in rainfall, which causes many wetlands in the region to be dry for much of the year.

At these times, hydrology indicators may be lacking altogether. Therefore, a "lack of an indicator is not evidence for the absence of wetland hydrology." Guidance is provided in the Supplement for difficult wetland situations that can be encountered in the Arid West.

2.5 Analysis

Data collected at each sampling point was analyzed to determine if wetlands were present. As described above, evidence of a minimum of one positive wetland indicator from *each* parameter was necessary to make a positive determination of wetlands potentially under the jurisdiction of the ACOE and evidence of a minimum of one positive wetland indicator from *any* parameter was necessary to make a positive determination of wetlands potentially under the jurisdiction of the CCC.

3 Environmental Setting

3.1 Vegetation

Vegetation within the evaluation area consists of developed golf course and freshwater emergent wetland.

Field Observations

Dominance of hydrophytic vegetation was confirmed at both of the sample points located within the wetland. Freshwater emergent wetlands at the site are dominated by California tule (*Schoenoplectus californicus*). Adjacent uplands were found to be dominated by golf course turf grasses, wild radish (*Raphanus sativus*) and poison hemlock (*Conium maculatum*).

3.2 Soils

The NRCS Soil Survey (USDA-NRCS, 2024) identifies one mapping unit, Baywood Sand, within the evaluation area. The Soil Survey descriptions of these mapping units are presented below with an indication of whether the soils are classified as hydric or not according to the National Hydric Soils List (USDA 2023). It should be noted that the National Hydric Soils List cannot be used in the field to determine hydric soils as it is only a list of soils that are *likely* to be hydric.

Baywood Sand consists of sand derived from eolian dunes to a depth of 60 inches. This soil is somewhat excessively drained, has a very low runoff class, and forms 1 and 15 percent slopes. This series is not classified as a likely hydric soil.

Field Observations

Except for one upland sample location, soils encountered during field activities generally differed from the Baywood Sand soil description. Although the surrounding area consists of a dune environment consistent with the Baywood Sand mapping unit description, soil textures within the Crespi Pond depression are more typical of a wetland or lacustrine environment and consist of fine-grained soils, such as silty loam and clay loam. Soils lacked clear horizons and lacked hydric indicators, despite obvious wetland conditions and presence of obligate wetland vegetation. The lack of hydric indicators could be due to a history of disturbance at this location.

3.3 Hydrology

Crespi Pond is approximately three feet deep at its deepest point, receives stormwater inputs as well as irrigation runoff and natural input from rainfall. Crespi Pond occasionally goes dry in drought years and when full, discharges through a culvert beneath Ocean View Boulevard to the adjacent beach. The National Wetland Inventory (NWI) classifies Crespi Pond as freshwater pond (PUBHx) and freshwater emergent wetland (PEM1Cx) (**Figure 2**).

The surface connection between Crespi Pond and the Pacific Ocean, a Traditional Navigable Water (TNW), is not continuous. Therefore, per the Supreme Court ruling of *Sackett v. EPA* and the revised definition of wetlands and waters of the U.S., the wetlands and waters of Crespi Pond would be considered isolated from TNW and therefore not under Federal jurisdiction.

Field Observations

At the time of the field activities, Crespi Pond was full and discharging though the culvert beneath Ocean View Boulevard. Wetland hydrology indicators were present at both of the wetland sample points. This includes both primary and secondary indicators. The most common primary indicators observed included surface water, saturation, non-riverine water marks, and inundation visible on aerial imagery. The most common secondary indicators included observation of drainage patterns and a positive FAC-neutral test.

4 Results

Due to the recent Supreme Court decision in the case of *Sackett v. EPA* and the revised federal definition of wetlands and waters of the U.S., wetlands and waters at Crespi Pond are not currently considered potentially jurisdictional under federal law due to the lack of a continuous surface connection to TNW. However, all wetland areas at Crespi Pond with one or more parameter indicating the presence of wetland conditions, regardless of hydrologic connectivity, were considered under potential CCC jurisdiction.

The delineation determined approximately 1.30 acres of wetlands that would fall under the jurisdiction of CCC under the CCA and approximately 0.36 acres of open water (**Figure 3**). Wetland determination data forms are provided as **Appendix A**.

5 Determination

No federal wetlands or Other Waters of the U.S. potentially under jurisdiction of ACOE were identified within the evaluation area. Approximately 1.30 acres of coastal wetlands potentially under the jurisdiction of the CCC were identified within the evaluation area. A wetland delineation map that depicts the location of all potential wetlands and waters is provided as **Figure 3**.



Evaluation Area

National Wetland Inventory

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Pond

0 25 50 100 Feet

N

Hydrology

Crespi Pond Wetland Delineation

Denise Duffy and Associates, Inc.
Planning and Environmental Consulting

Date 2-2024

Scale 1 in = 50 ft

Figure 2

Path: C:\JWandkeGIS\GIS_Projects\2023-83 Crespi Pond\2023-83 Crespi Pond.aprx



Evaluation Area

Wetlands

Coastal Act Wetland

Open Water

Wetland Sample

0 25 50 100 Feet

N

Wetlands

Crespi Pond Wetland Delineation

Denise Duffy and Associates, Inc.

Planning and Environmental Consulting

Date 2-2024

Figure 3

Scale 1 in = 50 ft

Path: C:\JWandkeGIS\GIS_Projects\2023-83 Crespi Pond\2023-83 Crespi Pond.aprx

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Appendix A

Wetland Delineation Forms

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WETLAND DETERMINATION DATA FORM - Arid West Region

Project/Site: Crespi Pond | City/County: Pacific Grove/Monterey | Sampling Date: 01/29/2024
Applicant/Owner: City of Pacific Grove | State: CA | Sampling Point: 1A
Investigator(s): JW | Section, Township, Range: 00,15S,1W
Landform (hillslope, terrace, etc): Depression | Local relief (concave, convex, none): concave | Slope (%): 3%
Subregion (LRR): C | Lat: 36.63579839 | Long: -121.9327792 | Datum: NAD83
Soil Map Unit Name: Baywood Sand | NWI classification: Freshwater Emergent Wetland
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation ____, Soil X, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes X No ____
Hydric Soil Present? Yes ____ No X
Wetland Hydrology Present? Yes X No ____
Is the Sampled Area within a Wetland? Yes X No ____

Remarks:
Emergent wetland occurs within shallow waters of the pond and along fringes. Sample collected from toe of steep bank along edge of pond in area dominated by obligate wetland vegetation.. Area has been subject to prior maintenance and appears to have historically disturbed soils.

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: 30-ft)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15-ft)			
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Herb Stratum (Plot size: 5-ft)			
1. *Schoenoplectus californicus* / California bulrush, Southern bu	60	Yes	OBL
2. *Conium maculatum* / Poison hemlock	30	Yes	FACW
3. *Pennisetum clandestinum* / Kikuyu grass	7	No	NI
4. *Urtica dioica ssp. dioica* / Stinging nettle	3	No	NI
5.			
6.			
7.			
8.			
	100	= Total Cover	
Woody Vine Stratum (Plot size: 30-ft)			
1.			
2.			
	0	= Total Cover	

% Bare Ground in Herb Stratum ____ % Cover of Biotic Crust ____

Dominance Test worksheet:
Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)
Total Number of Dominant Species Across All Strata: 2 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	60	x 1 =	60
FACW species	30	x 2 =	60
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	10	x 5 =	50
Column Totals:	100 (A)		170 (B)

Prevalence Index = B/A = 1.7

Hydrophytic Vegetation Indicators:
X Dominance Test is >50%
X Prevalence Index ≤3.0¹
___ Morphological Adaptations¹ (Provide supporting
___ Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No ____

Remarks:

SOIL

Sampling Point: 1A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-12	10YR 2/2	100		0			Silt Loam	
12-18	10YR 2/2	100		0			Silty Clay	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR C**)
- ___ 1 cm Muck (A9) (**LRR D**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) (except MLRA 1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Vernal Pools (F9)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR C**)
- ___ 2 cm Muck (A10) (**LRR B**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- X Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes ___ No X

Remarks:

Soil sample collected from area dominated by obligate wetland plants and saturated soils. No hydric indicators present, most likely due to previous soil disturbance. Soils do not have distinct horizons and appear disturbed.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required: check all that apply)

- X Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1) **(Nonriverine)**
- ___ Sediment Deposits (B2) **(Nonriverine)**
- X Drift Deposits (B3) **(Nonriverine)**
- ___ Surface Soil Cracks (B6)
- X Inundation Visible on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Biotic Crust (B12)
- X Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres along Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water Marks (B1) **(Riverine)**
- ___ Sediment Deposits (B2) **(Riverine)**
- ___ Drift Deposits (B3) **(Riverine)**
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- X Saturation Visible on Aerial Imagery (C9)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes X No ___ Depth (inches): 6

Water Table Present? Yes X No ___ Depth (inches): 12

Saturation Present? (includes capillary fringe) Yes X No ___ Depth (inches): 8

Wetland Hydrology Present? Yes X No ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Sample collected at toe of bank where saturation and water table were observed. Surface water present 5 feet away in adjacent pond. Crayfish present in pond.

WETLAND DETERMINATION DATA FORM - Arid West Region

Project/Site: Crespi Pond | City/County: Pacific Grove/Monterey | Sampling Date: 01/29/2024
Applicant/Owner: City of Pacific Grove | State: CA | Sampling Point: 1B
Investigator(s): JW | Section, Township, Range: 00,15S,1W
Landform (hillslope, terrace, etc): Depression | Local relief (concave, convex, none): concave | Slope (%): 3%
Subregion (LRR): C | Lat: 36.63584282 | Long: -121.93268923 | Datum: NAD83
Soil Map Unit Name: Baywood Sand | NWI classification: None
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No ____ (If no, explain in Remarks.)
Are Vegetation ____, Soil X, or Hydrology ____ significantly disturbed? Are "Normal Circumstances" present? Yes X No ____
Are Vegetation ____, Soil ____, or Hydrology ____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	____	No	X	
Hydric Soil Present?	Yes	____	No	X	**Is the Sampled Area**
Wetland Hydrology Present?	Yes	____	No	X	**within a Wetland?** Yes ____ No X

Remarks:
Sample collected in adjacent upland area

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: 30-ft)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15-ft)			
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Herb Stratum (Plot size: 5-ft)			
1. *Pennisetum clandestinum* / Kikuyu grass	80	Yes	NI
2. *Raphanus sativus* / Jointed charlock, Radish	10	No	NI
3. *Conium maculatum* / Poison hemlock	10	No	FACW
4.			
5.			
6.			
7.			
8.			
	100	= Total Cover	
Woody Vine Stratum (Plot size: 30-ft)			
1.			
2.			
	0	= Total Cover	

% Bare Ground in Herb Stratum ____ % Cover of Biotic Crust ____

Dominance Test worksheet:
Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)
Total Number of Dominant Species Across All Strata: 1 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	10	x 2 =	20
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	90	x 5 =	450
Column Totals:	100 (A)		470 (B)

Prevalence Index = B/A = 4.7

Hydrophytic Vegetation Indicators:
___ Dominance Test is >50%
___ Prevalence Index ≤3.0¹
___ Morphological Adaptations¹ (Provide supporting
___ Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes ____ No X

Remarks:

SOIL

Sampling Point: 1B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-18	10YR 2/2	100		0			Silt Loam	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR C**)
- ___ 1 cm Muck (A9) (**LRR D**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) (except MLRA 1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Vernal Pools (F9)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR C**)
- ___ 2 cm Muck (A10) (**LRR B**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No X

Remarks:

Soil horizons are undefined. Appears to have been previously disturbed.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required: check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1) **(Nonriverine)**
- ___ Sediment Deposits (B2) **(Nonriverine)**
- ___ Drift Deposits (B3) **(Nonriverine)**
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Biotic Crust (B12)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres along Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water Marks (B1) **(Riverine)**
- ___ Sediment Deposits (B2) **(Riverine)**
- ___ Drift Deposits (B3) **(Riverine)**
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No X Depth (inches): _____

Water Table Present? Yes _____ No X Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No X Depth (inches): _____

Wetland Hydrology Present? Yes _____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Sample is in elevated upland area adjacent to pond.

WETLAND DETERMINATION DATA FORM - Arid West Region

Project/Site: Crespi Pond | City/County: Pacific Grove/Monterey | Sampling Date: 01/29/2024
Applicant/Owner: City of Pacific Grove | State: CA | Sampling Point: 2A
Investigator(s): JW | Section, Township, Range: 00,15S,1W
Landform (hillslope, terrace, etc): Depression | Local relief (concave, convex, none): | Slope (%): 2
Subregion (LRR): C | Lat: 36.63534278 | Long: -121.9329999 | Datum: NAD83
Soil Map Unit Name: Baywood Sand | NWI classification: Freshwater Emergent Wetland
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation , Soil X, or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes X No
Hydric Soil Present? Yes No X
Wetland Hydrology Present? Yes X No

Is the Sampled Area within a Wetland? Yes X No

Remarks:
Emergent wetland occurs within shallow waters of the pond and along fringes. Sample collected from edge of depression that forms pond in area dominated by obligate wetland vegetation. Area has been subject to prior maintenance and appears to have historically disturbed soils.

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: 30-ft)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15-ft)			
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Herb Stratum (Plot size: 5-ft)			
1. *Schoenoplectus californicus* / California bulrush, Southern bu	90	Yes	OBL
2. *Tropaeolum majus* / Garden nasturtium	10	No	UPL
3.			
4.			
5.			
6.			
7.			
8.			
	100	= Total Cover	
Woody Vine Stratum (Plot size: 30-ft)			
1.			
2.			
	0	= Total Cover	

% Bare Ground in Herb Stratum | % Cover of Biotic Crust

Dominance Test worksheet:
Number of Dominant Species That Are OBL, FACW, or FAC: 1 (A)
Total Number of Dominant Species Across All Strata: 1 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	90	x 1 =	90
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	10	x 5 =	50
Column Totals:	100 (A)		140 (B)

Prevalence Index = B/A = 1.4

Hydrophytic Vegetation Indicators:
X Dominance Test is >50%
X Prevalence Index ≤3.0¹
Morphological Adaptations¹ (Provide supporting
Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No

Remarks:

SOIL

Sampling Point: 2A

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-18	10YR 2/2	100		0			Silt Loam	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR C**)
- ___ 1 cm Muck (A9) (**LRR D**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) (except MLRA 1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Vernal Pools (F9)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR C**)
- ___ 2 cm Muck (A10) (**LRR B**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- X Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes ___ No X

Remarks:

Soil sample collected from area dominated by obligate wetland plants and saturated soils. No hydric indicators present, most likely due to previous soil disturbance. Soils do not have distinct horizons and appear disturbed.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required: check all that apply)

- ___ Surface Water (A1)
- X High Water Table (A2)
- X Saturation (A3)
- X Water Marks (B1) **(Nonriverine)**
- ___ Sediment Deposits (B2) **(Nonriverine)**
- ___ Drift Deposits (B3) **(Nonriverine)**
- ___ Surface Soil Cracks (B6)
- X Inundation Visible on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Biotic Crust (B12)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres along Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water Marks (B1) **(Riverine)**
- ___ Sediment Deposits (B2) **(Riverine)**
- ___ Drift Deposits (B3) **(Riverine)**
- X Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- X Saturation Visible on Aerial Imagery (C9)
- ___ Shallow Aquitard (D3)
- X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes ___ No X Depth (inches): _____

Water Table Present? Yes X No ___ Depth (inches): 10

Saturation Present? (includes capillary fringe) Yes X No ___ Depth (inches): 8

Wetland Hydrology Present? Yes X No ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Arid West Region

Project/Site: Crespi Pond | City/County: Pacific Grove/Monterey | Sampling Date: 01/29/2024
Applicant/Owner: City of Pacific Grove | State: CA | Sampling Point: 2B
Investigator(s): JW | Section, Township, Range: 00,15S,1W
Landform (hillslope, terrace, etc): | Local relief (concave, convex, none): concave | Slope (%): 2
Subregion (LRR): C | Lat: 36.63532118 | Long: -121.9331332 | Datum: NAD83
Soil Map Unit Name: Baywood Sand | NWI classification: None
Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
Are Vegetation X, Soil X, or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present?	Yes	No X	**Is the Sampled Area within a Wetland?**	Yes	No X
Hydric Soil Present?	Yes	No X			
Wetland Hydrology Present?	Yes	No X			

Remarks:
Sample location is in maintained golf course rough adjacent to bank of pond.

VEGETATION - Use scientific names of plants.

Tree Stratum (Plot size: 30-ft)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
	0	= Total Cover	
Sapling/Shrub Stratum (Plot size: 15-ft)			
1.			
2.			
3.			
4.			
5.			
	0	= Total Cover	
Herb Stratum (Plot size: 5-ft)			
1. *Pennisetum clandestinum* / Kikuyu grass	100	Yes	NI
2.			
3.			
4.			
5.			
6.			
7.			
8.			
	100	= Total Cover	
Woody Vine Stratum (Plot size: 30-ft)			
1.			
2.			
	0	= Total Cover	

% Bare Ground in Herb Stratum | % Cover of Biotic Crust

Dominance Test worksheet:
Number of Dominant Species That Are OBL, FACW, or FAC: 0 (A)
Total Number of Dominant Species Across All Strata: 1 (B)
Percent of Dominant Species That Are OBL, FACW, or FAC: 0.0 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	100	x 5 =	500
Column Totals:	100	(A)	500 (B)

Prevalence Index = B/A = 5.0

Hydrophytic Vegetation Indicators:
___ Dominance Test is >50%
___ Prevalence Index ≤3.0¹
___ Morphological Adaptations¹ (Provide supporting
___ Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes No X

Remarks:

SOIL

Sampling Point: 2B

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth	Matrix		Redox Features					
(inches)	Color (moist)	%	Color (moist)	%	Type[1]	Loc[2]	Texture	Remarks
0-18	10YR 3/2	100		0			Sandy Loam	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, CS=Covered or Coated Sand Grains. [2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators: (Applicable to all LRRs, unless otherwise noted.)

- ___ Histosol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5) (**LRR C**)
- ___ 1 cm Muck (A9) (**LRR D**)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1) (except MLRA 1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)
- ___ Vernal Pools (F9)

Indicators for Problematic Hydric Soils[3]:

- ___ 1 cm Muck (A9) (**LRR C**)
- ___ 2 cm Muck (A10) (**LRR B**)
- ___ Reduced Vertic (F18)
- ___ Red Parent Material (TF2)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if present):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes _____ No X

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one required: check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1) **(Nonriverine)**
- ___ Sediment Deposits (B2) **(Nonriverine)**
- ___ Drift Deposits (B3) **(Nonriverine)**
- ___ Surface Soil Cracks (B6)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Water-Stained Leaves (B9)
- ___ Salt Crust (B11)
- ___ Biotic Crust (B12)
- ___ Aquatic Invertebrates (B13)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres along Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Other (Explain in Remarks)

Secondary Indicators (2 or more required)

- ___ Water Marks (B1) **(Riverine)**
- ___ Sediment Deposits (B2) **(Riverine)**
- ___ Drift Deposits (B3) **(Riverine)**
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Shallow Aquitard (D3)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No X Depth (inches): _____

Water Table Present? Yes _____ No X Depth (inches): _____

Saturation Present? (includes capillary fringe) Yes _____ No X Depth (inches): _____

Wetland Hydrology Present? Yes _____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Sample collected in upland area adjacent to pond.

CITY OF PACIFIC GROVE
CRESPI POND VEGETATION MANAGEMENT PROJECT
MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) is a CEQA-required component of the Mitigated Negative Declaration (MND) process for the Crespi Pond Vegetation Management Project (CEQA Guidelines §15074). Specifically, CEQA requires that lead agencies adopting MNDs take affirmative steps to determine that a project implements the approved mitigation measures subsequent to project approval (CEQA Guidelines §15074(d)).

As part of the CEQA environmental review procedures, Public Resources Code §21081.6 requires a public agency to adopt a reporting or monitoring program to ensure efficacy and enforceability of any mitigation measures applied to a proposed project. The lead agency must adopt an MMRP for mitigation measures incorporated into the project or proposed as conditions of approval. The MMRP must be designed to ensure compliance during project implementation. As stated in §21081.6(a)(1):

> "The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program."

The final MMRP matrix is provided on the following pages. The table lists each of the mitigation measures proposed in the Initial Study/Mitigated Negative Declaration and specifies the agency responsible for implementation of the mitigation measure and the time period for the mitigation measure.

I, the undersigned, on behalf of the City of Pacific Grove, hereby agree to implement mitigation measures described below which have been developed in conjunction with the preparation of an Initial Study/Mitigated Negative Declaration for the Crespi Pond Vegetation Management Project.

Daniel Shw
Signature

1-12-26
Date

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Environmental Impact	Mitigation Measures	Implementing Party	Timing	Verifying Party
Biological Resources: Impacts to nesting birds.	**Mitigation Measure BIO-1**: *Conduct vegetation removal activities outside of the nesting season to avoid impacts to nesting bird species*. Vegetation removal activities shall occur between September 1 and February 1, outside of the breeding and nesting season, to avoid potential impacts to nesting raptors and other nesting avian species.	Contractor	During vegetation removal activities.	City of Pacific Grove
Biological Resources: Impacts to tricolored blackbird.	**Mitigation Measure BIO-2**: *Conduct pre-construction surveys for tricolored blackbird prior to initiation of project activities and perform daily monitoring during construction*. A pre-construction survey for tricolored blackbirds will be performed by a qualified biologist prior to initiation of project activities. The biologist will train a designated monitor on the construction crew to identify the species. Once the biologist is satisfied that the designated monitor can identify the species, that individual will conduct the surveys prior to each day's work. The biologist will remain on call and available to respond to the designated monitor's request to confirm a sighting. The biologist will conduct spot checks in addition to weekly visits to ensure the mitigation is being implemented in a satisfactory manner. If tricolored blackbirds are identified, project activities shall not be allowed to proceed until subsequent surveys can confirm that the birds have left the area of their own volition.	Qualified Biologist / Designated Monitor	Prior to and during vegetation removal (construction) activities.	City of Pacific Grove
Biological Resources: Impacts to wetland habitat function.	**Mitigation Measure BIO-3A**: *Limit future vegetation removal to minimize the loss of wetland function and habitat value*. Subsequent to the initial maintenance vegetation removal, vegetation removal will occur no more than once every two years and shall include the removal of no more than 50 percent of the emergent vegetation present at that time to minimize the scope and scale of the temporary loss of wetland function and habitat value.	City of Pacific Grove	Following initial vegetation removal.	City of Pacific Grove
Biological Resources: Impacts to marine water quality from sedimentation.	**Mitigation Measure BIO-3B**: *Avoid discharges of suspended sediment to the beach or Monterey Bay*. Project activities should be conducted when the water level in Crespi Pond is below the elevation of the overflow culvert to ensure that no water or suspended sediment is discharged to the adjacent beach or Monterey Bay. If project activities cannot be timed to avoid discharging water to the beach or Monterey Bay, a sediment filter shall be attached to the outlet pipe that connects Crespi Pond to the beach to ensure suspended sediments from project activities are not discharged to the beach or Monterey Bay.	Contractor	During project activities.	City of Pacific Grove
Biological Resources: Impacts to water quality from accidental release of hazardous materials.	**Mitigation Measure BIO-3C**: *Store hazardous materials away from aquatic resources*. The contractor shall ensure that all equipment, fuels, lubricants, and solvents are stored in a designated staging area at least 100 feet from aquatic resources, throughout the duration of project activities.	Contractor	During project activities.	City of Pacific Grove


Staging at the treatment plant site
Overflow culvert outlet
Overflow will be blocked to ensure no flow to the bay
Water Treatment Plant
17th Tee
Overflow culvert inlet
Ocean View Blvd.
16th Green
CRESPI POND
17th Green
Driving Range
Dewatering Location

Scope of work for Crespi Pond dredging

PROJECT SUMMARY: SOLitude will remove heavy vegetation overgrowth in the pond that is approximately 80% infested with a robust stand of Emergent plants/root mass. The density of emergent vegetation accumulation in the pond is such that major mechanical intervention is required at this point. It is no longer a manual hand removal job as this would NOT be cost effective. The strategy is to use our Aquamog with a clam bucket attachment; we propose to remove a high percentage of the existing stand of vegetation down to the root mass. It is assumed based on our site visit on March 21, 2023 that the full vegetation removal process will take between 20 - 25 days with at least a ten (10) day minimum so long as there are no work stoppages due to environmental or unknown factors. The Aquamog will create a marginal increase in pond depth along with dramatically improving the aesthetics of the pond. Biomass that gets removed from the pond will be piled on the shoreline for initial dewatering. Next it will be loaded into a dump truck with a mini excavator and moved by dump truck to an agreed-upon stockpile area. For cost efficiency, it is encouraged that the customer provide a dump site within one (1) mile of the pond, however off-haul and landfill disposal can be performed by others or arranged for SOLitude to pick up later if desired for an additional fee. In the event that future inspections reveal the need for additional work, SOLitude will notify the Customer immediately and will provide an estimate to complete the work.

CALIFORNIA COASTAL COMMISSION
CENTRAL COAST DISTRICT OFFICE
725 FRONT STREET, SUITE 300
SANTA CRUZ, CA 95060
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W8c

AWIC 11-0 on consent, 1/14/04, Laguna Beach

Filed:	9/10/03
180-day:	3/8/04
Staff:	CKC
Staff report:	12/18/03
Hearing date:	1/14/04

COASTAL DEVELOPMENT PERMIT APPLICATION

Application number.....**3-03-083 Crespi Pond 5-Year Long-Term Maintenance**

Applicant.....Mike Leach, Pacific Grove Golf Course Superintendent

Project location.....Crespi Pond at 17th Hole of Pacific Grove Golf Course, 77 Asilomar Boulevard, Pacific Grove, Monterey County (APN 007-011-002) (See Exhibits A, B and C)

Project description.....Annual removal of up to 200 cubic yards of aquatic vegetation for pond maintenance at existing municipal golf course. (See Exhibits B and C)

File documents.....City of Pacific Grove approved Land Use Plan and uncertified Zoning Ordinance; file documents in Commission file 3-03-083.

Staff recommendation ...Approve with conditions

Summary: Crespi Pond is an environmentally sensitive area located between the 16th and 17th holes of the City of Pacific Grove Municipal Golf Course. As shown in Exhibit A and B, the City of Pacific Grove Municipal Golf Course is located near Point Pinos at the northern end of the Monterey Peninsula, in the Lighthouse Reservation area of Pacific Grove.

The City of Pacific Grove Municipal Golf Course (the Golf Course) has requested a 10-year permit for the removal of aquatic vegetation in Crespi Pond in order to maintain a balance of 70% open water and 30% vegetation as recommended in a November 2001 Biological Assessment and Restoration of Dune Habitat for the City of Pacific Grove. The project generally involves the removal of approximately 200 cubic yards of tule, penny royal and other aquatic vegetation from the perimeter and northern and central portion of the pond, as recommended to reduce eutrophication that occurs in the pond and to maintain adequate amount of open water habitat and emergent vegetation, as well as to provide storage capacity for stormwater runoff prior to entry to Monterey Bay. Dredged material will be stockpiled on the project site adjacent to the pond to allow for dewatering, and then loaded and hauled to an appropriate site for disposal.

Historically, the Golf Course has obtained a Waiver from the Coastal Commission each time maintenance was required at Crespi Pond, which generally occurs every other year. However, because maintaining an optimum level of open water and vegetated habitat is an ongoing requirement, the Golf Course Superintendent, Mike Leach, is requesting a long-term maintenance permit to conduct this work.

While the Golf Course has asked for a 10-year permit, Commission staff recommends a term of 5-years, with potential for extension through amendment of this permit.

The site provides potential habitat for California red-legged frogs, however no frogs, or any other sensitive plant or animal species have been observed in recent surveys. However, since the site does provide potential habitat, it has been conditioned to require biological surveys prior to each dredging event in order to determine the presence or absence of CRLF, and to take appropriate actions if necessary. Additionally, dredge activities are restricted to the fall season, September 1 through November 31, to avoid CRLF breeding season. Finally, while a weir manages the maximum water level in the pond, with overflow discharged to Monterey Bay, dredging will occur when water levels are well below the top of the weir so that no discharge to Monterey Bay occurs during dredging activities. Staff is therefore recommending that the project be approved with conditions, to ensure that it is consistent with the Chapter 3 policies of the Coastal Act.

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IV. Exhibits
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Exhibit C: Aerial Photo of Crespi Pond and Vicinity
Exhibit D: City of Pacific Grove LUP Coastal Zone Land Use Plan
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Exhibit F: City of Pacific Grove LUP Archaeological Sensitivity Map
Exhibit G: Staff Photos of Crespi Pond

I. Staff Recommendation on CDP Application

The staff recommends that the Commission, after public hearing, **approve** a coastal development permit for the proposed development subject to the standard conditions below.

Motion. I move that the Commission approve Coastal Development Permit No. 3-03-084 pursuant to the staff recommendation.

Staff Recommendation of Approval. Staff recommends a **YES** vote. Passage of this motion will result in approval of the permit as conditioned and adoption of the following resolution and findings. The motion passes only by affirmative vote of a majority of the Commissioners present.

Resolution to Approve the Coastal Development Permit. The Commission hereby approves a coastal development permit for the proposed development and adopts the findings set forth below on grounds that the development as conditioned will be in conformity with the policies of Chapter 3 of the Coastal Act and will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3. Approval of the permit complies with the California Environmental Quality Act because either 1) feasible mitigation measures and/or alternatives have been incorporated to substantially lessen any significant adverse effects of the development on the environment, or 2) there are no further feasible mitigation measures or alternatives that would substantially lessen any significant adverse impacts of the development on the environment.

II. Conditions of Approval

A.Standard Conditions

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the Permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.

2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.

3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.

4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.

5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the Permittee to bind all future owners and possessors of the subject property to the terms and conditions.

B. Special Conditions

1. **Scope of Permit.** This permit allows the annual dredging and disposal of up to 200 cubic yards of Crespi Pond sediment and aquatic vegetation for wetland restoration purposes. Dredged material may be temporarily stockpiled adjacent to the pond to allow for dewatering, and then trucked to a licensed landfill or an alternate disposal site approved by the Executive Director that will not have any adverse impacts to coastal resources. All construction activities will be limited to the Fall season, between September 1 and November 31 of each year, in order to avoid California red-legged frog breeding season.

2. **Term of Permit.** The term of this permit shall run for the period from February 1, 2004 through January 31, 2009. If an extension of this permit is requested, it may be submitted in the form of an amendment request prior to the expiration of this permit. Such a request shall be subject to additional review, and shall consider any new material, correspondence and studies relevant to the project and available to date.

3. **California Red-legged Frog Surveys.** NO MORE THAN 15 DAYS PRIOR TO EACH DREDGING EPISODE, the Permittee shall conduct a biological survey to determine the presence of any California red-legged frogs in the project area. If the survey indicates that any CRLF are present, maintenance activities will be halted and the Golf course Maintenance Department will check with USFWS for adequate protocol to avoid or relocate the frogs consistent with requirements of the USFWS and will develop and implement CRLF mitigation accordingly. Description of USFWS protocol and requirements shall be submitted for the Executive Director's review and approval.

4. **Archaeological Mitigation.** Should archaeological resources be discovered at the project site during any phase of construction, the permittee shall stop work until a mitigation plan, prepared by a qualified professional archaeologist and using accepted scientific techniques, is completed and implemented. Prior to implementation, the mitigation plan shall be submitted for review and approval by the State Historical Preservation Office and for review and approval by the Executive Director of the Commission. The plan shall provide for reasonable mitigation of the archaeological impacts resulting from the development of the site, and shall be fully implemented. A report verifying compliance with this condition shall be submitted to the Executive Director for review and approval, upon completion of the approved mitigation.

6. **Environmental Monitoring During Construction.** Permittee shall employ an environmental monitor who is approved by the Executive Director and the City of Pacific Grove Community

Development Director to ensure compliance with all mitigation requirements during the construction phase.

7. **Local Approval.** Prior to Issuance of Permit, permittee shall provide evidence to the Executive Director that the Crespi Pond Advisory Committee has approved the proposed project, and that any required Local Government approvals have been obtained.

III. Recommended Findings and Declarations

The Commission finds and declares as follows:

A. Standard of Review

Crespi Pond is located on a portion of the City of Pacific Grove Municipal Golf Course which is in the Coastal zone (see Exhibit D). However, the City of Pacific Grove does not yet have a certified LCP. The City's Land Use Plan (LUP) was certified in 1991, but the zoning, or Implementation Plan (IP) portion of the LCP has yet to be certified. Since the City does not have a certified LCP, the Coastal Commission must issue coastal development permits for projects within the coastal zone, with the standard of review being the Coastal Act. The certified Land Use Plan may serve as an advisory document to the Commission for specific areas within the City of Pacific Grove.

B. Project Location and Description

Crespi Pond is an environmentally sensitive area located between the 16th and 17th holes of the City of Pacific Grove Municipal Golf Course. As shown in Exhibit A and B, the City of Pacific Grove Municipal Golf Course is located near Point Pinos at the northern end of the Monterey Peninsula, in the Lighthouse Reservation area of Pacific Grove. Photos of Crespi Pond are provided in Exhibit G.

The City of Pacific Grove Municipal Golf Course (the Golf Course) has requested a 10-year permit for the removal of aquatic vegetation in Crespi Pond in order to maintain a balance of 70% open water and 30% vegetation as recommended in a November 2001 Biological Assessment and Restoration of Dune Habitat for the City of Pacific Grove. The project generally involves the removal of approximately 200 cubic yards of tule, penny royal and other aquatic vegetation from the northern and central portion of the pond in order to maintain adequate amount of open water habitat and water storage. Dredged material will be stockpiled on the project site adjacent to the pond to allow for dewatering, and then loaded and hauled to an appropriate site for disposal.

Historically, the Golf Course has obtained a Waiver from the Coastal Commission each time maintenance was required at Crespi Pond, which generally occurs every other year. However, because maintaining an optimum level of open water and vegetated habitat is an ongoing requirement, the Golf Course Superintendent, Mike Leach, is requesting a long-term maintenance permit to conduct this work.

Crespi Pond is approximately 355 feet long by approximately 180 feet wide, and approximately 3 feet in depth. It receives surface water runoff from the surrounding golf course, and has an existing outfall located under Oceanview Boulevard to the Pacific Ocean. The City of Pacific Grove has been maintaining Crespi Pond in the manner proposed by this application for several years, conducting maintenance dredging about every two years.

C. Issue Discussion

1. Environmentally Sensitive Habitat

a. Applicable Environmentally Sensitive Habitat Area (ESHA) Policies

Coastal Act Section 30240, states:

> ***30240(a)****...Environmentally sensitive habitat areas shall be protected against any significant disruption of habitat values, and only uses dependent on such resources shall be allowed within such areas.*

The Coastal Act, in Section 30107.5, defines an environmentally sensitive area as

> ***30107.5****...any area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which could be easily disturbed or degraded by human activities and developments.*

Coastal Act Section 30233 provides in part that:

> ***30233****...(a) the diking, filling, or dredging of open coastal waters, wetlands, estuaries, and lakes shall be permitted in accordance with other applicable provisions of this division, where there is no feasible less environmentally damaging alternative, and where feasible mitigation measures have been provided to minimize adverse environmental effects and shall be limited to the following: ... (7) Restoration purposes...(b) dredging and spoils disposal shall be planned and carried out to avoid significant disruption to marine and wildlife habitats and water circulation...(c) in addition to the other provisions of this section, diking, filling, or dredging in existing estuaries and wetlands shall maintain or enhance the functional capacity of the wetland or estuary.*

While Coastal Act policies are the standard of review for coastal development permits until the City completes its LCP, the City's LUP also provides guidance to the Commission as it considers proposals for development in certain areas of the City.

With regards to environmentally sensitive habitat areas, the Pacific Grove LUP contains the following relevant policies:

LUP Policy 2.2.4.3. *In addition to the City's tidelands, Crespi Pond and the Majella Slough riparian area shall be considered as environmentally sensitive habitat areas.*

LUP Policy 2.2.4.4. *No diking, filling, dredging, or other uses inconsistent with the terms of the grant from the State of California shall be allowed in the City's tidelands. No significant alteration of freshwater wetlands -- Crespi Pond and Majella Slough -- shall be allowed,* ***except for maintenance dredging and similar activities essential for restoration of natural habitats.*** *(emphasis added)*

The LUP goes on to say:

2.3.5.2.d.3. In the Lighthouse Reservation and Golf Course area, areas of extreme sensitivity (A-1 on the Habitat Sensitivity Map) should be protected from further trampling by a low mesh fence. Do not allow machinery in the dune area. Apply irrigation only on turf, not on the sand. Continue to eliminate exotics and restore native dune plants on the Lighthouse Grounds. ... Protect Crespi Pond from any polluted runoff or other disturbances to its waterfowl habitat. Allow carefully controlled dredging of Crespi Pond in order to prevent loss of this important wetland through eutrophication and sedimentation as approved by the City Council upon a recommendation from the Crespi Pond Technical Advisory Committee.

According to the Land Habitat Sensitivity Map (Exhibit E), Crespi Pond is located within an area classified as D1 (low sensitivity dune habitat). The Municipal Golf Course located within the Lighthouse Reservation land use area is designated OS-I" (Open Space-Institutional) on the LCP plan map (Exhibit D). Principal permitted uses in this area includes the following: low-intensity coastal-related recreation compatible with protection of designated natural and biotic resources, including Crespi Pond, sand dunes and existing stands of Monterey pines.

b. ESHA Analysis

Crespi Pond is described as follows in the City's certified Land Use Plan

Crespi Pond, a small but valuable wetland, is located on Ocean View Boulevard between Pt. Pinos and the western end of Asilomar Avenue. Crespi Pond provides a stopping place for migrating birds including terns, gulls, many species of ducks, and Canadian geese. In total, more than 200 different birds have been sighted. It is a site for ornithological studies, and is of interest to the scientific community. In recent years, the pond has experienced excess plant growth, and accelerated eutrophication of the pond has become a concern. Management will be necessary to retain the open pond characteristic of Crespi Pond. This may include vegetation control and dredging.

Recommendations of the November 2001 biological Assessment and Restoration of Dune Habitat for the City of Pacific Grove, prepared for the City of Pacific Grove by Rana Creek Habitat Restoration biologists, included recommendations that:

Crespi Pond [should] be maintained in the following appropriate percentages: 70 percent open water and 30 percent emergent vegetation at a general depth of 4 feet. This will require periodic dredging and vegetation removal.

The committee also recommended removing exposed debris from the edges of Crespi Pond, and planting a portion of the northeastern edge with component species of Coastal Terrace Prairie. The report further noted:

No impact to listed plant species or habitat for listed plant species will occur as a result of this project. Implementation of the City of Pacific Grove Dune Habitat Restoration Plan targets an increase in habitat area for listed species, maintains or increases listed species populations' numbers, and specifies exotic plant species control. Less than significant impact would occur as a result of implementing the management recommendations.

No description of dredge disposal accompanied application materials. However, following discussions with Golf Course staff, it has been determined that dredge disposal materials would be stockpiled onsite, north of and adjacent to the pond to allow for dewatering. The location of stockpiling will allow water to drain back to the pond, where any additional sediment would settle to the bottom. Staging for construction activities will be located in the nearby parking lot to the west of the pond, and any heavy equipment will access the site using the cart path located west of the pond. These staging and stockpiling areas do not contain environmentally sensitive habitat.

The proposed dredging is being conducted for restoration purposes: to reduce eutrophication within the pond, and to maintain adequate open water and wetland plant habitat. The restoration activities are consistent with Coastal Act policy 30233, and consistent with City of Pacific Grove LUP policy for restoration and management of Crespi Pond. Since staging and dewatering of dredge spoils have been located to avoid sensitive habitat areas, the project is consistent with Coastal act policy 30240 protecting environmentally sensitive habitat areas.

In the past, concerns have been raised about the possible presence of California red-legged frogs (CRLF) on site, thus past conditions have required biological surveys be conducted to see if any red-legged frogs were present. The area around Crespi Pond ahs been surveyed, and a Site Assessment has been conducted by the City's biological consultant, Rana Creek, to determine if there is suitable habitat for CRLF. The site assessment (prepared by Rana Creek Habitat Restoration, July 2002) indicated that Crespi Pond "provides a perennial aquatic environment with habitat for all life stages of CRLF." However, to date, no California red legged frogs, or other unidentified frogs have been observed during any of the surveys (Rana Creek, Oct 30, 2002 letter re October 28 survey). Additional correspondence from the Rana Creek biologist to the Pacific Grove Golf Course (Rana Creek letter dated September 18, 2002) indicated that no rare plant species are present in or around the pond, nor have any State or Federally listed animal species been observed. According to the biologist, the last reported sighting of CRLF on or within 3 miles of the project site was in 1904, and a comment made that "it is likely that CRLF no longer occur in Crespi Pond due to the impact of surrounding development on their habitat."

Therefore, the letter found that the proposed maintenance activities would no harm any rare plant species and would be unlikely to harm CRLF, since they did not occupy the area.

However, as a precaution to address the possibility that California red legged frogs may be present on site, now or over the time frame of this long-term maintenance project, this permit has been conditioned to require that a biological survey, following USFWS protocols, be conducted to identify the presence of any CRLF or other rare, threatened or endangered plant or animal species, no more than 15 days prior to initiating work, for each dredging event. The permit has also been conditioned to restrict dredging operations to occur in the fall season (between September 1 and November 31) only, in order to avoid California red-legged frog breeding season. Therefore, as conditioned, the project will be consistent with Coastal Act policies 30231 requiring protection of environmentally sensitive habitats, and biological productivity.

2. Water Quality

Section 30231 of the Coastal Act requires, in part, requires that the biological productivity of coastal waters be maintained and enhanced by controlling storm water runoff.

The City's certified LUP contains the following policies for protecting water quality:

2.2.5.3. The City shall investigate specific measures for reduction of pollution potential in storm water runoff, including regulations to control the disposal of chemicals and hazardous materials, and maintenance of the existing storm water capture program at the Golf Course, Greenwood Park, and Chase Park.

2.2.6. Recommended Actions include forming a technical advisory committee to review and determine what measures are needed to slow the eutrophication of Crespi Pond and to ensure the pond's continued existence.

Storm water runoff from the City of Pacific Grove Municipal Golf Course is collected in Crespi Pond, where sediments are able to settle out before excess water overflows the weir located at the north end, which allows overflow to be diverted into the City's storm water system and discharged into Monterey Bay. Maintaining the storage capacity of the pond helps to minimize storm water pollution by preventing direct discharge of surface water into the stormwater system. The Crespi Pond Advisory Committee has been formed and has recommended that the dredging be conducted to maintain appropriate percentage of open water and emergent vegetation in order to reduce the eutrophication and ensure the pond's continued existence, consistent with LUP policy 2.2.6.

Dredging of sediments will occur in the fall, prior to the winter rainy season, when, according to Golf Course staff, water levels in the pond are only about 30" deep, and are well below the top of the weir; therefore, no water discharge to the Bay will occur during the dredging process. Also, stockpiling the dredged material adjacent to the pond will allow water drained from the sediment to flow back into the pond, where any additional sediment can be settled out well before water levels in the pond are high

enough that they overtop the weir and flow directly to the Bay. The dredged material will then be loaded into trucks for disposal either at a licensed landfill or a location approved by the Executive Director that will not impact coastal resources. Thus by scheduling the work in the fall, prior to the onset of the rainy season, and with careful handling of dredged materials, water quality in the Monterey Bay will be protected, consistent with Coastal Act and LUP requirements.

3. Archaeological Resources

a. Applicable Archaeological Resources Policies

Section 30244 of the Coastal Act states:

> *Where development would adversely impact archaeological or paleontological resources as identified by the State Historic Preservation Officer, reasonable mitigation measures shall be required.*

Land Use Plan Section 2.4 also provides guidance on this topic as follows:

> ***LUP Policy 2.4.5.1.*** *Prior to the issuance of any permit for development or the commencement of any project within the areas designated on Figure 3, the Archaeological Sensitivity Map, the City in cooperation with the State Historic Preservation Office and the Archaeological Regional Research Center, shall:*
>
> *(a) Inspect the surface of the site and evaluate site records to determine the extent of the known resources.*
>
> *(b) Require that all sites with potential resources likely to be disturbed by the proposed project be analyzed by a qualified archaeologist with local expertise.*
>
> *(c) Require that a mitigation plan, adequate to protect the resource and prepared by a qualified archaeologist be submitted for review and, if approved, implemented as part of the project.*

b. Archaeological Resources Analysis

Crespi Pond is located within an archaeologically sensitive area (See Exhibit F). Gary Brescinni of Archaeological Consulting conducted archaeological surveys of the site and surrounding Lighthouse Reservation Area in 1977, and more recently in 2003 for the Golf Course Clubhouse site outside the coastal zone. While archaeological maps of the area show two archaeological sites located within a 10 meters of the project site, discussion with Mr. Breschinni indicate that dredge activities are not likely to impact these sites. However, since construction activities may unearth previously undisturbed materials, the project has been conditioned to prepare and implement an archaeological mitigation plan if archaeological resources are encountered.

Therefore, as conditioned to require suspension of work and development of a mitigation plan if archaeological materials are found, the proposed development is consistent with Section 30244 of the Coastal Act and approved LUP archaeological resource policies.

Local Coastal Programs

The Commission can take no action that would prejudice the options available to the City in preparing a Local Coastal Program that conforms to the provisions of Chapter 3 of the Coastal Act (Section 30604 of the Coastal Act). Because the project area contains unique features of scientific, educational, recreational and scenic value, the City in its Local Coastal Program will need to assure long-range protection of the Lighthouse Reservation area, in which this portion of the Golf Course is located, and the sensitive habitats therein, including the northernmost extent of the Asilomar dunes and wetlands associated with Crespi Pond.

While the northern Asilomar Dunes area was originally included in the work program for the Del Monte Forest Area LUP (approved with suggested modifications, September 15, 1983), the area was annexed by the City of Pacific Grove in October, 1980, and therefore is subject to the City's LCP process. Exercising its option under Section 30500(a) of the Coastal Act, the City in 1979 requested the Coastal Commission to prepare its Local Coastal Program. However, the draft LCP was rejected by the City in 1981, and the City began its own coastal planning effort. The City's LUP was certified on January 10, 1991. The City is currently formulating implementing -ordinances. In the interim, the City has adopted an ordinance that requires that new projects conform to LUP policies. (Of course, the standard of review for coastal development permits, pending LCP completion, is conformance with the policies of the Coastal Act.)

The LUP contains various policies that are relevant to the resource issues raised by this permit application, particularly with respect to protection of environmentally sensitive habitat and water quality. Finding 1 above summarizes the applicable habitat protection policies; Finding 2 addresses the LUP's water quality policies; and Finding 3 discusses archaeological resource policies. Additionally, the conditions of this permit apply, particularly with respect to wetland restoration and maintenance.

Therefore, as conditioned, the proposed development is consistent with the policies contained in Chapter 3 of the Coastal Act and will not prejudice the ability of the City of Pacific Grove to prepare and implement a complete Local Coastal Program consistent with Coastal Act policies.

California Environmental Quality Act (CEQA)

Section 13096 of the California Code of Regulations requires that a specific finding must be made in conjunction with coastal development permit applications showing the application to be consistent with any applicable requirements of CEQA. Section 21080.5(d)(2)(A) of CEQA prohibits a proposed development from being approved if there are feasible alternatives or feasible mitigation measures

available that would substantially lessen any significant adverse effect that the activity may have on the environment.

The environmental review of the project conducted by commission staff involved the evaluation of potential impacts to relevant coastal resource issues, including environmentally sensitive wetland habitat, water quality and archaeologically sensitive resources. This analysis is reflected in the findings that are incorporated into this CEQA finding. No public comments were received by Commission staff.

The Coastal Commission's review and analysis of land use proposals has been certified by the Secretary of Resources as being the functional equivalent of environmental review under CEQA. This staff report has discussed the relevant coastal resource issues with the proposal, and has recommended appropriate mitigations to address adverse impacts to said resources. Accordingly, the project is being approved subject to conditions which implement the mitigating actions required of the Applicant by the Commission (see Special Conditions). As such, the Commission finds that only as modified and conditioned by this permit will the proposed project not have any significant adverse effects on the environment within the meaning of CEQA.

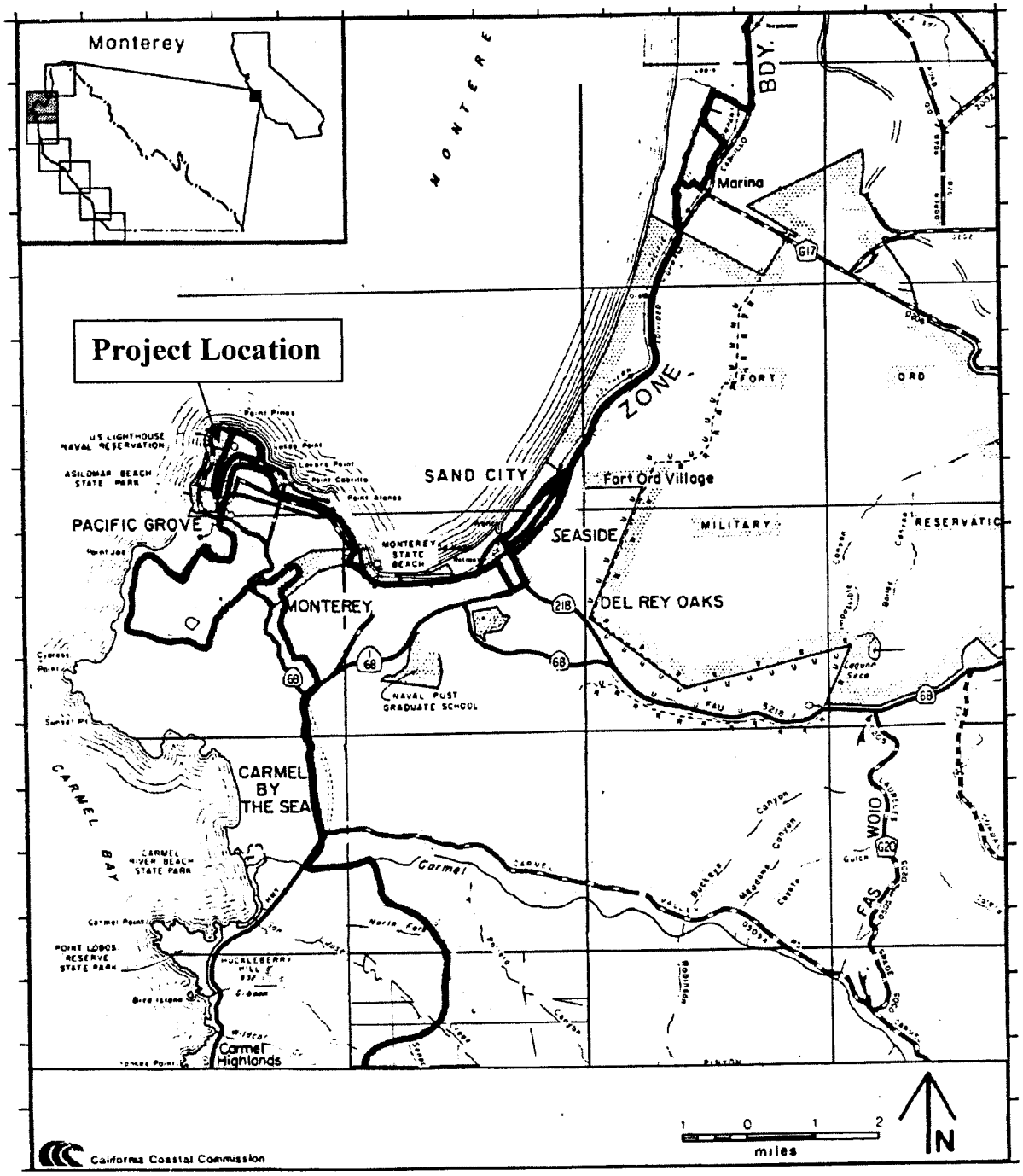


Exhibit A
Regional Location Map
Crespi Pond, City of Pacific Grove
Municipal Golf Course
3-03-083

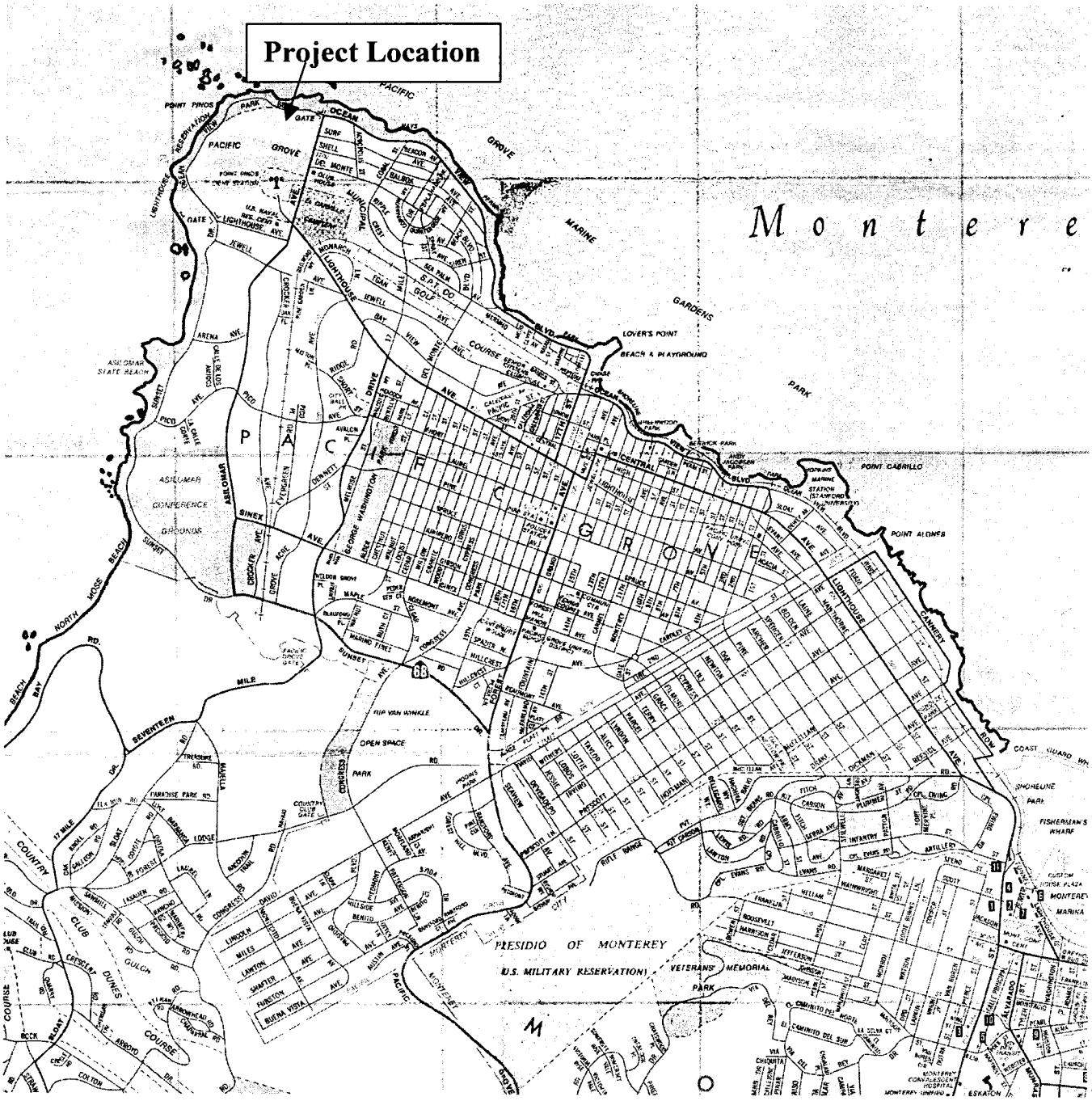


Exhibit B
Vicinity Map
Crespi Pond, City of Pacific Grove
Municipal Golf Course
3-03-083



Exhibit C
Aerial Photo of Crespi Pond and Vicinity
Crespi Pond, City of Pacific Grove
Municipal Golf Course
3-03-083

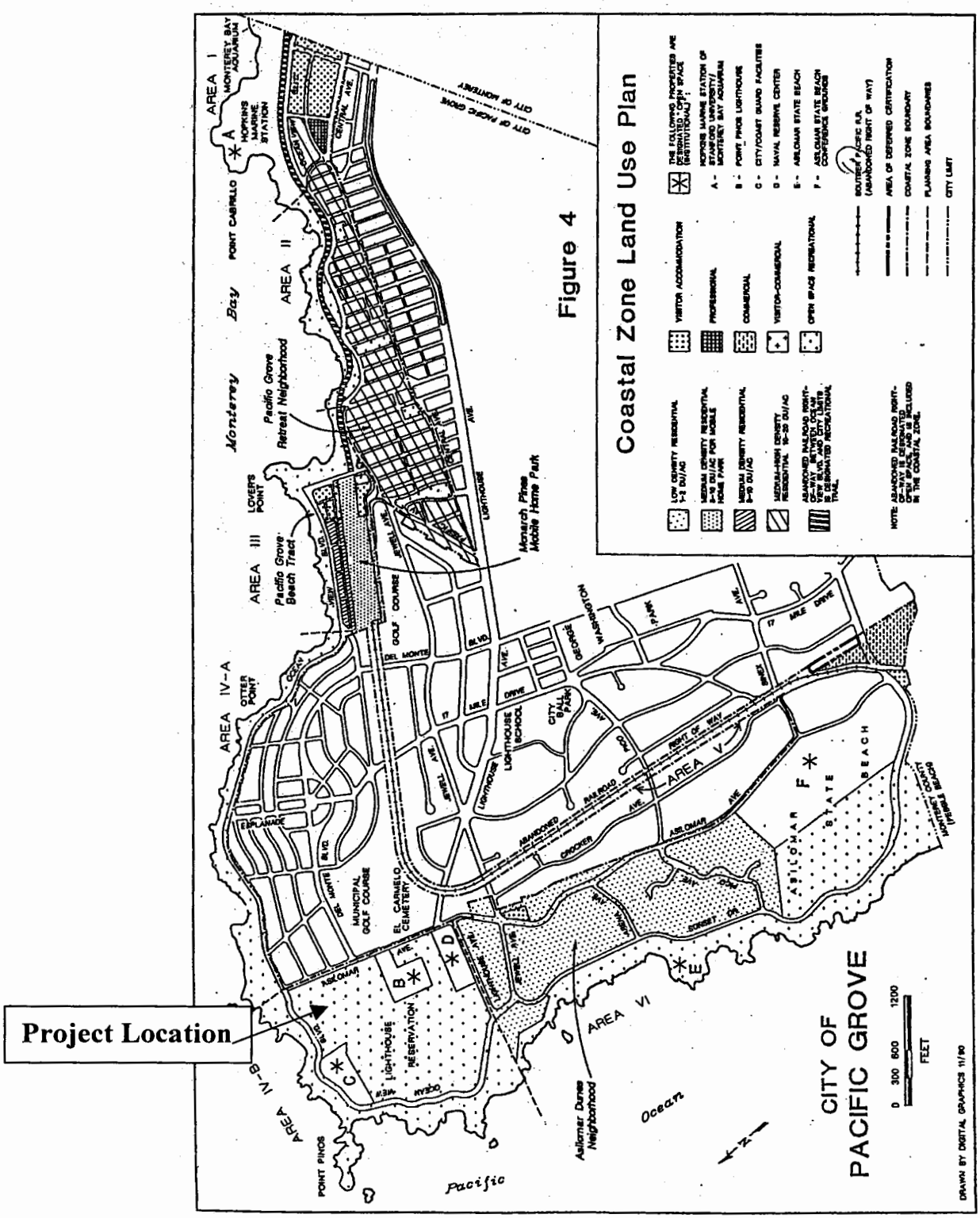


Exhibit D
City of Pacific Grove LUP Coastal Zone Land Use Plan
Crespi Pond, City of Pacific Grove
Municipal Golf Course
3-03-083

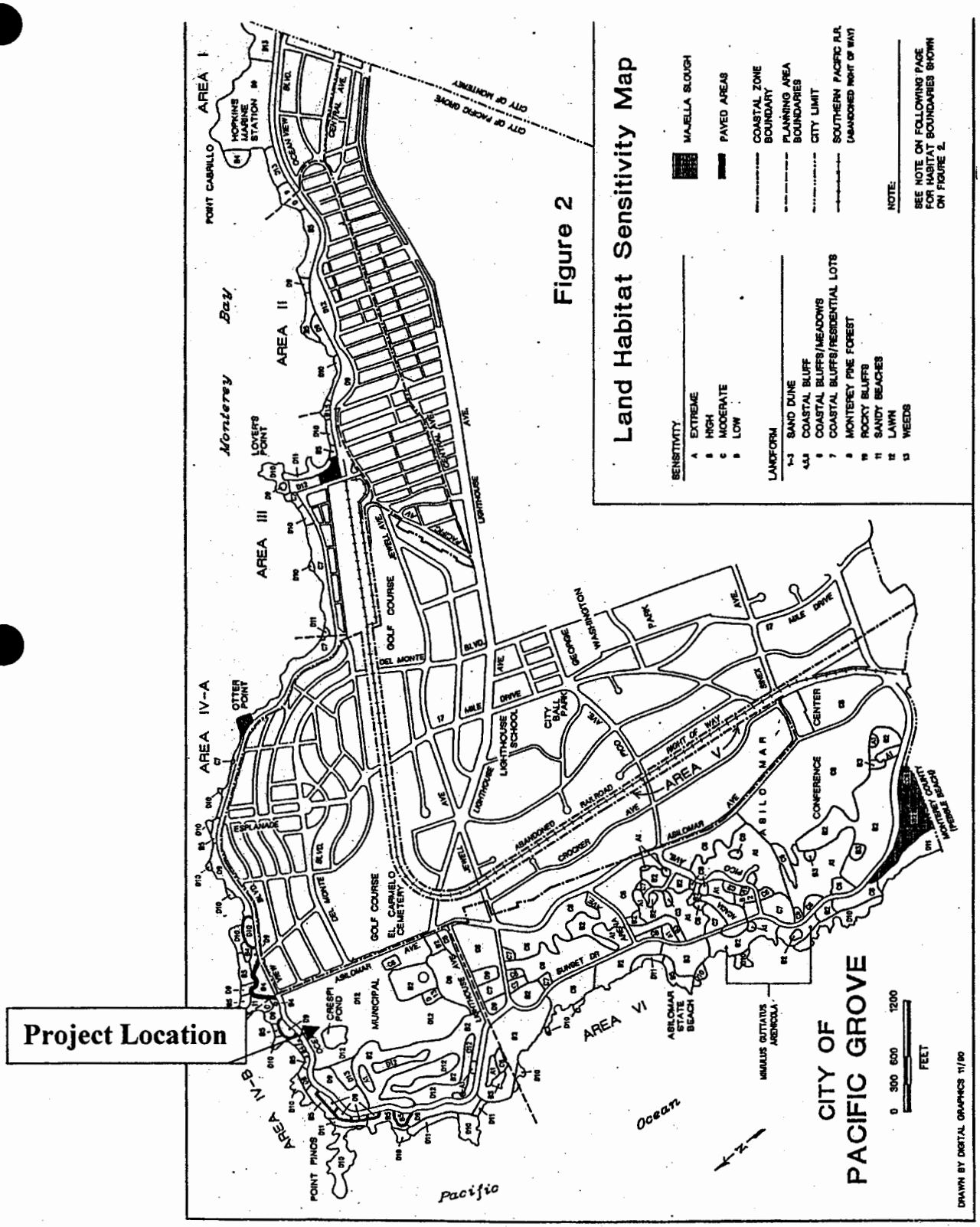


Exhibit E
City of Pacific Grove LUP Land Habitat Sensitivity Map
Crespi Pond, City of Pacific Grove
Municipal Golf Course
3-03-083

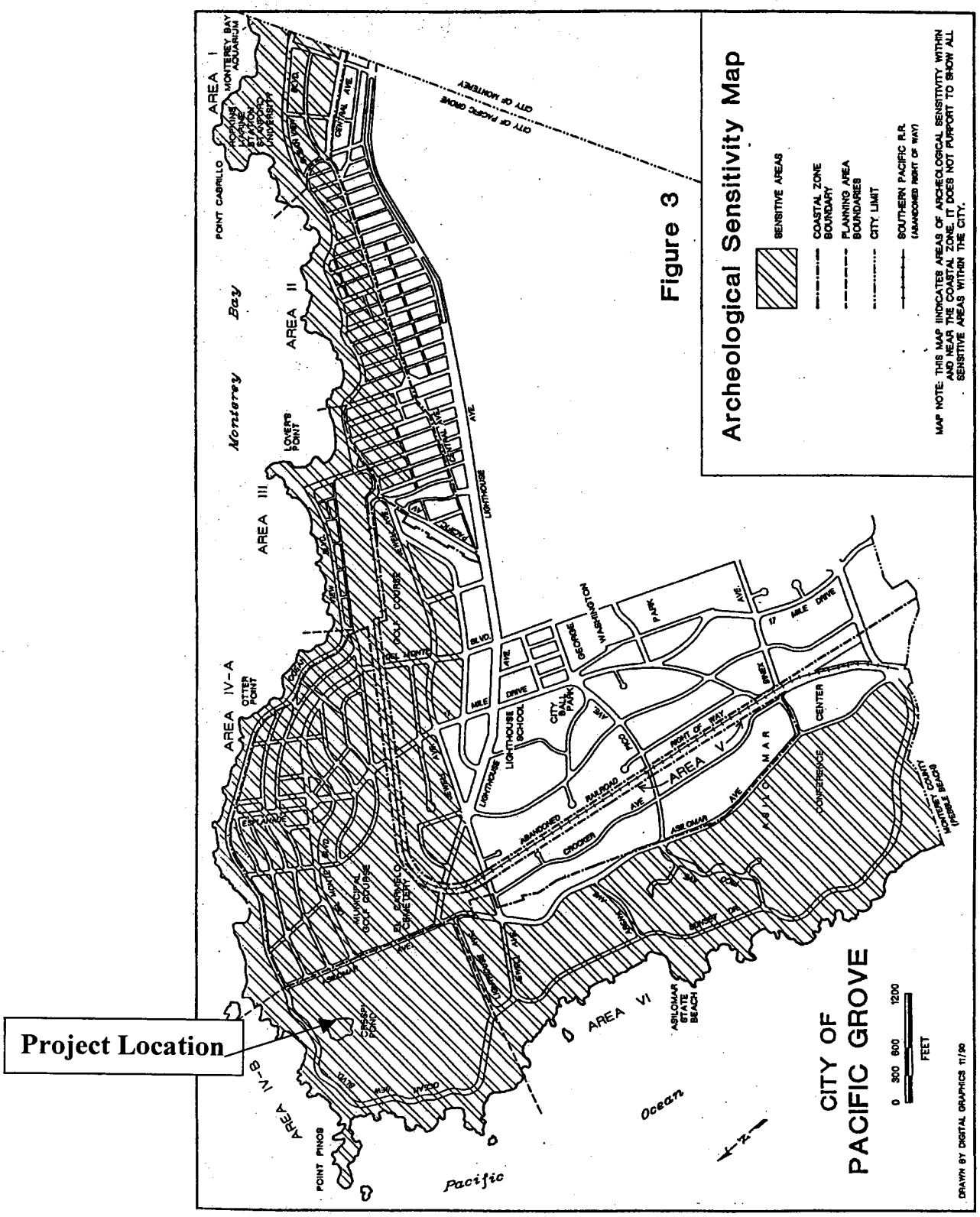


Exhibit F
City of Pacific Grove LUP Archaeological Sensitivity Map
Crespi Pond, City of Pacific Grove
Municipal Golf Course
3-03-083





Exhibit G
Staff Photos of Crespi Pond
City of Pacific Grove
Municipal Golf Course

CALIFORNIA COASTAL COMMISSION
CENTRAL COAST DISTRICT OFFICE
725 FRONT STREET, SUITE 300
SANTA CRUZ, CA 95060
PHONE: (831) 427-4863
FAX: (831) 427-4877
WEB: WWW.COASTAL.CA.GOV

NOTICE OF PROPOSED PERMIT WAIVER

Date: May 28, 2014

To: All Interested Parties

From: Madeline Cavalieri, Central Coast District Manager
Mike Watson, Coastal Planner

Subject: **Coastal Development Permit (CDP) Waiver 3-14-0375-W**
Applicant: City of Pacific Grove Municipal Golf Course

Proposed Development

Five year permit for annual maintenance of Crespi Pond including up to 200 cubic yards of aquatic vegetation removal at the municipal golf course, 77 Asilomar Boulevard in the City of Pacific Grove.

Executive Director's Waiver Determination

Pursuant to Title 14, Section 13238 of the California Code of Regulations, and based on project plans and information submitted by the Applicant regarding the proposed development, the Executive Director of the California Coastal Commission hereby waives the requirement for a CDP for the following reasons:

Vegetation removal and maintenance is required to maintain a balance of 70% open water and 30% vegetation coverage and to reduce eutrophication in the pond. Removal of aquatic vegetation around the perimeter and northern portion of the pond is also necessary to maintain open water and emergent wetland habitat as well as to provide adequate storage capacity for stormwater runoff prior to conveyance into Monterey Bay. Dredged material will be stockpiled on the project site adjacent to the pond to allow for dewatering and then disposed of at an appropriate offsite location. All activities will be limited to the Fall season between September 1 and November 31 each year in order to avoid California red legged frog (CRLF) breeding season. Pre-dredging surveys will be conducted by a licensed biologist to determine the presence of any CRLF in the project area. IF CRLF are found, the permittee will consult with the US Fish and Wildlife Service for adequate protocol to avoid or relocate the frogs consistent with the requirements of USFWS. Staging of materials and waste receptacles will occur on existing paved surfaces. Construction BMP's are proposed to ensure that all dredge materials and related debris are appropriately contained and disposed of to ensure that the site remains clean and debris does not migrate into Crespi Pond. In sum, the proposed project will enhance the biological productivity of Crespi Pond and will not otherwise have any adverse impact on coastal resources or public access to the shoreline.

Coastal Commission Review Procedure

This waiver is not valid until the waiver has been reported to the Coastal Commission. This waiver is proposed to be reported to the Commission on Wednesday, June 11, 2014, in Huntington Beach. If four Commissioners object to this waiver at that time, then the application shall be processed as a regular CDP application.

If you have any questions about the proposal or wish to register an objection, please contact Mike Watson in the Central Coast District office.

CALIFORNIA COASTAL COMMISSION
CENTRAL COAST DISTRICT OFFICE
725 FRONT STREET, SUITE 300
SANTA CRUZ, CA 95060
PHONE: (831) 427-4863
FAX: (831) 427-4877
WEB: WWW.COASTAL.CA.GOV

NOTICE OF PERMIT WAIVER EFFECTIVENESS

Date: June 12, 2014

To: City of Pacific Grove Municipal Golf Course

From: Madeline Cavalieri, Central Coast District Manager MC
Mike Watson, Coastal Planner

Subject: **Coastal Development Permit (CDP) Waiver 3-14-0375-W**

Please note that CDP Waiver 3-14-0375-W was reported to the California Coastal Commission on June 11, 2014 and became effective as of that date. CDP Waiver 3-14-0375-W allows a:

Five year permit for annual maintenance of Crespi Pond including up to 200 cubic yards of aquatic vegetation removal at the municipal golf course, 77 Asilomar Boulevard in the City of Pacific Grove.

Please be advised that CDP Waiver 3-14-0375-W only authorizes the development as proposed and described in the Commission's files; any changes to the proposed and described project may require a CDP to account for the changes or a CDP for the entire project. If you have any questions, contact Mike Watson in the Central Coast District Office at the address and phone number above.

Docusign Envelope ID: 6F28F1F9-9C76-4237-B28A-E5E547381495

CITY OF PACIFIC GROVE

Community Development Department – Planning Division

300 Forest Avenue, Pacific Grove, CA 93950

T: 831.648.3183 • F: 831.648.3184 • www.ci.pg.ca.us/cdd

5-YEAR COASTAL DEVELOPMENT PERMIT (CDP) 26-0011 TO ALLOW THE BI-ANNUAL REMOVAL OF EMERGENT VEGETATION IN CRESPI POND (CRESPI POND MANAGEMENT PROJECT) TO MAINTAIN A BALANCE OF 70% OPEN WATER AND 30% VEGETATION HABITAT COVERAGE IN CRESPI POND.

FACTS

1. Crespi Pond is immediately adjacent to Ocean View Boulevard, within the Point Piños Lighthouse Reservation at the northern point of the Municipal golf course between the 16th and 17th holes. APN 00701100.
2. The subject site has a land use designation of Open Space in the adopted and certified City of Pacific Grove Coastal Land Use Plan (per LUP Figure 6).
3. The subject site has a zoning classification of O.
4. The subject site is located within the City's Coastal Zone, within an archaeologically sensitive area (per LUP Figure 7), and within an environmentally sensitive habitat area (ESHA; per LUP Figure 5).
5. The subject site is located within the City's Area of Special Biological Significance (ASBS).
6. Pursuant to Pacific Grove Municipal Code (PGMC) Sections 23.90.050, *City CDP Determinations*, and 23.90.040, *CDP Exemptions*, Community Development Department (CDD) staff determined the proposed project would not be exempt from the requirement to obtain a Coastal Development Permit (CDP).
7. Detailed Project Description.
   a. The proposed project consists of removing emergent vegetation to enhance wildlife habitat at Crespi Pond. Emergent vegetation would be removed around the pond's perimeter and within a central portion of the pond to maintain 70 percent open water habitat and 30 percent emergent vegetation. The emergent vegetation in the pond proposed for removal would consist primarily of California tule (Schoenoplectus californicus) with a lesser component of narrow-leaved cattail (Typha angustifolia). The work will be performed using barge-mounted excavation equipment (i.e., Aquamog). The barge will be launched from the northern bank of the pond into the remaining area of open water. The emergent vegetation will be removed down to the root mass using a hydraulic arm and clam bucket attachment mounted on the deck of the barge. The removed vegetation will be hauled off-site for proper disposal as green waste.
   b. Subsequent to the initial maintenance vegetation removal, vegetation removal will occur no more than once every two years to maintain 70 percent open water habitat and 30 percent emergent vegetation.
8. Per PGMC section 23.90.140, Coastal Hazards, CDD staff reviewed LUP Figure 3 (Coastal Hazards and Areas of Potential Sea Level Rise), aerial and topographic imagery, applications materials, and conducted site visits on March 2, 2026. This review determined the project would not be subject to coastal hazards over the expected lifetime of the development as no above-ground structural development is proposed. In this case, submittal of a Coastal Hazards Report is not warranted.
9. Per PGMC section 23.90.150, Water Quality and Marine Resources, The Initial Study prepared by Denise Duffy & Associates, Inc. in October 2025, suggests that the removal of emergent wetland vegetation within the pond using barge-mounted equipment would temporarily increase the turbididty in

the pond elevating the risk of sediments entering the Monterey Bay. Condition of approval No. 8, *Avoidance and Minimization Measures*, as recommended by the Biological Resources Report (Denise Duffy & Associates, Inc., Feb. 2024), have been included in this permit to address this potential impact.

10. Per PGMC § 23.90.160, Scenic Resources, CDD staff reviewed LUP Figure 4 (Scenic Areas), aerial and street view imagery, and conducted site visits on March 2, 2026. This review determined the proposed project, due to the short construction duration and no permanent above-ground structural development, would not adversely impact public views.
11. Per PGMC § 23.90.170, Biological Resources, CDD staff reviewed LUP Figure 5, Land Habitat Sensitivity Map, aerial imagery, and conducted site inspections on March 2, 2026. Additionally, a Biological Resources Report prepared by Denise Duffy and Associates, Inc. in February 2024 was provided and attached as Appendix A of the Initial Study. The report concluded, "the project has the potential to impact nesting raptors and other nesting avian species and could potentially impact wintering tricolored blackbirds. The project will also temporarily impact sensitive habitats, including a sensitive natural community and ESHA associated with wetlands and the open waters of Crespi Pond." Conditions of approval No. 8, *Avoidance and Minimization Measures*, as recommended by the Biological Resources Report (Denise Duffy & Associates, Inc., Feb. 2024), have been included in this permit to address these potential impacts.
12. Per PGMC § 23.90.200, Cultural Resources, the proposed project involves dredging in an archaeologically sensitive area; therefore, an archaeological report was prepared by a qualified archaeologist Albion (2024). The report concluded that "because the project site was previously disturbed in association with existing golf course, it is unlikely that intact archaeological deposits currently exist at the proposed project site. Similarly, no known human remains are known to be on the project site. However, due to the sensitivity of the area and the potential for inadvertent discovery of cultural resources, conditions of approval Nos. 5, 6, and 7 have been added to include tribal monitoring and inadvertent discovery throughout the course of the project.
13. Per PGMC § 23.90.200, Cultural Resources, t the proposed project does not involve structural development or permanent changes to a setting or location; therefore, an historic report is not warranted.
14. The City of Pacific Grove Public Works Department (PW), as Lead Agency, prepared an Initial Study pursuant to Public Resources Code Section 21083, and California Environmental Quality Act (CEQA) Guidelines Sections 15063(a) and 15063(b)(2). The Initial Study is on file in the offices of PW and CDD, and is hereby incorporated by reference. CDD, located at 300 Forest Avenue, 2nd Floor, Pacific Grove, California, 93950, is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the Mitigated Negative Declaration is based.
15. The draft Initial Study and Mitigated Negative Declaration (IS/MND) for the Pacific Grove Crespi Pond Vegetation Management Project was prepared in accordance with the CEQA Guidelines; circulated for public review from November 3, 2025, through December 3, 2025 (State Clearinghouse Number 2025110213). Public comments were received (six comment letters) and revisions were made throughout the draft Initial Study to correct an error in the acreage of vegetation to be removed from .55 acres to .78 acres to achieve the target habitat ratio of 30% emergent vegetation and 70% open water.
16. Pursuant to Public Resources Code Section 21080.3.1 and LUP Policy CRS-1, PW initiated consultation via notification letters with local Native American tribes and the first consultation meeting with the Esselen Tribe of Monterey County was held on November 6, 2024.
17. The City of Pacific Grove Planning Commission considered the IS/MND at a duly noticed public hearing held on March 12, 2026.

FINDINGS

For a Coastal Development Permit per PGMC Section 23.90.080

1. *LCP Consistency. The project is consistent with the LCP. (Local Coastal Program)*

   As proposed and conditioned, the proposed Crespi Pond maintenance project meets the requirements of the LCP including, but not limited to, the applicable Coastal Resource Protection Standards (PGMC § 23.90.130) of the Implementation Plan (IP) and the Biological, Cultural, Scenic, and Water Quality and Marine Resources policies of the Land Use Plan (LUP). These standards and policies are addressed in the Facts above and in the following findings.

2. *Public Views. The project protects or enhances public views.*

   The proposed Crespi Pond maintenance project, due to the short construction duration and no permanent above-ground structural development, would not adversely impact public views. Therefore, per PGMC § 23.90.160, Scenic Resources, a site-specific visual analysis is not required in this case.

3. *Habitat Protection. The project protects vegetation, natural habitats, and natural resources consistent with the LCP.*

   The goal of the project is to promote a balance of vegetation and open water habitats to enhance wildlife habitat at Crespi Pond. The project will also temporarily impact sensitive habitats, including a sensitive natural community and ESHA associated with wetlands and the open waters of Crespi Pond." With condition of approval Nos. 8, *Avoidance and Minimization Measures*, as recommended by the Biological Resources Report (Denise Duffy & Associates, Inc., Feb. 2024), the project is consistent with the LCP, including PGMC § 23.90.170 regarding biological resources and/or environmentally sensitive habitat areas.

4. *Design Consistency. The design, location, size, and operating characteristics of the proposed development is consistent with applicable LCP design requirements, including design plans and area plans incorporated into the LCP.*

   The proposed project does not involve permanent above-ground structural development; therefore, this finding is not applicable.

5. *Coastal Access. The project protects or enhances public access to and along the coast.*

   As proposed and conditioned, the project would not adversely impact public access to or along the coast. Condition No. 10 has been applied to protect public access and ensure retention of emergency access during construction.

6. *Visitor Serving. The project supports the LCP goal of providing for visitor-serving needs as appropriate, including providing low and no cost visitor and recreational facilities.*

   As proposed, the project does not involve visitor-serving needs or facilities; therefore, this finding is not applicable.

7. *Appropriate Use. The project is consistent with the allowed LCP uses associated with the property.*

   The site zoning classifications and land use designations are consistent with the proposed project.

8. *Coastal Resources. The proposed development protects or enhances coastal resources, where applicable.*

   The goal of the project is to promote a balance of vegetation and open water habitats to enhance wildlife habitat at Crespi Pond. See also Fact Nos. 9 – 14 and supporting information and Finding Nos. 2 and 3 above.

California Environmental Quality Act (CEQA)

On the basis of the whole record before the City of Pacific Grove Planning Commission, there is no substantial evidence that the proposed project as designed and conditioned, will have a significant effect on the environment. Also, the Planning Commission finds that there is no substantial evidence supporting a fair argument of a significant environmental impact. The City will implement proposed project mitigation measures, best management practices, and standard conditions of approval that avoid or minimize potential effects to a point where clearly no significant effects would occur. Based upon the analysis of the Initial Study, the Public Works Department prepared a Mitigated Negative Declaration (MND), the MND reflects the independent judgment and analysis of the City. The City has adopted the City of Pacific Grove Crespi Pond Vegetation and Mitigation Monitoring and Reporting Program (MMRP) to ensure that the project implements the approved mitigation measures subsequent to project approval (CEQA Guidelines §15074(d)).

PERMIT

5-year Coastal Development Permit (CDP) 26-0011 to allow the bi-annual removal of emergent vegetation in Crespi Pond (Crespi Pond Management Project) to maintain a balance of 70% open water and 30% vegetation habitat coverage in Crespi Pond.

CONDITIONS OF APPROVAL

1. **Permit Expiration.** This permit shall expire and be null and void five (5) years from and after the date of approval. Application for extension of this approval must be made prior to the expiration date.
2. **Terms and Conditions.** These terms and conditions shall run with the land and bind to all future owners and possessors of the subject property, unless amended. Amendments to this permit may be achieved only if an application is made and approved, pursuant to the Zoning Code.
3. **Construction Compliance.** All construction must occur in general compliance with the proposal as set forth in the application, subject to any special conditions of approval herein. Any deviation from approvals must be reviewed and approved by staff and may require Planning Commission approval.
4. **Conformance to Submittals/Plans.** Development and use of the sites shall conform to the approved scope of work activities as described in the approved submittal materials. Project revisions may require review and approval of the Planning Commission and may require additional CEQA analysis.
5. **Archaeological/Tribal Monitoring.** A qualified archaeological monitor and tribal monitor shall be present to observe all soil disturbance for all grading and excavation activities. If at any time, potentially significant resources or intact features are discovered, the monitor(s) shall temporarily halt work until the find can be evaluated.
6. **Cultural and/or Archaeological Artifacts.** If such artifacts are unexpectedly discovered during ground disturbing activities, work shall be halted until the item(s) can be evaluated by a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation will be formulated, with the approval of the lead agency, and implemented prior to recommencement of work.
7. **Archaeology and Inadvertent Discovery.** When human remains or artifacts are exposed, the Health and Safety Code § 7050.5 requires that no further excavation or disturbance occurs in the area and that the county coroner is called so that the coroner can verify that the remains are not subject to medical jurisprudence. Within 24 hours of notification, the coroner calls the Native American Heritage Commission if the remains are known or thought to be Native American. The Native American Heritage Commission selects the Most Likely Descendant (MLD) from a rotating list of MLDs. The MLD has 24 hours to respond. All work will halt with a 50-yard radius until an osteologist can examine the remains, and a treatment plan for any said remains has been provided according to the MLD.
8. **Avoidance and Minimization Measures.** The following avoidance and minimization measures shall be incorporated into the construction plans and implemented during construction:

a. ***BIO-1:*** Conduct vegetation removal activities outside of the nesting season to avoid impacts to nesting bird species. Vegetation removal activities shall occur between September 1 and February 1, outside of the breeding and nesting season, to avoid potential impacts to nesting raptors and other nesting avian species.

b. ***BIO-2A:*** A pre-construction survey for tricolored blackbirds will be performed each morning by a qualified biologist prior to initiation of project activities. The biologist will train a designated monitor on the construction crew to identify the species. Once the biologist is satisfied that the designated monitor can identify the species, that individual will conduct the surveys prior to each day's work. The biologist will remain on call and available to respond to the designated monitor's request to confirm a sighting. The biologist will conduct spot checks in addition to weekly visits to ensure the mitigation is being implemented in a satisfactory manner. If tricolored blackbirds are identified, project activities shall not be allowed to proceed until subsequent surveys can confirm that the birds have left the area of their own volition..

c. ***BIO-3A:*** Subsequent to the initial maintenance vegetation removal, vegetation removal will occur no more than once every two years and shall include the removal of no more than 50% of the emergent vegetation present at that time to minimize the scope and scale of the temporary loss of wetland function and habitat value.

d. ***BIO-3B:*** Project activities shall be conducted when the water level in Crespi Pond is below the elevation of the overflow culvert to ensure that no water or suspended sediment is discharged to the adjacent beach or Monterey Bay.

e. ***BIO-3C:*** Equipment, fuels, lubricants, and solvents shall be stored in a designated staging area at least 100 feet from aquatic resources.

9. **Best Management Practices (BMPs).** The project shall implement BMPs as required per PGMC 9.30.130(c).

10. **Temporary Traffic Handling Plan (TTHP).** Per PGMC Section 23.90.210.B.2, the Public Works Department shall prepare and implement a TTHP to protect public access (e.g., parking and/or traffic circulation) and ensure retention of emergency access during construction.

11. **2028 Report to Commission.** Applicant shall provide an informational report to the Planning Commission in January or February of 2028 on whether the removal of emergent vegetation at Crespi Pond will be conducted at appropriate times during the 2028 calendar year.

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

1. The Commission determined 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 Permit.
2. The Commission adopts a Mitigated Negative Declaration and Mitigation Monitoring and Report Program pursuant to CEQA Guidelines Section 15074.
3. The Commission approves CDP 26-0011 as proposed and conditioned.
4. This permit shall become effective upon the expiration of the 10-day appeal period after the final approval.
5. This permit shall not take effect until the owner acknowledges and agrees to all terms and conditions and agrees to conform to and comply with those terms and conditions.

PASSED AND ADOPTED AT A REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF PACIFIC GROVE ON THE 12TH DAY OF MARCH, 2026, BY THE FOLLOWING VOTE:

AYES: Chair Kubica, Vice Chair Myers, Commissioners Loh, Mourlam, Sterbick, and Sweigert

NOES: None ABSENT:

Davison APPROVED:

DocuSigned by:
Andrew Kubica
A9531E5C692846E...

Andrew Kubica, Chair

The undersigned hereby acknowledge and agree to the approved terms and conditions, and agree to fully conform to, and comply with, said terms and conditions.

Signed by:
Daniel Gho
F50702D942F44E8...

3/26/2026

Daniel Gho, Director
Public Works Department

Date

Outlook

March 12, 2026, Meeting

From Tony Ciani <aciani@cianiarchitecture.com>
Date Thu 3/5/2026 6:33 PM
To Planning Commission <planningcommission@cityofpacificgrove.org>
Cc City Council Members <citycouncil@cityofpacificgrove.org>; CentralCoast@Coastal <CentralCoast@coastal.ca.gov>

1 attachment (112 KB)
PG PC March 5, 2026 - Crespi Pond.pdf;

[**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 Chair Kubica and Planning Commissioners,

Please consider my attached letter regarding a rumored public hearing lacking adequate public notice to all interested parties.

Thank you,

Anthony A. Ciani

Anthony A. Ciani, 220 Walnut Street, Pacific Grove, California 93950

March 5, 2026

Chair, Andrew Kubica, and
Members of the Planning Commission
Planning Commission
City of Pacific
300 Forest Avenue
Pacific Grove, CA 93950

RE: March 12, 2026, Meeting –
Rumored Hearing for the Crespi Pond Vegetation Management Project CDP

Dear Chair, Kubica and Planning Commissioners,

The City of Pacific Grove Local Coastal Program Implementation Plan (**PGMC Section 23.90.070 (b)(6) CDP Application Public Notice and Hearing**) mandates:

> *"Noticing. CDP application actions **shall be noticed at least 10 days prior to the required public hearing on the proposed project** by posting notice at the proposed development site in at least one location that is conspicuously visible to the general public (and as many locations as necessary to ensure that the public is appropriately provided notice), **and by mailing notice to:***
>
> *(6) **All known interested parties**; and . . ."*

As evidenced by my 2024 and 2025 public testimony and written comments to the Beautification and Natural Resources Commission (BNRC), as well as 2025 email correspondence with Public Works Director, Mr. Dan Gho (Applicant), I am an "interested party" as that term is used in the law.

I should have been mailed a notice at least 10 days prior to the required public hearing, but I did not receive any notice in the mail or by email regarding this matter. Apparently, there is no published agenda for the Planning Commission's March 12, 2026, public meeting. There may be other interested parties who also did not get notices. Therefore, I request the Planning Commission's hearing for this matter to be postponed pending proper legal notices.

Thank you for your attention to this matter.

Respectfully,

Anthony A. Ciani

Anthony A. Ciani

Cc: City Council
Coastal Commission

Outlook

Crespi Pond Vegetation Mgmt IS/MND and CDP, Agenda item 8B

From Lisa Ciani <lisa.ciani@gmail.com>
Date Fri 3/6/2026 5:14 PM
To Planning Commission <planningcommission@cityofpacificgrove.org>
Cc Daniel Gho <dgho@cityofpacificgrove.org>; Jon Biggs <JBiggs@cityofpacificgrove.org>; Matthew Mogensen <mmogensen@cityofpacificgrove.org>; George Fuerst <gfuerst@cityofpacificgrove.org>

1 attachment (130 KB)
Crespi Pond IS-MND comments, 2025.pdf;

[**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 Chair Kubica and Commissioners,

Yesterday I received two notices from the City about projects in the Coastal Zone (temporary special events and 420 La Calle Corte permit amendment) that would be on your March 12 agenda. The notices are postage stamped by the City on March 2 and postmarked in San Jose on March 3. So, the postal service is a bit slow these days, taking until March 5 to deliver the notices. But the point is that at least 10-day notice is required in PGMC 23.90.070 for posting and for mailing to "known interested parties", and specified others about an upcoming CDP hearing. Mailing a notice on the day it should be received by the addressee does not comply with either the letter of the law or the spirit of the law. Past practice for the City has been to mail notices on Friday two weeks before a Thursday Planning Commission meeting, so it will arrive by Monday of the week before the meeting.

This afternoon a notice arrived about the CDP for the proposed dredging project at Crespi Pond that is also on your May 12 agenda. It also has the City's postage stamp dated March 2, but no San Jose postmark. Perhaps it was hand-delivered? In any case, this is six days' notice, just the same as receiving the agenda by email.

Over the last two years, I have communicated with Dan Gho and CDD about the neglected conditions at Crespi Pond, and I commented in detail on the draft IS/MND during the public review period that ended December 2, 2025 (as did Monterey Audubon Society and the California Native Plant Society's Monterey Bay Chapter). I am a "known interested party". There has not been and is not now a final IS/MND posted on the City's CEQA website which I have been checking periodically for the last month or so. The agenda report in the agenda posted in my email box at 1:52 this afternoon is the only place the final IS/MND can be found. For a very complex situation involving the City's extreme negligence regarding maintenance of the Pond/wetland, the final IS/MND should have been posted well ahead of the meeting (rather than not at all).

Crespi Pond is considered Environmentally Sensitive Habitat Area (ESHA) in the Local Coastal Program (LCP), and this is, or should be, a complex project for many reasons, not least of

which is the City's failure to maintain the health of the wetland as required over the last ten years. As I wrote in the first paragraph of my Draft IS/MND comment (attached):

While it's good that a "Vegetation Management Project" for Crespi Pond is finally available for public review, maintenance dredging of Crespi Pond is long overdue, and "maintenance" is no longer adequate for assuring the health of the Pond. It's been over 10 years since the last maintenance dredging as noted in the 2024 Crespi Pond Biological Resources Report, not because of "the expiration of previous authorizations" as asserted in the Report and in the IS/MND, but because the City neglected to continue the permitted annual dredging under the 2014 CDP Waiver after dredging some time in 2015, and then neglected to apply for a new permit when the 5-year 2014 permit expired.

Some carefully developed Conditions of Approval are needed to assure that a CDP is going to be carried out with care and appropriate restoration and maintenance will continue on an ongoing basis.

I will have more comments when I've had time to read the final IS/MND and agenda report. But I urge you to continue this item to the next Planning Commission meeting to give Commissioners and "known interested parties" time to study all the documents.

Respectfully,
Lisa Ciani

Comments on DRAFT IS/MND, Crespi Pond Vegetation Management Project, Submitted by Lisa Ciani on December 2, 2025

INSUFFICIENT RESPONSE TO DEGRADATION RESULTING FROM THE LAST 10 YEARS OF NEGLECT

While it's good that a "Vegetation Management Project" for Crespi Pond is finally available for public review, maintenance dredging of Crespi Pond is long overdue, and "maintenance" is no longer adequate for assuring the health of the Pond. It's been over 10 years since the last maintenance dredging as noted in the Crespi Pond Biological Resources Report, not because of "the expiration of previous authorizations" as asserted in the Report and in the IS/MND, but because the City neglected to continue the permitted annual dredging under the 2014 CDP Waiver after dredging some time in 2015, and then neglected to apply for a new permit when the 5-year 2014 permit expired.

The Biological Report cites an 80:20 ratio of emergent vegetation to open water at the time Denise Duffy & Associates assessed the Pond in January 2024, in stark contrast to a 30:70 ratio of vegetation to water that has been recommended for decades for the health of the Pond. Since the last "annual" dredging was 10 years ago, the Biological Report is inadequate in addressing "maintenance" of Pond health. Additionally, the IS/MND also fails to address the extreme degradation of the Pond in the absence of maintenance over the last 10 years.

The IS/MND does NOT address the Project Goals and Objectives realistically:
"The goal of the proposed project is to promote a balance of vegetated and open water habitats to enhance wildlife habitat at Crespi Pond, through removal and management of emergent vegetation.
[Emergent vegetation is rooted in shallow water with stems and leaves rising above the water's surface, such a cattails, bulrushes, and other reeds.]

No evidence is shown for how, specifically, the Pond will be restored to a healthy condition overall, considering the degree of degradation. And additional compliance mitigations are necessary to avoid further neglect. Crespi Pond is a uniquely important wetland both historically and ecologically, and the City of Pacific Grove needs to demonstrate a more responsible restoration and maintenance process with accountability and monitoring.

INCOMPLETE INFORMATION

Will removing 0.55 acre of emergent vegetation, or 43%, reduce the vegetation to open water ratio to the recommended 30:70 vegetation to water ratio?

I can find no statement of the size of the Pond in the CEQA document. The Project Site is described as approximately 2 acres, presumably including staging areas, etc. Pacific Grove's 1994 General Plan says the Pond is 1.28 acres. Doing the math, if .55 acre is 43% of the emergent vegetation, then the total acreage of emergent vegetation would be 1.28 acres, and the total Pond area would be 1.6 acres. Removing .55 acre of vegetation from 1.28 acres of emergent vegetation would leave .73 acre of vegetation, which would be 46% vegetation and 54% open water, and would apparently not achieve the 30:70 ratio.

In the Biological Report, on page 13, the section on Wetlands under Sensitive Habitats says, "the project site contains 1.3 acres of wetlands...as well as 0.36 acres of open water". That would total 1.66 acres for the Pond. It's not clear what numbers the consultants are using in determining the amount of vegetation to be removed. What total Pond area are they using? How do they arrive at a 30:70 ratio of vegetation to water?

Is only vegetation and not sediment to be removed?
As described in the IS/MND only the vegetation down to the root mass is being dredged. The sediment that builds up from golf course and stormwater runoff and decaying vegetation that has kept the Pond shallow and promoted the overgrowth of emergent vegetation is not discussed. The Coastal Commission's 2004 Coastal Development Permit (CDP) for 5-Year Long-Term Maintenance of Crespi Pond was based on recommendations of a "November 2001 biological Assessment and Restoration of Dune Habitat prepared for the City of Pacific Grove by Rana Creek Habitat Restoration biologists", including recommendations for maintaining the 70:30 open water to emergent vegetation ratio "at a depth of 4 feet". At the time of the staff report for that CDP in December 2003, the depth was 3 feet.

The current IS/MND states, "The pond has a maximum depth of approximately three feet and receives stormwater inputs as well as irrigation runoff and natural input from rainfall." (Page 3) Vegetation removal *may* only increase the depth by approximately 1'-2', per the IS/MND (page 4):
"Removal of the root zone may deepen the pond between approximately one and two feet."

LACK OF CONSISTENCY WITH PREVIOUS COASTAL COMMISSION-APPROVED STANDARDS

Surface area or volume to be removed—how is the amount of material to be confirmed? How is the 30:70 ratio to be confirmed?
In the last two Coastal Commission CDPs, in 2004 and 2014, for maintenance dredging of Crespi Pond, "Annual removal of up to 200 cubic yards of aquatic vegetation for pond maintenance" was approved. Why is the IS/MND using area (acres) instead of volume (cubic yards) to determine how much they're removing? How does 0.55 acre specified for removal in the IS/MND compare with the 200 cubic yard maximum specified in the last two CDPs?

Time limitations for dredging differ without explanation.
The 2014 Coastal Commission CDP Waiver specifies, "All activities will be limited to the Fall season between September 1 and November 31 [sic] each year in order to avoid California red legged frog (CRLF) breeding season." It also specifies this time range to avoid rainy season and to perform the work when the water level is below the overflow culvert. (Does the rainy season start earlier now than 20 years ago, or 10 years ago?) What is the current water level in the Pond in relation to the overflow culvert?

Wetland expertise is needed to recommend restoration measures for the health of this significant wetland, known for its biodiversity.
The 2004 CDP stated that, "Historically, the Golf Course has obtained a Waiver from the Coastal Commission each time maintenance was required at Crespi Pond, which generally occurs every other year. However, because maintaining an optimum level of open water and vegetated habitat is an ongoing requirement, the Golf Course Superintendent, Mike Leach, is requesting a long-term maintenance permit to conduct this work." The 2014 CDP Waiver was a 5-year permit "for annual maintenance of Crespi Pond including up to 200 cubic yards of aquatic vegetation removal". The current IS/MND says annual dredging is too much, but how can the 30:70 balance be achieved and maintained unless dredging is conducted annually or the Pond is drained or excavated to a depth that does not promote overgrowth of emergent vegetation? Sediment build-up is not addressed. Humans have altered the balance by building a road (Ocean View Blvd) and a golf course. The reeds provide one excellent kind of habitat, but they degrade the wetland if not in the proper balance.

The 2004 Coastal Commission CDP had a Special Condition requiring Environmental Monitoring during construction "to ensure compliance with all mitigation requirements during the construction phase". And the City had a Crespi Pond Advisory Committee at that time whose approval was required. Providing an Environmental Monitor during construction and re-establishing a Crespi Pond Advisory Committee, or a subcommittee of the BNRC, would be mitigations to consider.

UNACCEPTABLE WATER QUALITY REPORTS

The findings of the quarterly water quality reports for Crespi Pond are not being addressed.
The most recent report I received from the City's Environmental Programs Manager is Pacific Grove Local Water Project Monitoring Results – September 2024. It states, "Crespi Pond exceeded the action levels for chloride, Kjeldahl nitrogen, sodium, total dissolved solids, and total nitrogen." This should be addressed in the IS/MND.

The Pond seems to serve two priorities for the City: 1) as a water hazard for the golf course, and 2) as a retention basin for stormwater runoff from the golf course where sediments have a chance to settle and not overflow and carry polluted water into the Marine Sanctuary. Wildlife habitat must be the first priority.

This IS/MND does not provide sufficient information or focused corrective measures, informed by wetland expertise, to address the current extreme imbalance. The IS/MND must address the need for accountability and a comprehensive restoration plan. Significant revisions are needed to carry out the goal to enhance wildlife habitat at Crespi Pond.

Outlook

March 12, 2026, Regular Agenda Item B. Crespi Pond Vegetation Management Project CDP # 26-0011

From Tony Ciani <aciani@cianiarchitecture.com>
Date Mon 3/9/2026 5:30 PM
To Planning Commission <planningcommission@cityofpacificgrove.org>
Cc City Council Members <citycouncil@cityofpacificgrove.org>; CentralCoast@Coastal <CentralCoast@coastal.ca.gov>; BNRC <bnrc@cityofpacificgrove.org>

1 attachment (4 MB)
PG PC March 9, 2026 - Crespi Pond.pdf;

[**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 Chair Andrew Kubica, and Members of the Planning Commission:

Please consider the recommendations in my attached letter.

Thank you,

Tony Ciani

Anthony A. Ciani, 220 Walnut Street, Pacific Grove, California 93950

March 9, 2026

Chair Andrew Kubica, and Members of the Planning Commission
Planning Commission
City of Pacific
300 Forest Avenue
Pacific Grove, CA 93950

RE: March 12, 2026, Regular Agenda Item B.
Crespi Pond Vegetation Management Project CDP # 26-0011

Dear Chair Kubica and Planning Commissioners,

Please consider the following recommendations:

1) An essential special condition of the CDP should be **to explicitly restrict dredging operations to occur in the fall season (between September 1 and February 1 only**; and **to require surveys for raptors (bird of prey), herons, egrets and humming bird nests including at nearby trees within 500 feet of the working equipment noise.**

2) **CDP Condition 8. a**: The notion that,

   "*The biologist will train a designated monitor on the construction crew to identify the species.* ***Once the biologist is satisfied that the designated monitor can identify the species, that individual will conduct the surveys prior to each day's work.*** *The biologist will remain on call and available to respond to the designated monitor's request to confirm a sighting".*

   Recommendation: As with Condition # 5, where the Qualified Archaeological and Tribal Monitors who, ***"shall be present to observe all soil disturbance for all grading and excavation activities"*** **- - the biologist should be present for** ***"all grading and excavation activities."***

3) **Pre-Construction/Post Construction Monitoring.** An experienced consultant with a "Wetland Delineation Certificate" specializing in wetland soil pedology and plant-soil interactions in wetland environments **shall conduct a delineation of the wetland** areas in and around Crespi Pond including to the stand of Monterey cypress trees located approximately 300 feet east of Crespi Pond. See Attached Photographs, page 2.

Thank you for your consideration.

Respectfully,
Anthony A. Ciani
Anthony A. Ciani

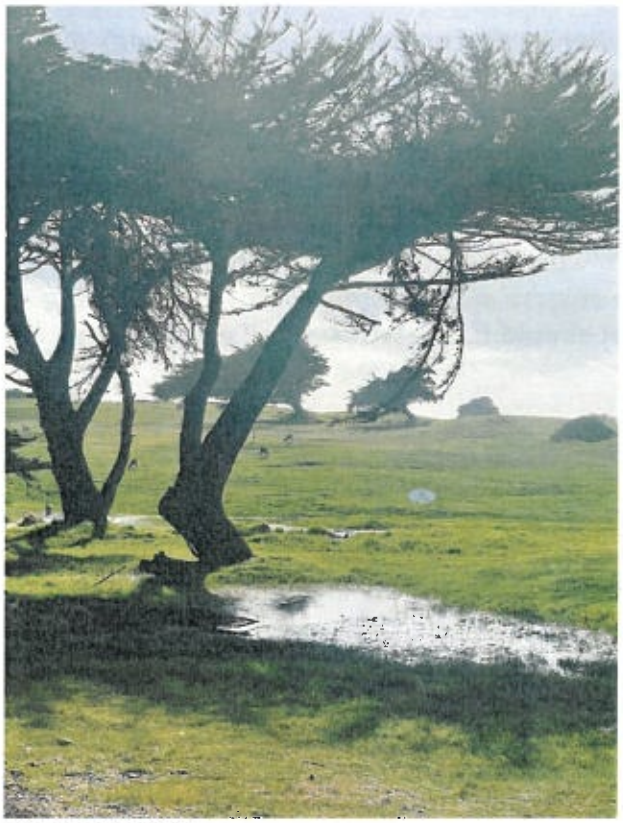
Cc: City Council; and Coastal Commission

Anthony A. Ciani, 220 Walnut Street, Pacific Grove, California 93950

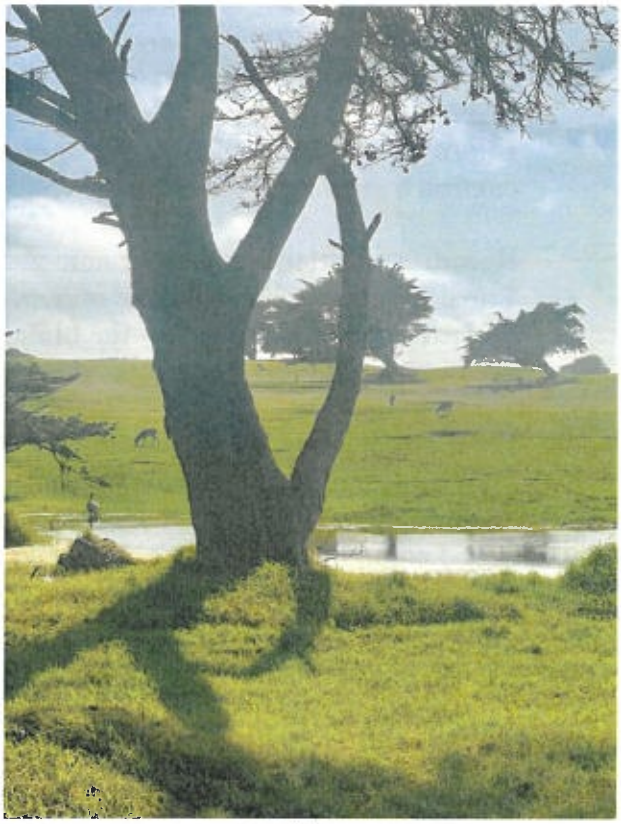
Photographs of
Crespi Pond and Adjacent Wetland Areas



Crespi Pond – Looking South **November 12, 2025**



Wetland East of Crespi Pond.



Wetland Southeast of Crespi Pond

Photographs looking Southwest dated March 9, 2026

Outlook

SUPPLEMENT - - March 12, 2026, Regular Agenda Item B. Crespi Pond Vegetation Management Project CDP # 26-0011

From Tony Ciani <aciani@cianiarchitecture.com>
Date Tue 3/10/2026 4:57 PM
To Planning Commission <planningcommission@cityofpacificgrove.org>
Cc CentralCoast@Coastal <CentralCoast@coastal.ca.gov>

1 attachment (113 KB)
PG PC March 10, 2026 - Supplement Crespi Pond.pdf;

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Dear Chair Kubica and Planning Commissioners,

Please consider the attached supplement to my comments regarding the proposed project.

Thank you,

Tony Ciani

Anthony A. Ciani, 220 Walnut Street, Pacific Grove, California 93950

March 10, 2026

Chair Andrew Kubica, and Members of the Planning Commission
Planning Commission
City of Pacific
300 Forest Avenue
Pacific Grove, CA 93950

RE: SUPPLEMENT - - March 12, 2026, Regular Agenda Item B.
Crespi Pond Vegetation Management Project CDP # 26-0011

Dear Chair Kubica and Planning Commissioners,

The City of Pacific Grove CDD and CDP applications require a **"Completed Submittal Checklist and Plan Set."** The plan set submitted by the owner/applicant appears to be inadequate. Crespi Pond is NOT a GOLF COURSE as described by the Owner and Applicant. The Pacific. Grove LCP Land Use Plan states "***Crespi Pond,* [is] *a small but valuable wetland.*** The Crespi Pond Dewatering, Staging, BMP Site Plan sheet does not have a standard Title Block indicating the Project Name, Owner, Designer, North Arrow, Scale, and Date, etc. and there is no vicinity map. There does not appear to be a "Plan Set" that depicts the location of significant elements of the proposed work including:

1) The "SCOPE OF WORK" that appears to be prepared by a contractor based on a site visit conducted (3) years ago in March 2023 states: ***"Biomass that gets removed from the pond will be piled on the shoreline for initial dewatering."*** The De-watering Plan indicates a location on the Golf Course south of Crespi Pond, NOT the shoreline.

2) Where is the other location for trucking and storing the biomass as described in the "SCOPE OF WORK": ***". . . an agreed-upon stockpile area."*** And ". . . ***it is encouraged that the customer provide*[s] *a dump site within one (1) mile of the pond . . ." ?***

The Coastal Commission granted the City CDPs and Waivers for **"Crespi Pond 5-Year Long-Term Maintenance"** that explicitly required: **"Annual removal of up to 200 cubic yards of aquatic vegetation for pond maintenance"** The City failed to comply with the terms and conditions of the coastal permit to perform the **"annual maintenance."** Also, Pacific Grove Local Water Project Monitoring Results - Quarterly Analyses have found "Crespi Pond exceeded the action levels for chloride, Kjeldahl nitrogen, sodium, total dissolved solids, and total nitrogen. **An additional CDP condition should require water tests and reporting before the work begins and within 5 days after completion of the work. The tests should also assess the dredged materials for metals including lead, copper and cadmium.**

Finally, who will be responsible to inspect and certify that the work is satisfactory?

Respectfully, *Anthony A. Ciani*

Cc: City Council; and Coastal Commission

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Sandra Kandell, City Clerk

MEETING DATE: May 06, 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

1. Direct the City Clerk to post the Application on the City Council's webpage and make it available upon request.
2. Direct the City Manager to advise potential applicants to submit applications to the City Clerk starting May 7, 2026 and until a specific date decided by the City Council.
3. Direct the City Manager to return to the City Council at a specific date for a review of the applications and the appointment of an applicant to the position of City Councilmember and the appointed applicant to be sworn in by the City Clerk.

DISCUSSION

Councilmember Walkingstick resigned from the City Council effective at the end of the regular City Council meeting held on April 1, 2026, and the Council now needs to fill that vacancy.

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 vacated City Council seat.

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.

Staff requests that the City Council discuss and decide on the application filing deadline. Likewise, Staff requests the City Council discuss and set a specific date for a Council meeting at which the applications will be discussed and an applicant appointed to the vacant Council seat. Note that the selected applicant will fill the vacated Council seat until the November 2026 General Election, at which the remaining term of Councilmember Walkingstick will be filled by election.

OPTIONS

Provide alternative direction to the City Manager regarding the process for the appointment of an applicant to the position of City Council Member.

FINANCIAL IMPACT:

There is no fiscal impact as a result of this item.

FOCUSED PRIORITY AREA: Community Development

Attachments

Application

M

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
MEETING DATE:	May 06, 2026
SUBJECT:	Consider Draft City Council Policy 000-XXX Vacancy in Elective Office and Appointment.
CEQA:	Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Adopt a Resolution approving the draft City Council Policy 000-XXX Vacancy in Elective Office and Appointment .

DISCUSSION

City Charter Article 12 provides that the City Council shall fill a vacant Council seat for the remainder of the term or until the next general election; however, the process for how the City Council does so has not be been previously established.

To assist the City Council with establishing a policy that will assist with deliberating on applications and selecting an applicant to fill a vacant seat, Staff has prepared the attached draft policy for Council's consideration and discussion. The draft policy has been informed by past practices and prior discussions. The goal of the policy is to establish a clear and structured process for Council appointments when vacancies arise.

OPTIONS

Provide alternative direction.

FINANCIAL IMPACT:

There is no fiscal impact as a result of this item.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Resolution Authorizing a City Council Policy Regarding Vacancy In Elective Office and Appointments
Draft Vacancy on Council and Appointment City Council Policy

RESOLUTION NO. 26-XXX

Resolution Authorizing A City Council Policy Regarding Vacancy In Elective Office And Appointments

FINDINGS

WHEREAS, the City of Pacific Grove is a charter city organized under the constitution of the State of California; and

WHEEAS, 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."; and

WHEREAS, the process for the City Council to deliberate on applications and select an applicant to fill a vacant seat has not been previously defined; and

WHEREAS, to establish a clear and structured process for City Council appointments when vacancies arise and to guide future vacancy decisions, the City Council desires to adopt a City Council Policy regarding Vacancy in Elective Office and Appointment.

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 are true and correct, and by this reference incorporates them as an integral part of this Resolution.

2. The Council adopts the attached City Council Policy regarding Vacancy in Elective Office and Appointment.

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

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 6th day of May 2026 by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

_____
NICK SMITH, Mayor

ATTEST:
DATED:_____

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
ALEX LORCA, City Attorney

City of Pacific Grove, California
City Council Policy

Policy Governing	Policy No.	Effective Date	Page
Vacancy in Elective Office and Appointment	000-XX	May ___, 2026	1 of 2

PURPOSE

This policy establishes a clear, fair, and efficient process to fill a vacancy on the City Council by appointment pursuant to City Charter Article 12, which states in part, "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."

This policy is designed to foster transparency, inclusivity, and equitable opportunity for all eligible candidates.

ELIGIBILITY

Any individual meeting the established eligibility criteria for Council may be nominated pursuant to City Charter Article 7, which states, "No person shall be eligible to hold, by election or appointment, any elective office of the City unless he/she shall have been a resident and elector of the City for at least thirty (30) days before the date of his or her election or appointment.:"

Vacancies in a City Council seat that was elected in an at-large election shall be filled from the City at-large. Vacancies in a City Council seat that was elected in a by-district election shall be filled by an applicant residing in that district.

POLICY & PROCEDURE

When a vacancy is determined, City Staff will prepare an Agenda Report that will identify a future date and time that the City Council will deliberate and select an applicant to fill a vacant seat. The Agenda Report will also provide other applicable instructions for persons interested in applying for appointment for the vacancy. The Agenda Report will specify whether the appointment is at-large or district-based.

Application

The City Clerk will post an Application on the City Council's webpage and make it available to applicants upon request. Applicants eligible for appointment must complete the Application and provide it to the City Clerk by the date and time determined by the Council.

Applications will be posted on the City Council's webpage for public review. Applications will be redacted as appropriate, and also be included with the Agenda Report, which will be posted in compliance with state law before the meeting at which the appointment is to be made.

Appointment Day

Nomination Process

- All stages of the nomination process must be conducted without bias or undue influence and any disputes or challenges shall be addressed promptly according to established procedures.
- Each applicant will have up to five minutes to present a statement to the Council describing their interest in the position and their qualifications.
- The Mayor will seek public comment.
- If there are 4 or more applications received, the following steps will be taken to narrow the nominees before voting. (If there are 3 or less applications received, the process will proceed directly pursuant to the Voting section below.)
- The Mayor will request from each Councilmember their top two nominations, and will state them on the record.
- Nominations do not require a second.
- Each nominee must be clearly stated and recorded by the presiding officer or City Clerk.
- When the entire Council has announced their top two nominations, the nomination period will be formally closed.

Voting

- All stages of the voting process must be conducted without bias or undue influence and any disputes or challenges shall be addressed promptly according to established procedures.
- Following Council announcements of their top two candidates (if necessary), a fair and impartial vote shall be conducted as to each nominee as follows:
    - The process of voting will begin with a City Council member making a motion for a nominee. If a second is received on the motion a roll call vote will be taken. This process is repeated until a nominee receives 4 affirmative votes.
    - Voting will be accomplished by roll call.
    - If no nominee receives four affirmative votes, the Mayor shall make the appointment.

Oath of Office

Following the appointment, the City Clerk will administer the Oath of Office to the newly appointed Council Member who will join the Council on the dais.

Recordkeeping

A record of nominations, accepted candidates, and final voting results shall be maintained for official documentation and transparency.

MAYORAL VACANCY

In the event a vacancy occurs in the office of the Mayor, the remaining Council Members shall appoint, by four affirmative votes, one of their number to serve as Mayor for the remaining term of the vacated office of Mayor. If the Council does not fill the Mayoral vacancy within thirty (30) days, its appointment power shall lapse and the Mayor Pro Tempore shall assume the office of Mayor. In

either event, a vacancy shall then exist as to the Council seat vacated by the new Mayor, which shall be filled in accord with the provisions of Article 12 of the Charter.

Adopted _____, (Resolution No. 26-XXX)

CITY OF PACIFIC GROVE

300 Forest Avenue, Pacific Grove, California 93950

AGENDA REPORT

TO:	Honorable Mayor and Members of the City Council
FROM:	George Fuerst, Environmental Program Manager
MEETING DATE:	May 06, 2026
SUBJECT:	Receive Presentation and Consider Approving ReGen Monterey's Technical Advisory Committee's Subgroup Recommendation on the 2030 Collection Franchise Planning Process.
CEQA:	Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Adopt a Resolution initiating a Competitive Request for Proposal Process for future Solid Waste, Recycling, and Organic Collection Services; and Adopt related Process Integrity Policy.

DISCUSSION

Seven participating agencies including the Cities of Carmel-by-the-Sea, Pacific Grove, Del Rey Oaks, Marina, Seaside, Sand City, and the Pebble Beach Community Services District (member agencies) each hold exclusive franchise agreements with incumbent hauler GreenWaste Recovery for solid waste, recycling, and organic collection services that are set to expire in June of 2030.

Staff from each of the member agencies have cooperatively participated and served on the Franchise Agreement Technical Advisory Committee (TAC), a subgroup formed for the purpose of evaluating and implementing a regional approach for continuing collections services beyond 2030. In early 2025 the TAC subgroup, aided by staff from ReGen Monterey, engaged HF&H Consultants, LLC (HF&H) to assist member agencies in franchise agreement planning and stakeholder engagement activities necessary to evaluate the merits of either awarding a contract extension to the incumbent hauler or pursue a competitive request for proposal process.

HF&H, with assistance from Probolsky Research, conducted a regional, statistically valid survey, engaging four hundred and fifty residential customers spread amongst all member agency jurisdictions. In summary, the results of the survey concluded that residents were very satisfied with the incumbent hauler, reporting their service was dependable and noting GreenWaste Recovery has provided good customer service. However, affordability was rated as the top concern amongst all constituents including residential, commercial, and multi-family. Additional information on the process for stakeholder engagement, analysis, and results for all sectors, can be found in the attached ReGen Monterey staff report/presentation.

Besides quality of service and affordability, other key considerations that were assessed by the TAC subgroup included the current market place with numerous regional haulers expressing a strong interest

to serve the peninsula, existing infrastructure (truck yard owned by ReGen Monterey) allowing for low barrier of entry for incoming service provider, good governance, clear and transparent process, and an assurance in securing the best rates for constituents.

The TAC subgroup recommends initiating a competitive request for proposal process for future solid waste, recycling, and organic collection services, and strongly supports the adoption of the attached *Process Integrity Policy* to support a fair, transparent, and competitive procurement process.

OPTIONS

Alternatively, provide other direction related to this item.

FINANCIAL IMPACT:

There is no financial impact to initiate a competitive RFP for solid waste, recycling, and organics collection services. ReGen is temporarily incurring costs from the consultants supporting the Member Agency procurement process, estimated at $534,620 in total, which will be reimbursed to ReGen by the seven participating Member Agencies through the recently approved Memorandum of Understanding (MOU). While the Member Agencies will be responsible for their share of the costs, please note that local government procurement costs are typically reimbursed to Member Agencies by the selected franchise service provider.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

ReGen Board of Directors Report

Probolsky Research Survey Results

Process Integrity Policy

Presentation

Resolution Waste Hauler Franchise RFP

PRESENTATION

Meeting Date: April 17, 2026

To: Board of Directors
From: Zoe Shoats, Director of Communications
Approved by: Felipe Melchor, General Manager

Subject: Receive a presentation and endorse the Staff recommendation to Member Agency elected bodies on the 2030 collection franchise planning process

RECOMMENDATION

That the Board of Directors (Board) receive and forward the Technical Advisory Committee's (TAC) Franchise Agreement Subgroup (Subgroup) recommendation to participating Member Agency elected bodies and consider supporting the Subgroup's recommendation to initiate a competitive Request for Proposal (RFP) process for solid waste, recycling, and organics collection services, allowing GreenWaste Recovery, LLC (GreenWaste) and other service providers to compete for the new franchise and approve the Process Integrity Policy included in Attachment F.

BACKGROUND

Seven participating agencies, including the Cities of City of Carmel-by-the-Sea, Del Rey Oaks, Marina, Pacific Grove, Sand City, Seaside, and Pebble Beach Community Services District (Member Agencies) of ReGen Monterey's (ReGen) nine member agencies, hold an exclusive franchise agreement with GreenWaste for solid waste, recycling, and organics collection services, expiring in 2030. As the agreements near expiration, the Member Agencies began to evaluate future service options and consider whether to issue a competitive RFP or negotiate a sole-source agreement with GreenWaste.

In early 2025, a TAC Subgroup was formed to prepare and plan. In August 2025, the ReGen Board approved a contract with HF&H Consultants, LLC (HF&H) to support the Subgroup and Member Agencies in this effort. Since that time, the Subgroup has been and will continue working on a range of activities to support collection franchise planning, including a public and stakeholder engagement process, RFP process support, negotiations, and solicitation, design, and drafting of a future franchise agreement. Since August 2025, HF&H has worked with ReGen's Communications staff (Staff) and the TAC's Subgroup to conduct phase one, public and stakeholder engagement.

DISCUSSION

Stakeholder Engagement Process

Community and stakeholder input provides important context for evaluating whether to pursue a competitive RFP or a sole-source negotiation for future solid waste, recycling, and organics collection services. Over the past several months, the TAC Subgroup, supported by HF&H, conducted a comprehensive engagement process across four key sectors: residential, multi-family, commercial, and industry. This included partnering with Probolsky Research to conduct a statistically valid survey of residential customers designed to assess current service satisfaction, identify community priorities, and gauge interest in additional services that are not currently provided. In addition to the survey, we hosted a number of virtual and in-person events that were intended to allow more nuanced conversations with specific customer types. This included hosting community meetings, direct outreach to multi-family property owners and building managers, discussions with leaders in the business community, and meetings with potential service providers.

In parallel with community engagement, several industry stakeholders were engaged to better understand market conditions and to identify opportunities and potential challenges associated with providing services in the region. Industry feedback consistently identified the seven Member Agencies' service area as an ideal market, citing operational efficiencies, established infrastructure, and long-term service viability. Multiple respondents expressed interest in proposing services, indicating that the region is well-positioned to attract competitive proposals should an RFP be issued.

Detailed information regarding the engagement methodology, outreach activities, and sector-specific results is provided in Attachments A through E. The discussion below summarizes key themes from the engagement process and highlights the primary factors considered by the TAC's Subgroup when recommending a competitive RFP process for future collection services.

Community Input

The TAC Subgroup reviewed results from the stakeholder engagement process and found, across engagement efforts, overall satisfaction with current service was generally high. However, affordability emerged as the highest-rated and most strongly expressed priority across sectors (99.1%), followed closely by service quality (98.9%), convenience (98.2%), and environmental impact (96.0%).

Survey results show that perceptions of cost are mixed, with only 47% of residents indicating their garbage and recycling bill is "just about right," while nearly 33% feel rates are too high and a significant share remain unsure, reflecting caution around affordability. When asked to evaluate community values, affordability ranked higher than any other factor, exceeding priorities such as environmental impact, convenience, and quality of service. This underscores the importance of rate impacts in residents' evaluation of future service decisions. Survey responses also indicate limited appetite for new or expanded programs that could increase costs, reinforcing a clear expectation that decision-makers will weigh this evaluation criterion heavily. Multi-family and commercial outreach echoed these findings, with property managers and business representatives identifying rates, cost control, and predictability as primary concerns alongside service reliability.

Collectively, feedback from residential, multi-family, and commercial stakeholders demonstrates strong alignment around the need to prioritize affordability and carefully evaluate any approach that could result in rate increases. This consistent emphasis on cost sensitivity establishes

affordability as a central consideration in determining the appropriate procurement path for future collection services.

Key Considerations

Good Governance:
A competitive RFP process provides the Member Agencies with a clear, transparent, and defensible path to securing a contractor that represents the best value for the community by allowing multiple qualified service providers to compete on price, service levels, reliability, environmental protection, and other relevant factors. This approach is widely regarded as the most transparent and publicly accountable method for awarding long-term franchise agreements, supporting public confidence in the decision-making process.

Affordability:
During the engagement process, GreenWaste shared an indicative range of potential future cost increases associated with continuing service under a sole-source approach. While it would be inappropriate to share the numerical values publicly, the amounts were greater than a typical inflationary amount and included some trade-offs for the Member Agencies and customers. At the level of rate adjustment suggested in this preliminary discussion, the TAC Subgroup expressed that competitive proposals would be important to better understand cost drivers, validate pricing, and ensure that future service decisions are informed by objective, market-based information.

Satisfaction with Service:
The TAC Subgroup notes that there is a very high level of satisfaction with the current service provider throughout the service area. This is a credit to GreenWaste and especially their front-line drivers and customer service employees who interact with customers on a daily basis. The high level of satisfaction was significant to the TAC Subgroup, and the members of the Subgroup expressed their desire for GreenWaste to participate in the competitive process for the next contracts. It was also noted that there was a high level of satisfaction with Waste Management (WM) in the contract prior to GreenWaste taking over in 2015 and that many of the drivers transitioned to GreenWaste from WM in 2015. The RFP would contain a provision requiring that any current employees displaced by a change in contractors would be offered positions at the new company. As a result, many of the front-line employees that are responsible for the high quality of service would likely continue to serve the Member Agencies as they do today.

Assignment Risk:
GreenWaste was acquired by a private investment fund during the term of the current agreements and there was a greater level of turnover in executive and management staff than was expected at the time of the initial acquisition. In addition, at the time of the acquisition, the acquiring company disclosed that it typically divests itself of assets like this in seven to 10 years. That same investment firm has recently divested itself of other solid waste assets in the United States. While GreenWaste has maintained a high level of satisfaction, the new executive and management team have a different perspective and approach than was conveyed when GreenWaste proposed to get the current contracts. An RFP process would allow the Member Agencies to consider changes to the contracts that would provide greater protection for the ratepayers and Member Agencies in the event of a future acquisition.

Infrastructure and Readiness

ReGen has made significant long-term investments over many years to create an operational environment that supports efficient, reliable service delivery for the Member Agencies it

represents. ReGen owns the collection Truck Yard and Maintenance Facility currently leased and used by the incumbent service provider, and has established on-site processing of recyclables and organics, as well as control over disposal through its landfill. Together, these assets create a turnkey operational setting that reduces barriers to entry and enables any qualified collection operator to efficiently serve the agencies in the future. In other markets, the private ownership of these assets creates significant incumbency advantages. In this case, the public ownership of the assets ensures cost-effectiveness and competitiveness.

RFP Timeline and Next Steps

To meet the schedule of the expiring franchise agreements in 2030, the Member Agencies would begin the RFP process in late 2026. While a typical RFP process lasts 12 to 18 months and includes drafting and finalizing an RFP, soliciting proposals, responding to prospective operators' questions, interviewing proposers, evaluating proposals, negotiating contract terms, and seeking final approval by Member Agencies' elected bodies, the multi-jurisdictional nature of this effort is expected to extend the overall timeline. The process will require ongoing coordination among Member Agencies, collaboration and updates with multiple elected bodies throughout key decision points, and subsequent jurisdiction-specific negotiations to tailor services and rate outcomes following a group decision. As a result, the RFP process is anticipated to extend through 2027, with the potential award of the new franchise in the first half of 2028, and the intent to maintain current services with the existing service provider through 2030, subject to the direction and outcome of the negotiations. This will allow approximately two years for the selected service provider to address any infrastructure needs, acquire vehicles, establish new programs or services, and conduct community outreach and engagement to ensure the public is aware of any changes.

Process Integrity Policy

To support a fair, transparent, and competitive procurement process, many public agencies adopt a Process Integrity Policy to guide interactions among participating agencies, proposers, advisors, and other stakeholders throughout the solicitation and evaluation phases. The policy is intended to ensure consistent treatment of all proposers, protect the integrity of the process, and maintain public confidence in the outcome. Key principles include clear communication protocols, defined roles and responsibilities, and safeguards to prevent conflicts of interest or the appearance of preferential treatment. The policy also protects the Member Agencies, their elected officials, and their staff from potential challenges to the process or public claims of impropriety.

The Process Integrity Policy establishes expectations for professionalism, confidentiality, and adherence to established procedures during the procurement process. Adoption of this policy provides a clear framework to support objective evaluation, informed decision-making, and compliance with applicable legal and ethical standards. The Process Integrity Policy is included as Attachment F, which has been reviewed by ReGen's legal counsel and is recommended that the Board forward this along to each Member Agency-elected body.

FINANCIAL IMPACT

There is no financial impact to initiate a competitive RFP for solid waste, recycling, and organics collection services. ReGen is temporarily incurring costs from the consultants supporting the Member Agency procurement process, estimated at $534,620 in total, which will be reimbursed to ReGen by the seven participating Member Agencies through the recently approved Memorandum of Understanding (MOU). While the Member Agencies will be responsible for their share of the costs, please note that local government procurement costs are typically reimbursed to Member Agencies by the selected franchise service provider.

CONCLUSION

Staff requests that the Board receive and forward the TAC Subgroup's recommendation to participating Member Agency elected bodies and consider supporting the Subgroup's recommendation to initiate a competitive RFP process for solid waste, recycling, and organics collection services, allowing GreenWaste and other service providers to compete for the new franchise and approve the Process Integrity Policy included in Attachment F.

ATTACHMENTS

A. Probolsky Research Survey Results
B. Residential Community Meetings
C. Multi-Family Engagement
D. Commercial Engagement
E. Industry Engagement
F. Process Integrity Policy

Attachment A: Probolsky Research Survey Results (see separate attachment)

Attachment B: Residential Community Meetings

METHODOLOGY

HF&H hosted three virtual community meetings to solicit feedback on current service satisfaction, identify community priorities, and gauge interest in additional services not currently provided for Member Agency residents. To support broad participation, HF&H developed bilingual (English/Spanish) outreach materials for distribution by ReGen and the Member Agencies. To accommodate varying schedules and convenience, HF&H hosted the virtual meetings at two different times across three separate days:

- Tuesday, February 24, 2026 from 5:30 p.m. to 6:30 p.m.
- Wednesday, February 25, 2026 from 12:00 p.m. to 1:00 p.m.
- Thursday, February 26, 2026 from 5:30 p.m. to 6:30 p.m.

To support Spanish-speaking residents, Spanish-language interpretation was provided during the February 26 meeting. Each meeting included a brief overview of the agenda, purpose, and background information before moving into an anonymous poll. This poll was followed by an open discussion period where participants could share what is working well—or not—with current solid waste, recycling, and organics collection service programs, identify which services matter most to residents moving forward, and indicate how they would prioritize value for these services.

RESULTS AND ANALYSIS

Seventeen residents participated across all three meetings and, of those, 13 submitted answers to the anonymous poll.

Residents indicated generally high satisfaction levels with their current collection services during the community meetings and in their poll responses, with 69% of participants satisfied with GreenWaste's collection services and 69% satisfied with the helpfulness and professionalism of its customer service team. However, residents also expressed interest in targeted improvements. Although 67% reported receiving educational materials, 62.5% of those recipients found the information could have been clearer, and 25% of residents who provided additional input requested more education and outreach on available programs. Additionally, 17% expressed interest in greater service customization, such as the ability to choose cart sizes or types. During open discussion, several residents also expressed sensitivity to rate increases, noting concerns that recent rate increases were not always accompanied by perceived service improvements and emphasizing the importance of avoiding large, across-the-board increases that could disproportionately affect community members. These results indicate that, while GreenWaste is largely meeting community needs, opportunities remain to enhance education, service customization, and overall customer experience.

Attachment C: Multi-Family Engagement

METHODOLOGY

To support multi-family dwelling (MFD) engagement, a comprehensive information list of all MFDs was requested from GreenWaste, including their addresses and contact information, within the Member Agency service area. Priority MFDs were identified by Member Agency staff to support targeted outreach, while ensuring appropriate representation across participating Member Agencies.

A standardized set of questions was developed for property managers to assess satisfaction with current collection services, identify priorities for a future collection agreement, evaluate outreach effectiveness, and gauge awareness of the bulky item collection program. Outreach was conducted with the objective of engaging at least one property manager within each participating Member Agency. Where available, property managers were surveyed by phone; when unavailable, follow-up outreach was conducted through voicemail, email, or in-person visits, as appropriate.

RESULTS AND ANALYSIS

Forty-six MFDs were engaged and, of those, seven provided responses to the developed questions.

Approximately 85% of the MFDs surveyed are satisfied with GreenWaste's services. GreenWaste had performed outreach at approximately 66% of the surveyed MFDs, but none of them knew about the bulky program. The property managers were interested in a bulky program to collect large items when residents move out. Overall, many MFDs expressed that GreenWaste has reliable and consistent collection services with responsive customer service. However, property managers identified several service-related concerns, including challenges with container lid closure, service conditions classified as "difficult to service," occasional missed pickups, and damaged containers. Issues that could be readily addressed were generally resolved by customer service in a timely manner. Looking ahead, MFD property managers identified quality of service, customer service responsiveness, and low rates as their highest priorities for a future collection agreement.

Attachment D: Commercial Engagement

METHODOLOGY

To support commercial sector engagement, the TAC Subgroup sought to engage business and sustainability associations within the Member Agency service area to gather insight into current and future collection services. A comprehensive list of commercial businesses, including addresses and contact information was compiled. Priority commercial businesses were identified through coordination with GreenWaste and participating Member Agencies to support targeted outreach and ensure appropriate representation across jurisdictions. The outreach list was refined based on these prioritizations and agency representation.

A standardized set of questions was developed for business owners and managers to assess satisfaction with current collection services, identify key priorities for a future collection agreement, evaluate the cost and value of existing services, and assess the effectiveness of outreach efforts. Outreach was conducted with the objective of engaging at least one commercial business within each participating Member Agency. Where available, interviews were conducted by phone. When a business owner or manager was unavailable, follow-up outreach was conducted through voicemail messages or email correspondence, as appropriate.

RESULTS AND ANALYSIS

Thirty-four commercial businesses were engaged and, of those, 15 provided responses to the developed questions.

Approximately 60% of the commercial businesses surveyed are satisfied with GreenWaste's services, but only 40% of them thought GreenWaste's rates are reasonable. GreenWaste had performed outreach at approximately 58% of the commercial businesses surveyed. Overall, many businesses expressed that GreenWaste has reliable and consistent recycling and solid waste services with responsive customer service. However, many businesses also expressed frustration regarding GreenWaste's immediate increases in price after they took over for WM in 2015, coupled with GreenWaste's additional charges for non-curbside service, pushing and/or pulling containers, opening gates, and extra organics carts. In Pacific Grove, downtown businesses are unhappy with GreenWaste's charges for bundles of cardboard and lack of assistance to help maximize space for extra containers. For a future collection agreement, most commercial businesses selected quality of service and low rates as their top priorities. They also expressed interest in additional services such as free cardboard pickup, container cleaning services, and everyday collection.

Attachment E: Industry Engagement

METHODOLOGY

To better understand industry capacity, market interest, and potential considerations associated with future collection services, the TAC Subgroup, with support from HF&H, conducted targeted outreach to private solid waste collection service providers active in California and similar regional markets. A list of firms that had either previously expressed interest in providing collection services within the Member Agency service area or were identified by the Subgroup as relevant potential proposers based on market presence and experience.

Each identified service provider was invited to participate in a formal in-person presentation to the TAC Subgroup. Presentations were structured to allow approximately 20 minutes for each company to present its qualifications, business model, and perspective on operating within the Member Agency service area, followed by a 30-minute question-and-answer session with Subgroup members. This format was intended to support a consistent, transparent exchange of information and allow for direct dialogue regarding operational considerations, infrastructure readiness, and potential partnership models.

Five service providers participated in the industry engagement presentations:

- Mid Valley Disposal
- Recology
- Republic Services
- Waste Connections
- Waste Management

In addition, GreenWaste was invited to present to the Subgroup to provide perspective on its experience serving the region and its interest in future service arrangements.

RESULTS AND ANALYSIS

Across all presentations, industry participants expressed interest in future partnerships within the Member Agency service area. Multiple presenters characterized the region as an attractive and operationally viable market due to its service density, established customer base, and publicly owned infrastructure. All service providers noted that ReGen's ownership of key facilities—including collection yards and processing and disposal infrastructure—creates a turnkey operational environment that reduces barriers to entry and enhances market competitiveness.

GreenWaste Recovery expressed enthusiasm for continuing to provide service to the community and indicated openness to negotiating a future agreement under a sole-source approach. During preliminary discussions, GreenWaste shared an estimated range of potential future rate impacts associated with continuing service under a non-competitive negotiation. GreenWaste also noted that changes in ownership or a future asset sale or acquisition are inherent risks in the solid waste industry, particularly given broader market consolidation trends.

Attachment F: Process Integrity Policy (see separate attachment)

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Monterey Peninsula
Franchise Collection Service Provider Survey
Results Presentation

February 2026

PROBOLSKY RESEARCH

Opinion Research on Elections and Public Policy

Monterey Peninsula – Franchise Collection Service Provider Survey

Survey Methodology*

	Survey Details
Mode	Phone (inbound and outbound) Online (mail, email, and text to web)
Language	English and Spanish
Length	10 minutes
Target Respondents	Monterey Peninsula communities
Survey Fielding	February 6 – 23, 2026
Margin of Error	+/-4.7%
Survey Participants	450

Sample

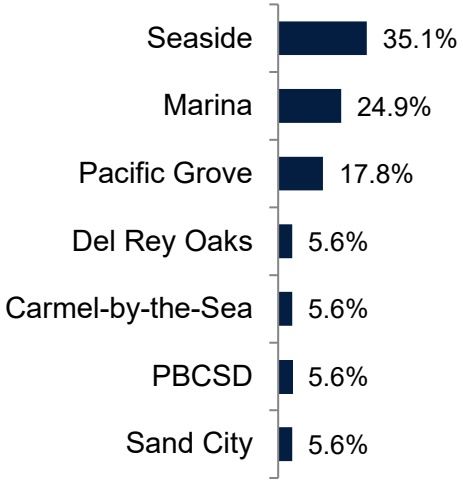
The sample was developed from the consumer data. We mailed, called, emailed, and texted residents. We matched the demographics of ReGen Monterey service area residents.

Data Collection Explained

Interviews were conducted with live interviewers by phone (4%) and online survey methods (96%). Phone participants were interviewed through outbound (68%) and inbound (32%) calls. Online participants were invited by mail (57%), email (31%), and text message (12%) to access the survey by computer, tablet, or smart phone.

Respondents in all modes chose their preferred language, English (99%) and Spanish (1%).

Security measures precluded individuals from completing the survey more than once.



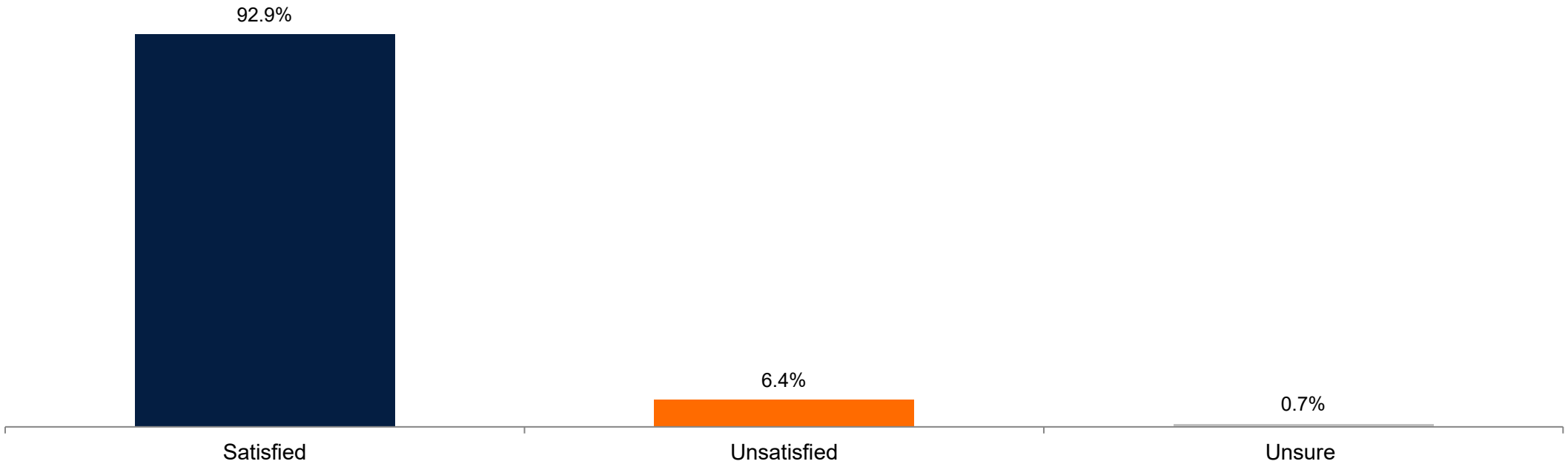
The distribution reflects the geographic composition of respondents within the Monterey Peninsula service area. To ensure adequate representation, a minimum of 25 responses were collected in each jurisdiction, with Del Rey Oaks, Carmel-by-the-Sea, Pebble Beach Community Services District, and Sand City intentionally oversampled..

Probolsky Research is a Latina- and woman-owned market and opinion research firm with corporate, election, government, and non-profit clients.

*Due to rounding, totals shown on charts may not add up to 100%

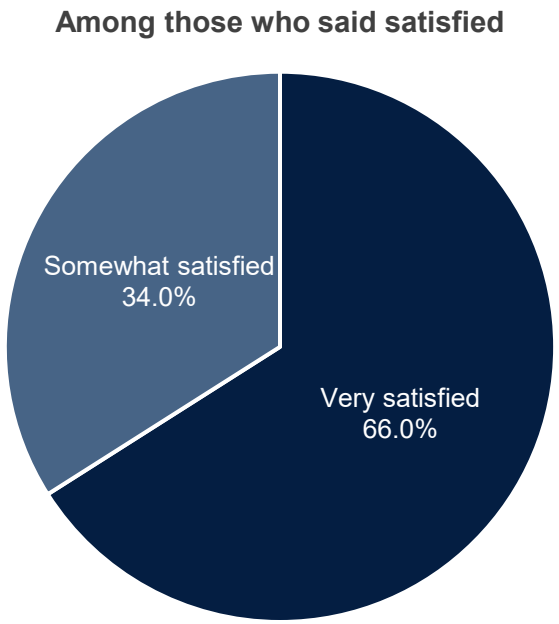
93% are satisfied with the services provided by GreenWaste Recovery

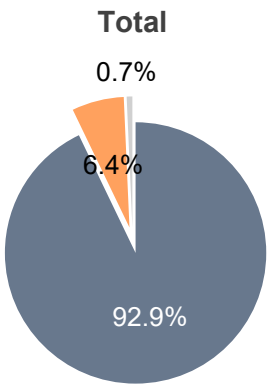
Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?

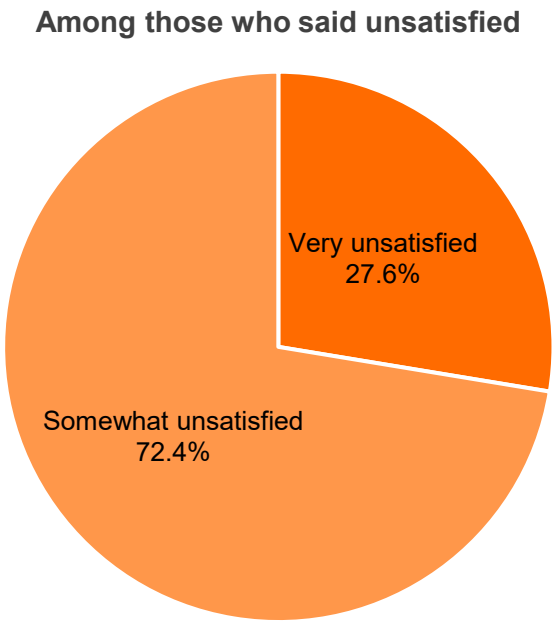


Among those satisfied, 66% are very satisfied

Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?

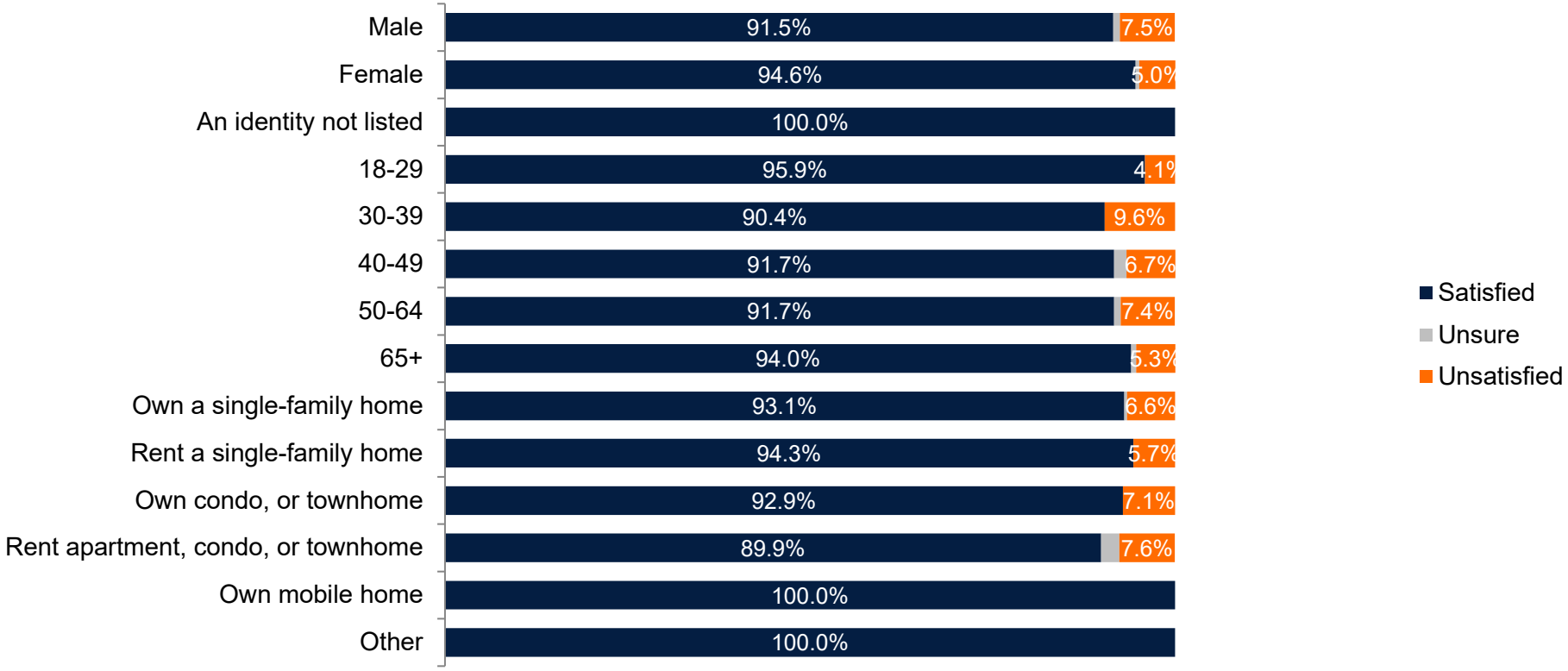






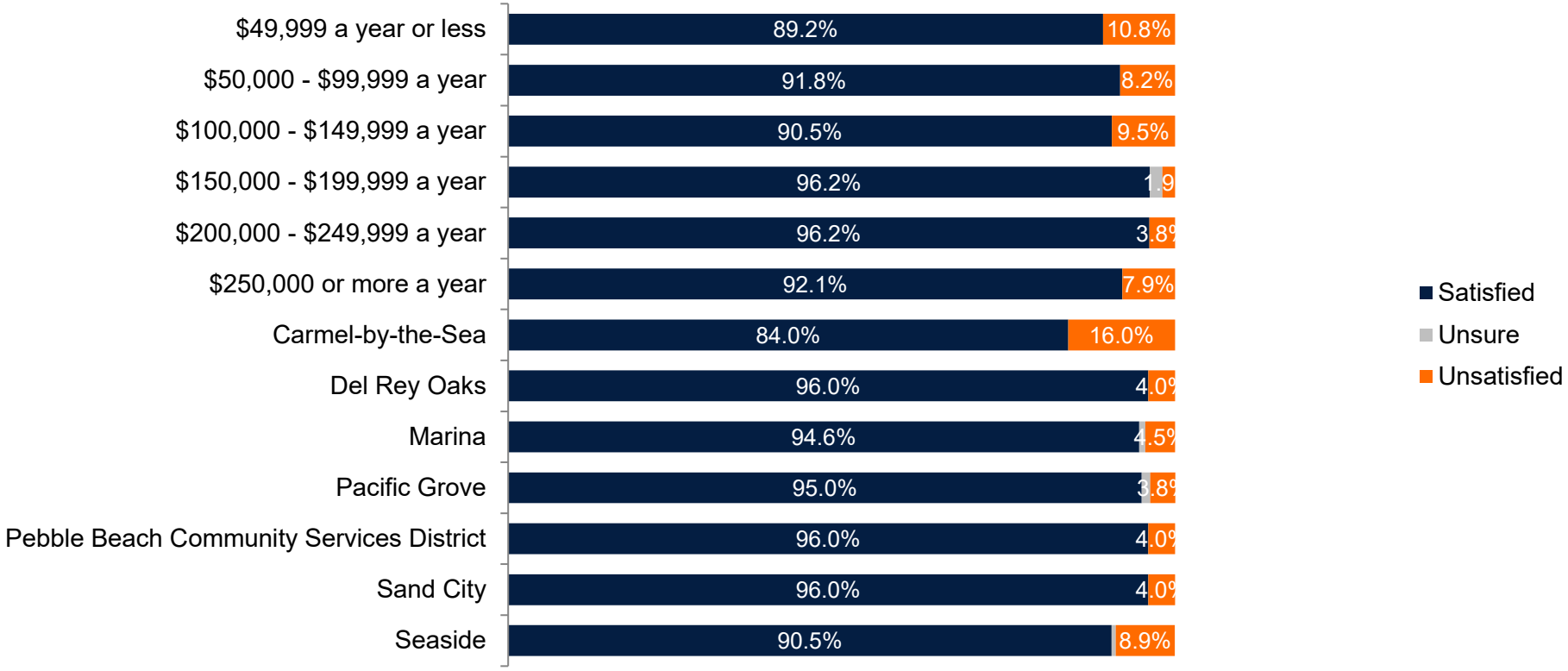
Results by gender, age group, and home type

Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?



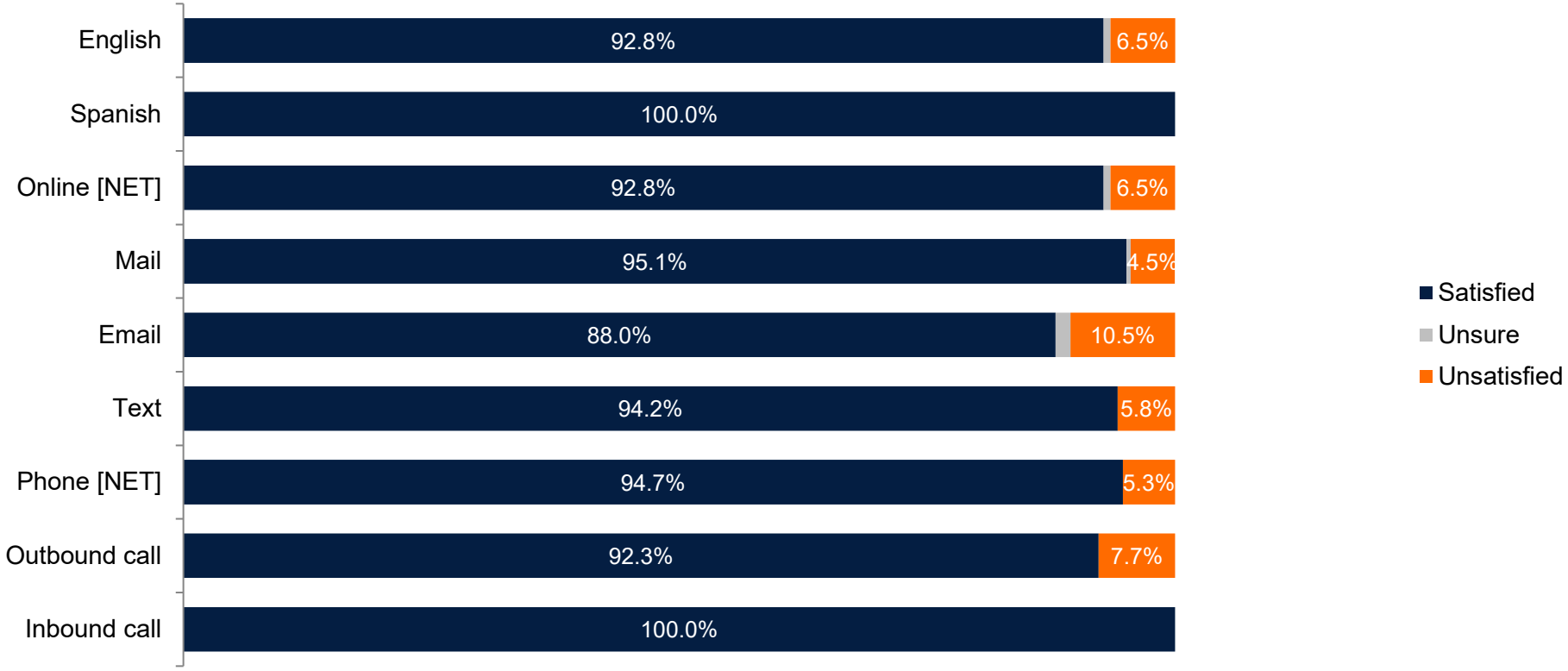
Results by household income and Jurisdiction

Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?



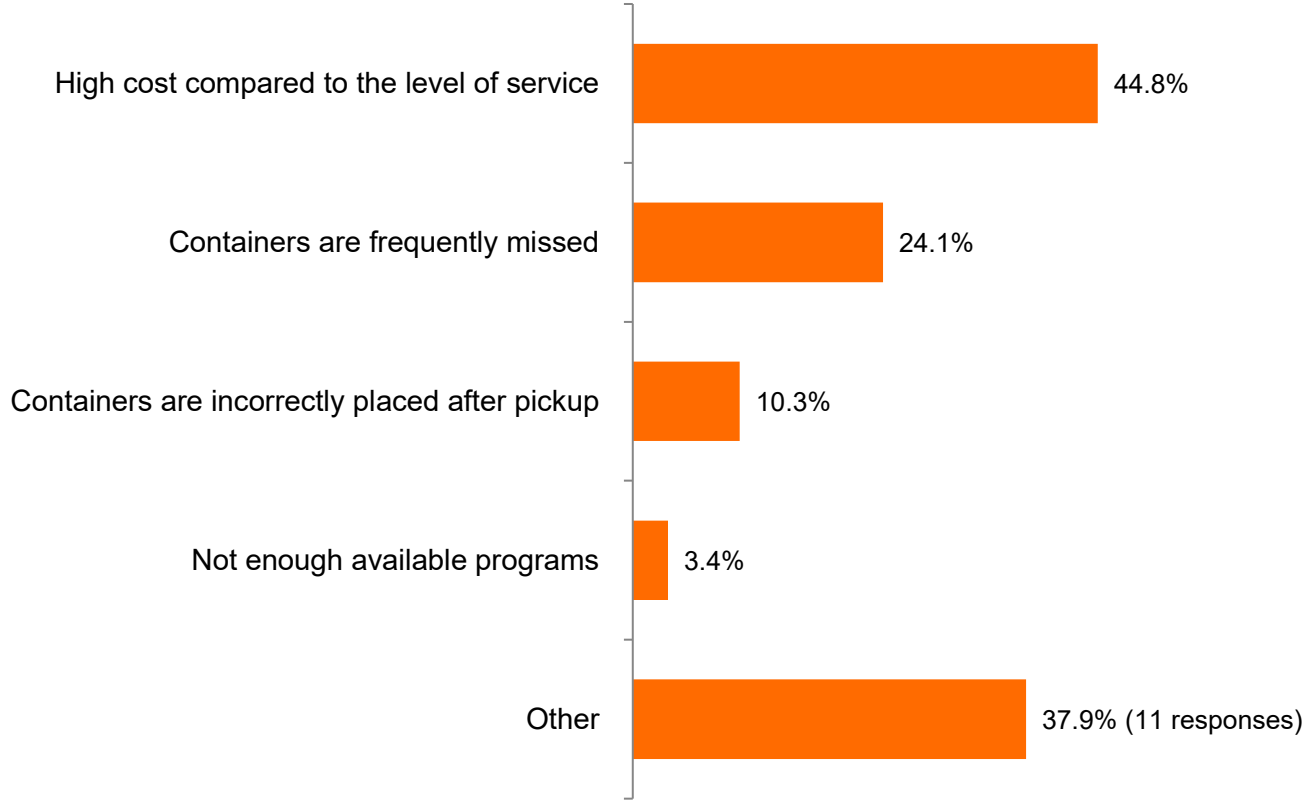
Results by survey language and survey mode

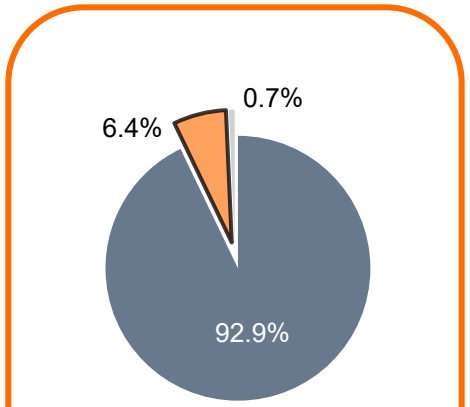
Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?



Among the 29 who are unsatisfied, high cost compared to the level of service is the main reason

Question 4: Why aren't you satisfied with the services provided by GreenWaste Recovery? Select all that apply.
[IF ANSWERED UNSATISFIED TO Q3]





Question asked of respondents unsatisfied with GreenWaste Recovery, representing 6% of the total sample or **29 individuals**.

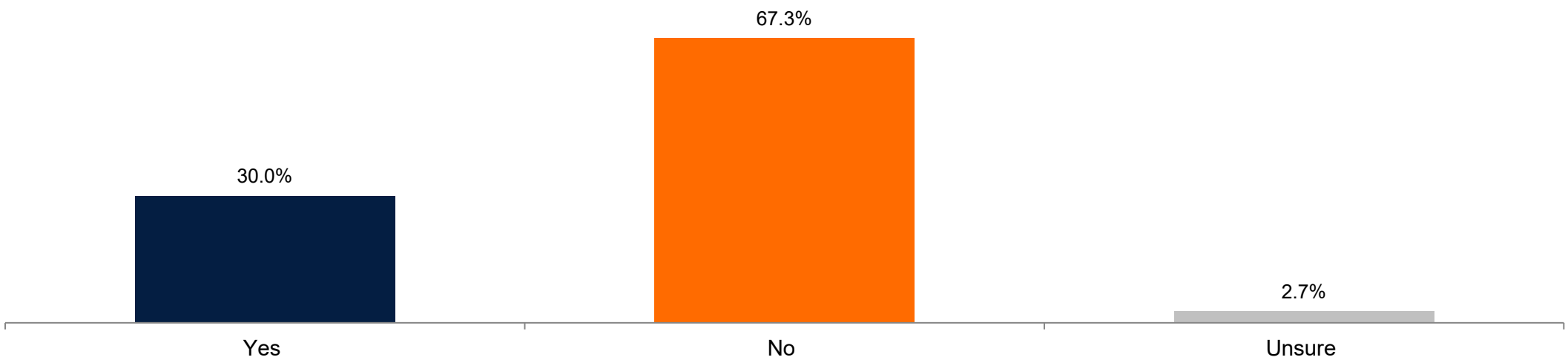
Verbatim responses for other

Question 4: Why aren't you satisfied with the services provided by GreenWaste Recovery? Select all that apply.
[IF ANSWERED UNSATISFIED TO Q3 (11 responses)]

Other
Do not like compost in yard waste
They don't collect everything. I have to bring batteries to Home Depot. They wouldn't take my small Christmas tree. I had to pay someone to haul it away. The green waste bin is always full and is very toxic from food waste. I was told compostables are not compostable and you can't put food waste in compostable bags. There is mold growing in the bin
Containers are often not fully emptied
Would like to separate food waste, but like so many residences in PG, we don't have yards or enough yard waste to mix with food. Seems unsanitary to place in container for a week
Not letting us use compostable bags for indoor compost collection!
Green container would not allow any bags, compostable or otherwise.
There are not enough recycle bins at our apartment complex. Previous to living here we rented a duplex in Seaside. Although there was the occasional issue, whenever we contacted Greenwaste they were helpful and kind. Overall I like greenwaste, so not sure if the issue I have is with my landlord or greenwaste
No containers for batteries and motor oil
Do not like putting organic waste from kitchen in yard waste, make bin stink and creates a fly problem
ive had to call them to pick my garbage up when the other neighbors garbage have been picked up, they also make amess when picking up garbage from our street
t's because of the pick up schedule, they only collect after 5:30 PM.

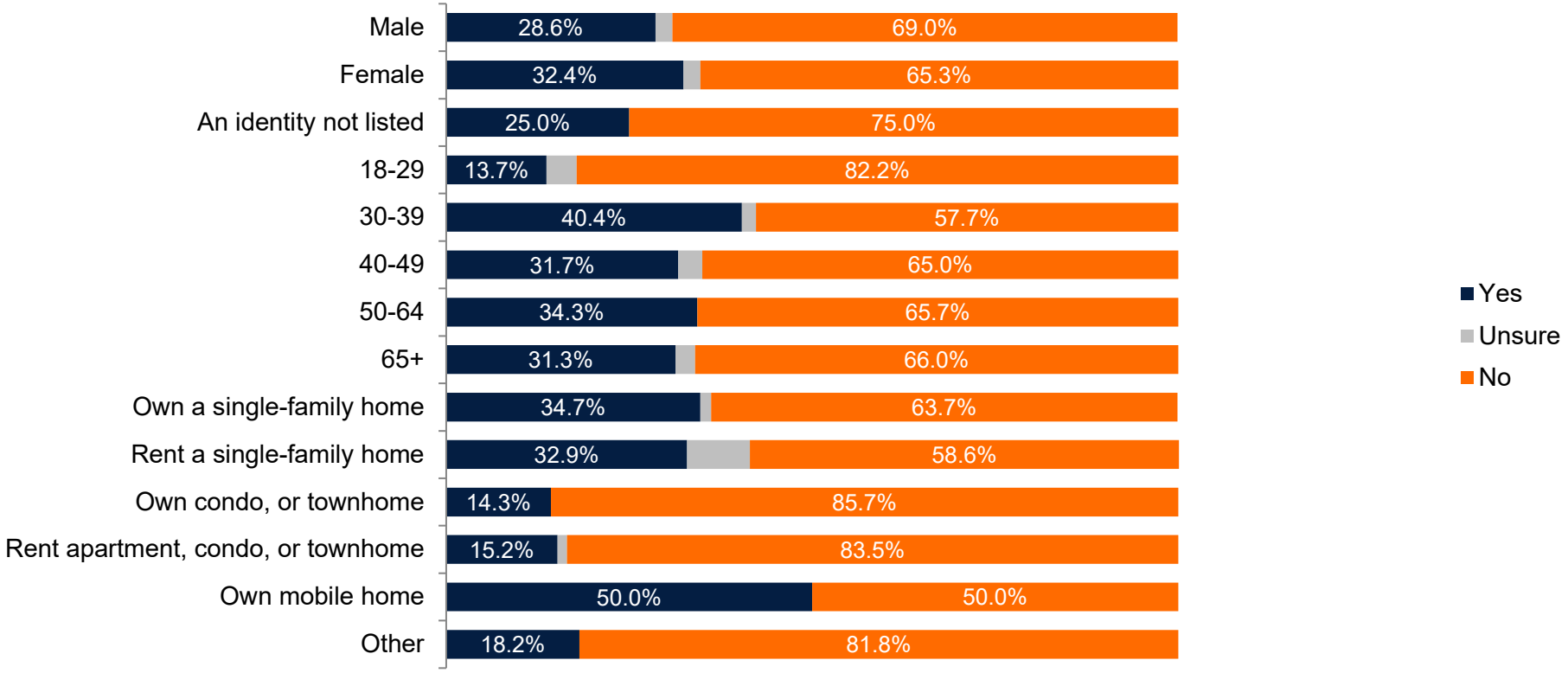
67% have not contacted GreenWaste Recovery within the past 12 months

Question 5: Have you contacted GreenWaste Recovery customer service in the past 12 months?



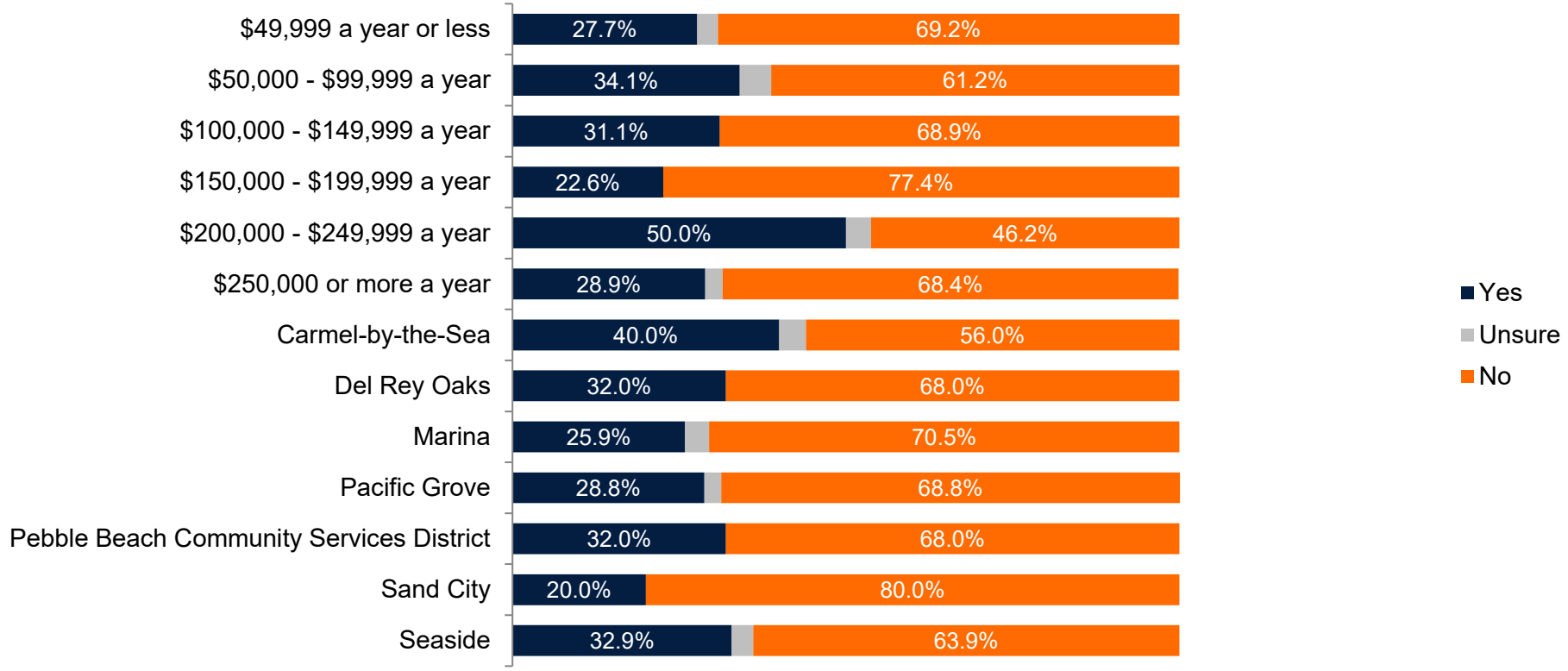
Results by gender, age group, and home type

Question 5: Have you contacted GreenWaste Recovery customer service in the past 12 months?



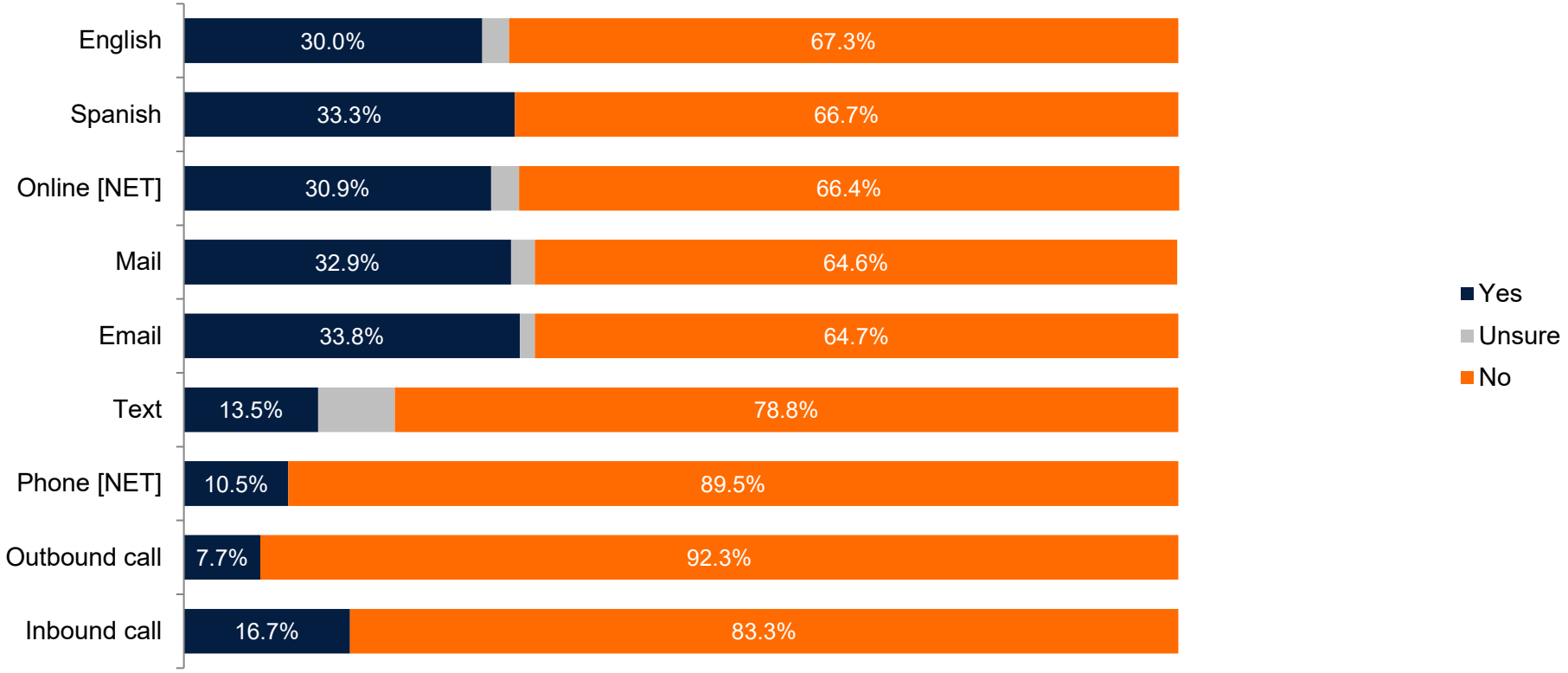
Results by household income and Jurisdiction

Question 5: Have you contacted GreenWaste Recovery customer service in the past 12 months?



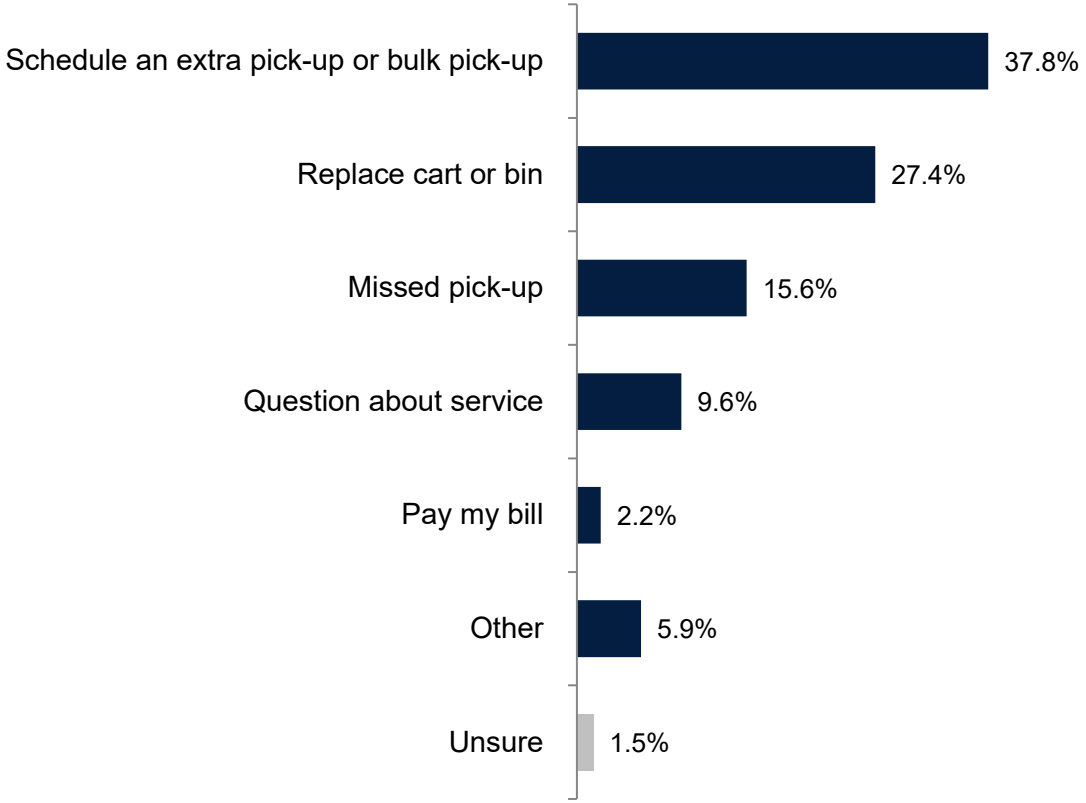
Results by survey language and survey mode

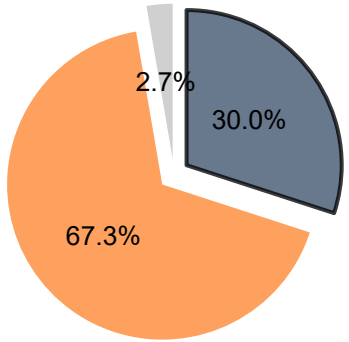
Question 5: Have you contacted GreenWaste Recovery customer service in the past 12 months?



Extra pick-ups and cart replacements are the top reasons residents contact GreenWaste

Question 6: What was the reason for your last call to GreenWaste Recovery customer service?
[IF ANSWERED YES TO Q5]

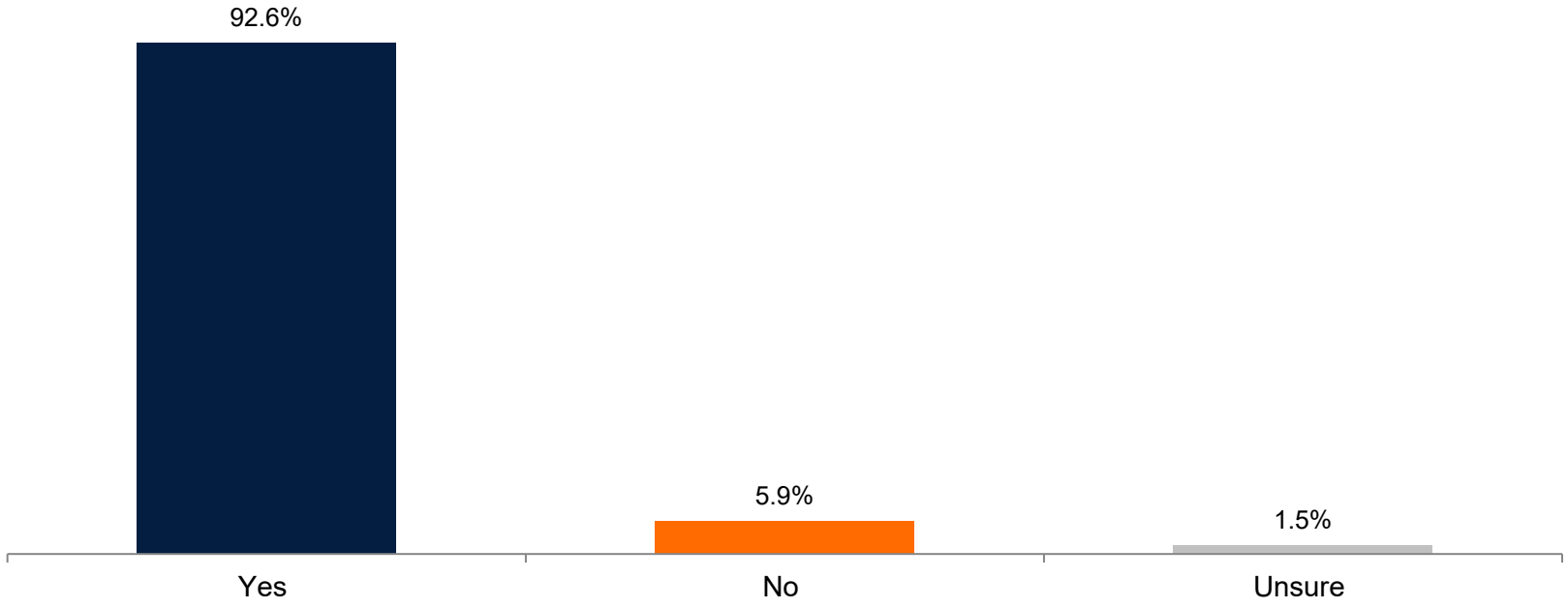


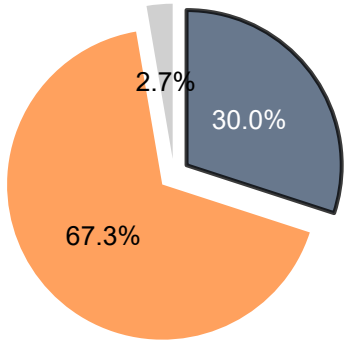


Question asked of respondents who have contacted GreenWaste Recovery in the last 12 months, representing 30% of the total sample or **135 individuals**.

93% report their issue was resolved during their first contact with GreenWaste

Question 7: Was your concern resolved with the first call or contact to GreenWaste Recovery customer service?
[IF ANSWERED YES TO Q5]

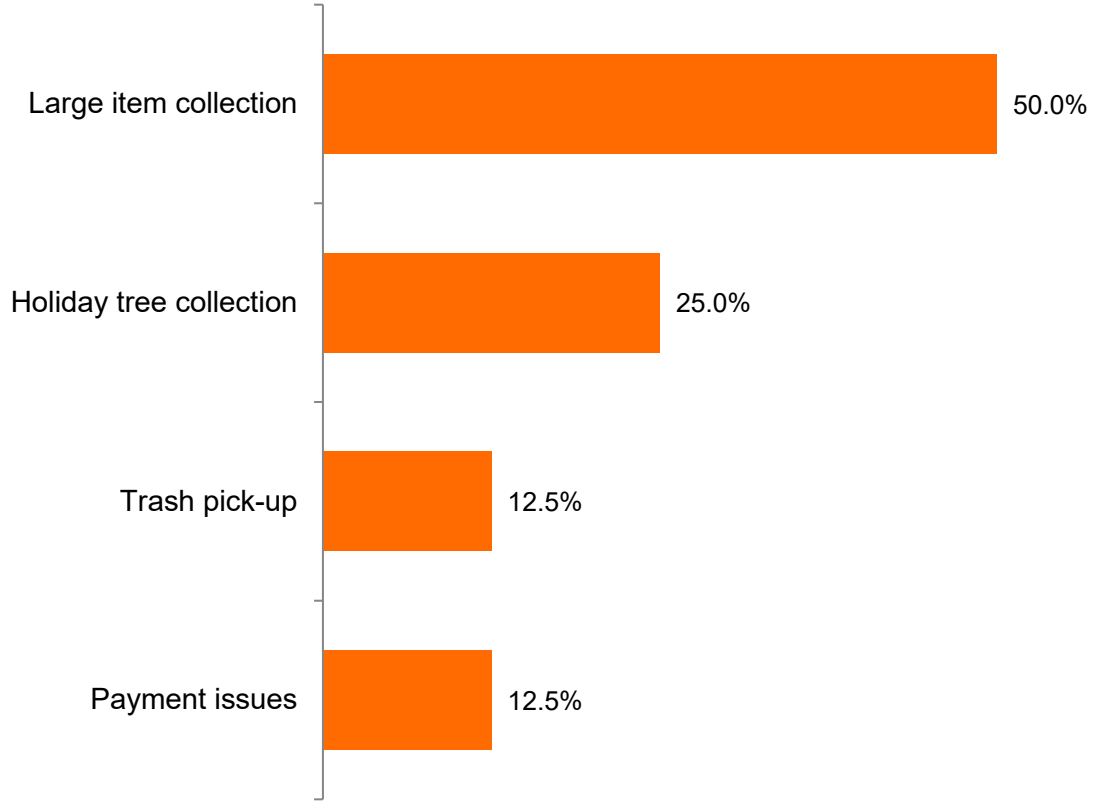


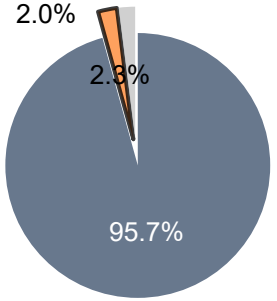


Question asked of respondents who have contacted GreenWaste Recovery in the last 12 months, representing 30% of the total sample or **135 individuals**.

Among unresolved cases (8), large item collection is the most frequently mentioned issue

Question 8: What was not resolved in your first call or contact with GreenWaste Recovery?
[IF ANSWERED NO TO Q7]
[OPEN-ENDED QUESTION]

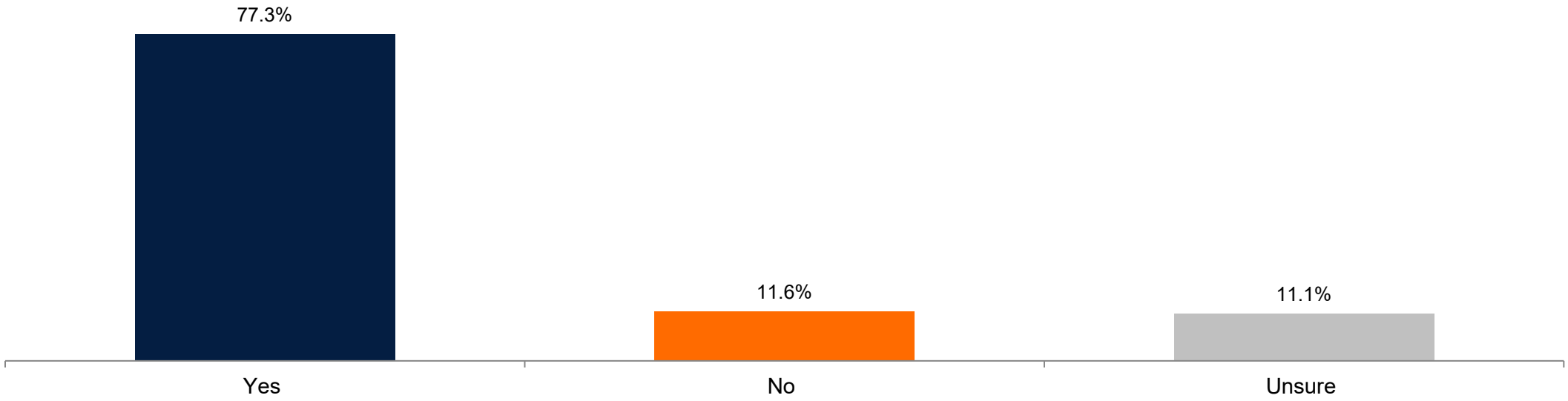




Question asked of respondents who didn't have their issue resolved in the first call, representing 2% of the total sample or **8 individuals**.

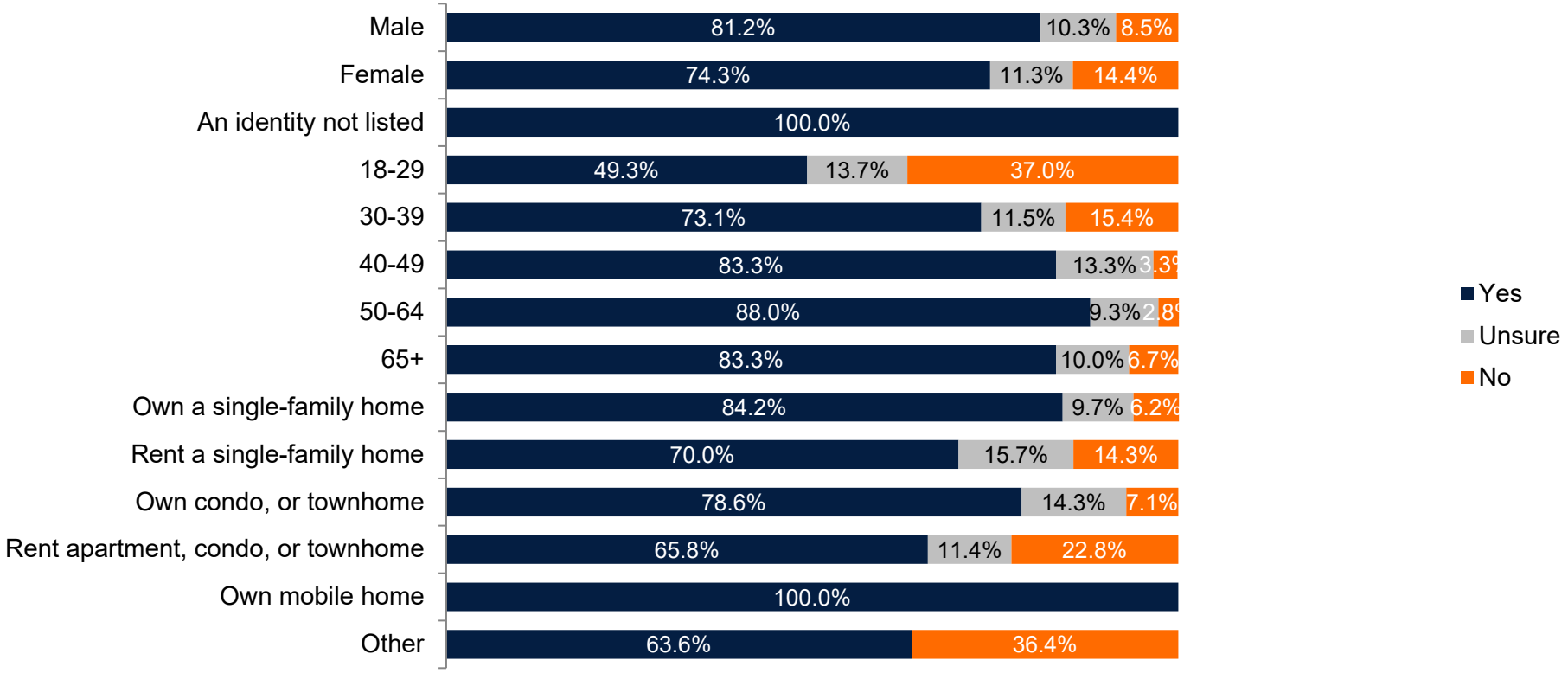
77% remember receiving information or educational material from GreenWaste

Question 9: Have you received any information or educational material about garbage, recycling, or organics from GreenWaste Recovery?



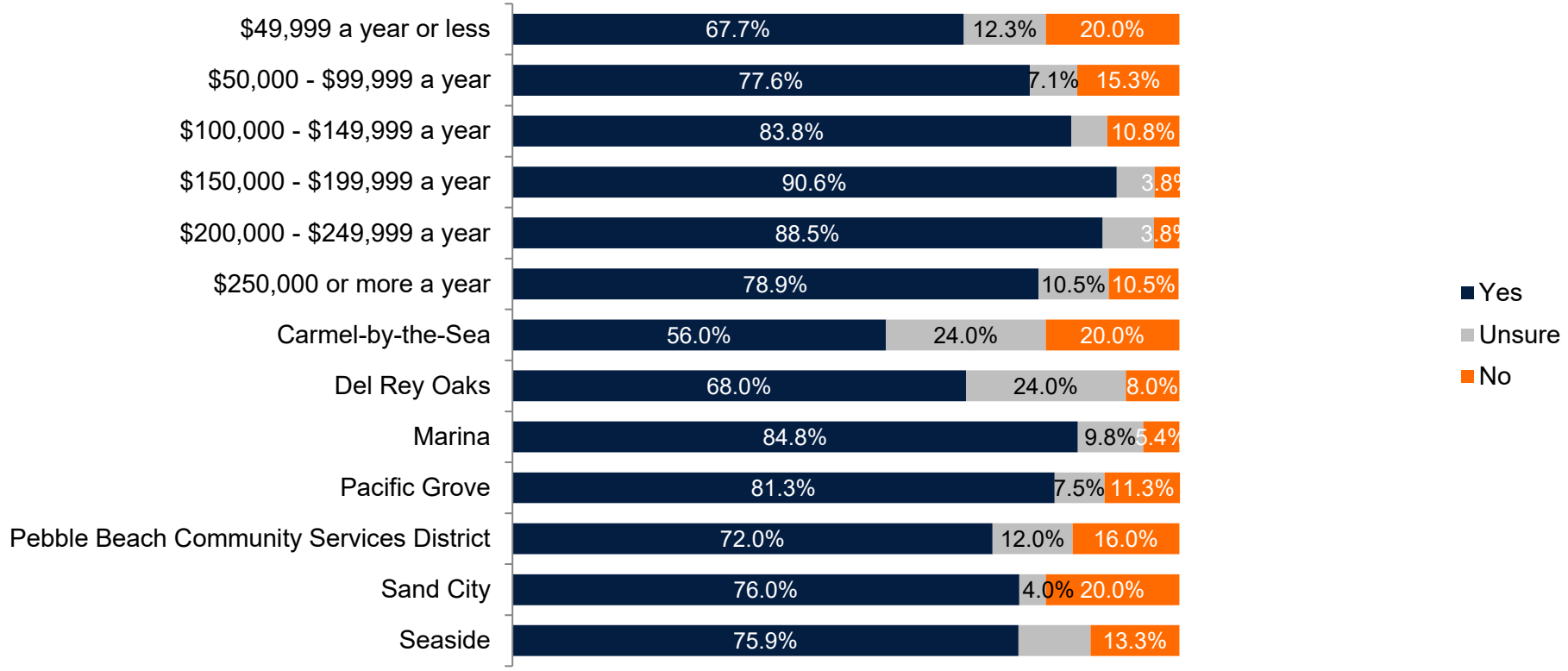
Results by gender, age group, and home type

Question 9: Have you received any information or educational material about garbage, recycling, or organics from GreenWaste Recovery?



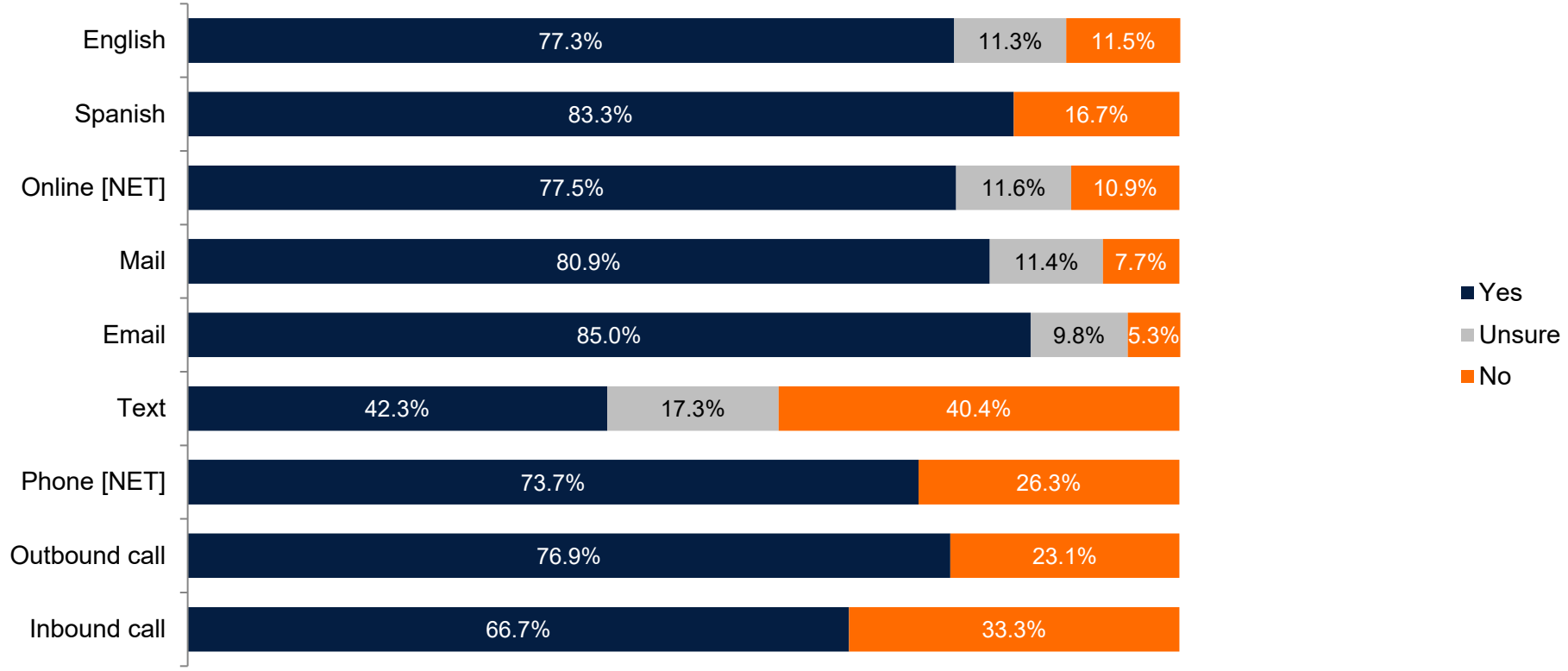
Results by household income and Jurisdiction

Question 9: Have you received any information or educational material about garbage, recycling, or organics from GreenWaste Recovery?



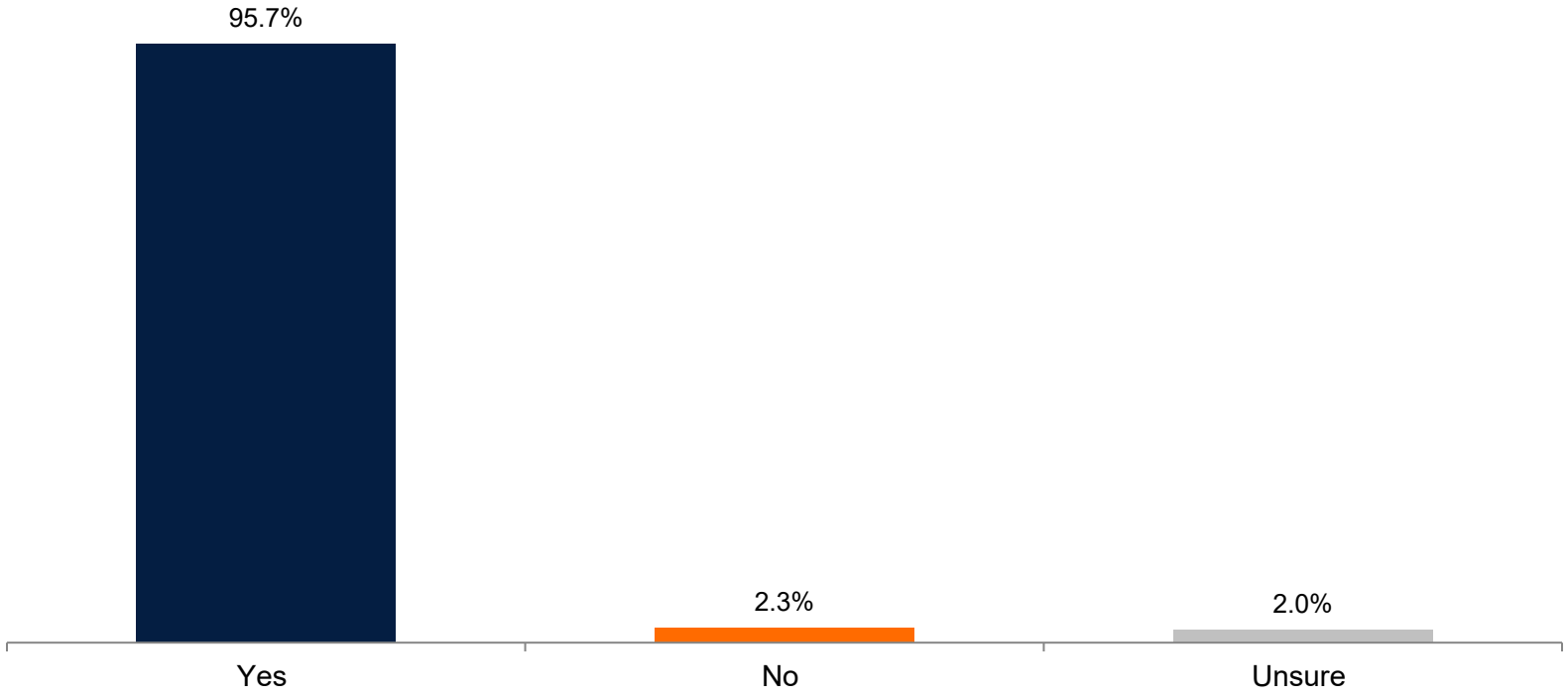
Results by survey language and survey mode

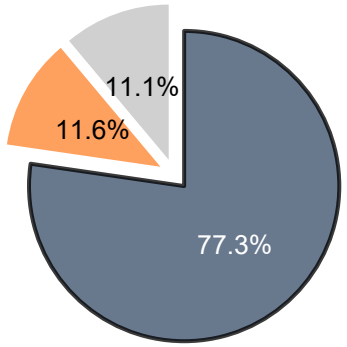
Question 9: Have you received any information or educational material about garbage, recycling, or organics from GreenWaste Recovery?



96% say the information was clear, educational, and easy to understand

Question 10: Was the information about garbage, recycling, or organics from GreenWaste Recovery clear, educational, and easy to understand? [IF ANSWERED YES TO Q9]

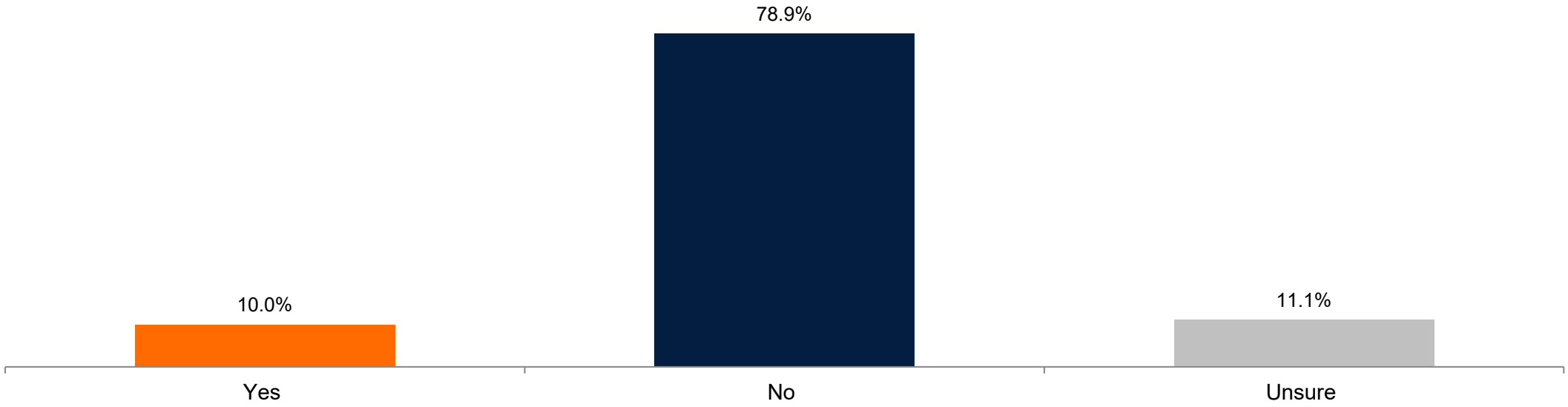




Question asked of respondents who have received information from GreenWaste, representing 77% of the total sample or **348 individuals**.

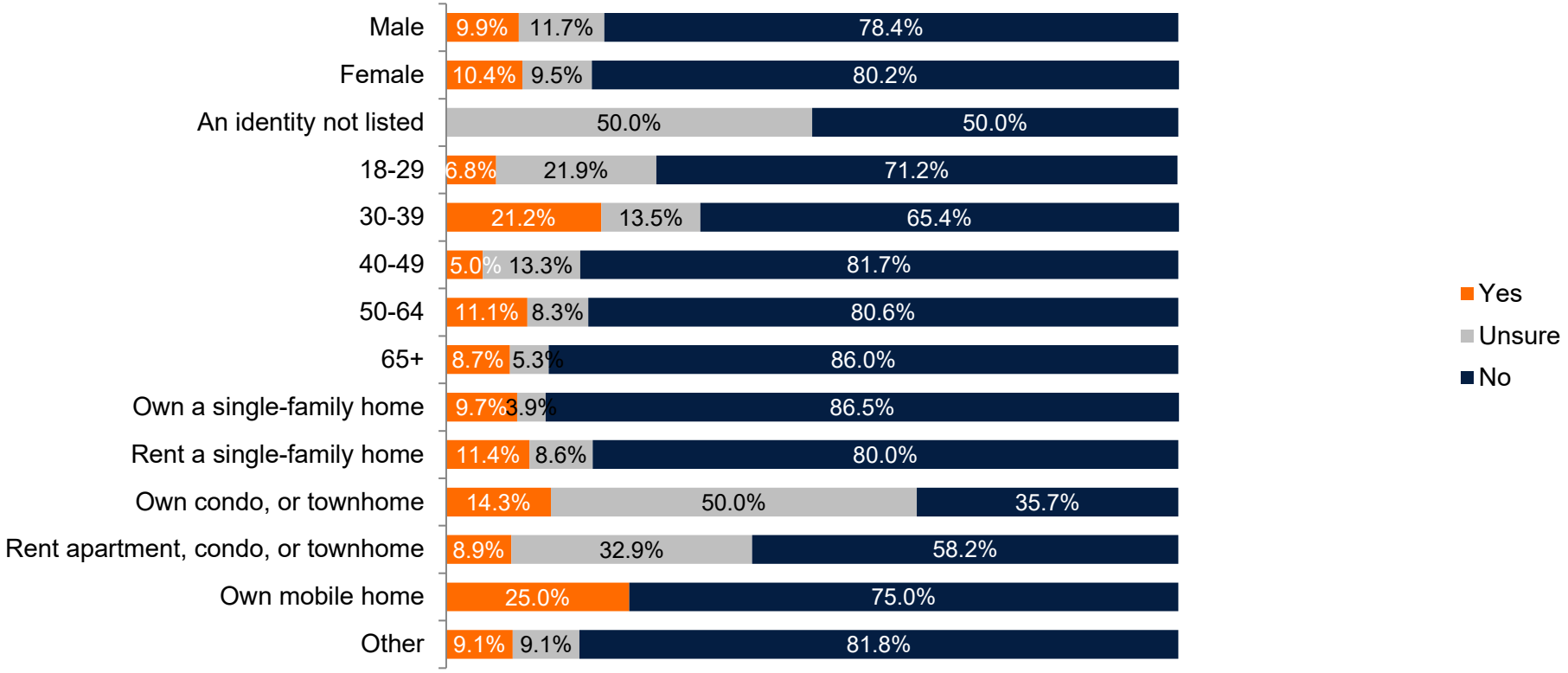
79% have had their carts emptied on their regularly scheduled collection day every time during the past 12 months

Question 11: Excluding holidays where service is delayed by one day, during the past 12 months, was there a time when GreenWaste Recovery did not empty any of your containers on your regularly scheduled collection day?



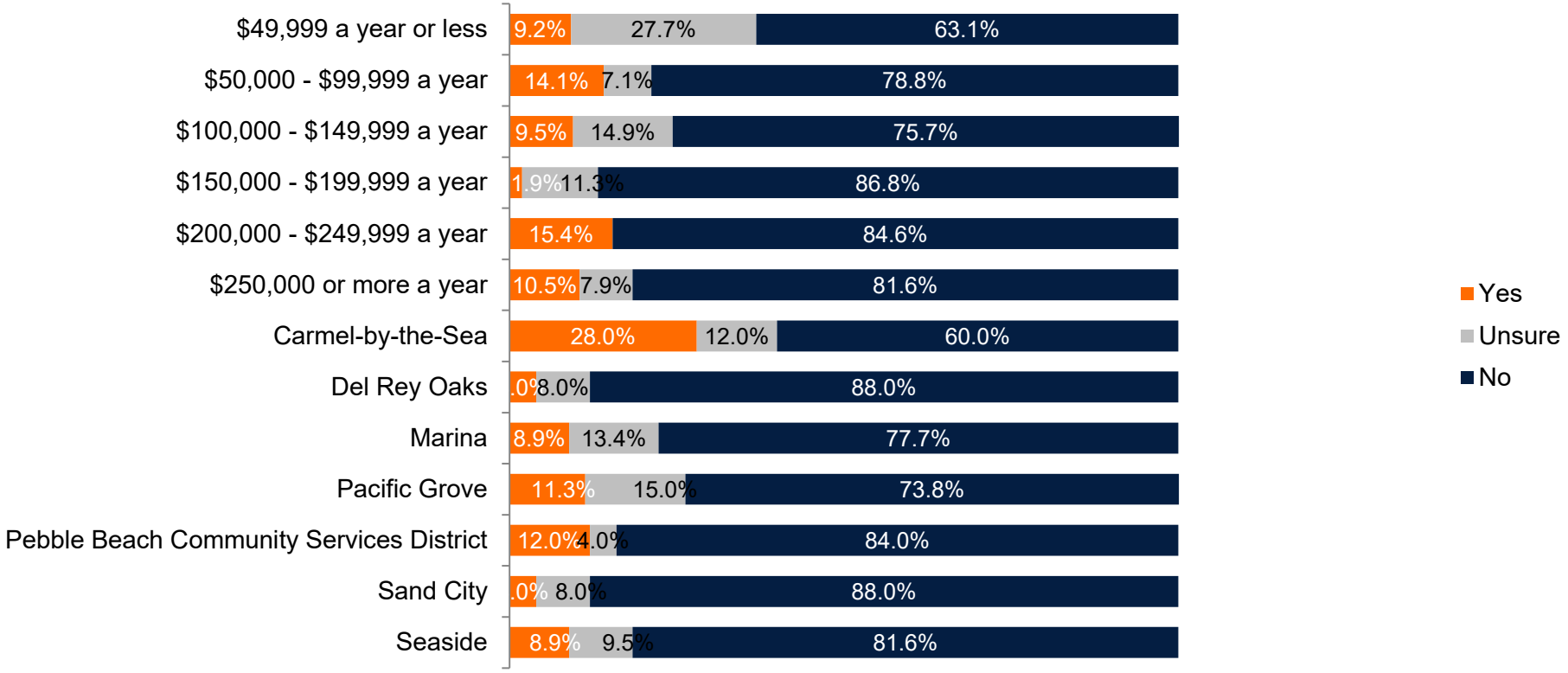
Results by gender, age group, and home type

Question 11: Excluding holidays where service is delayed by one day, during the past 12 months, was there a time when GreenWaste Recovery did not empty any of your containers on your regularly scheduled collection day?



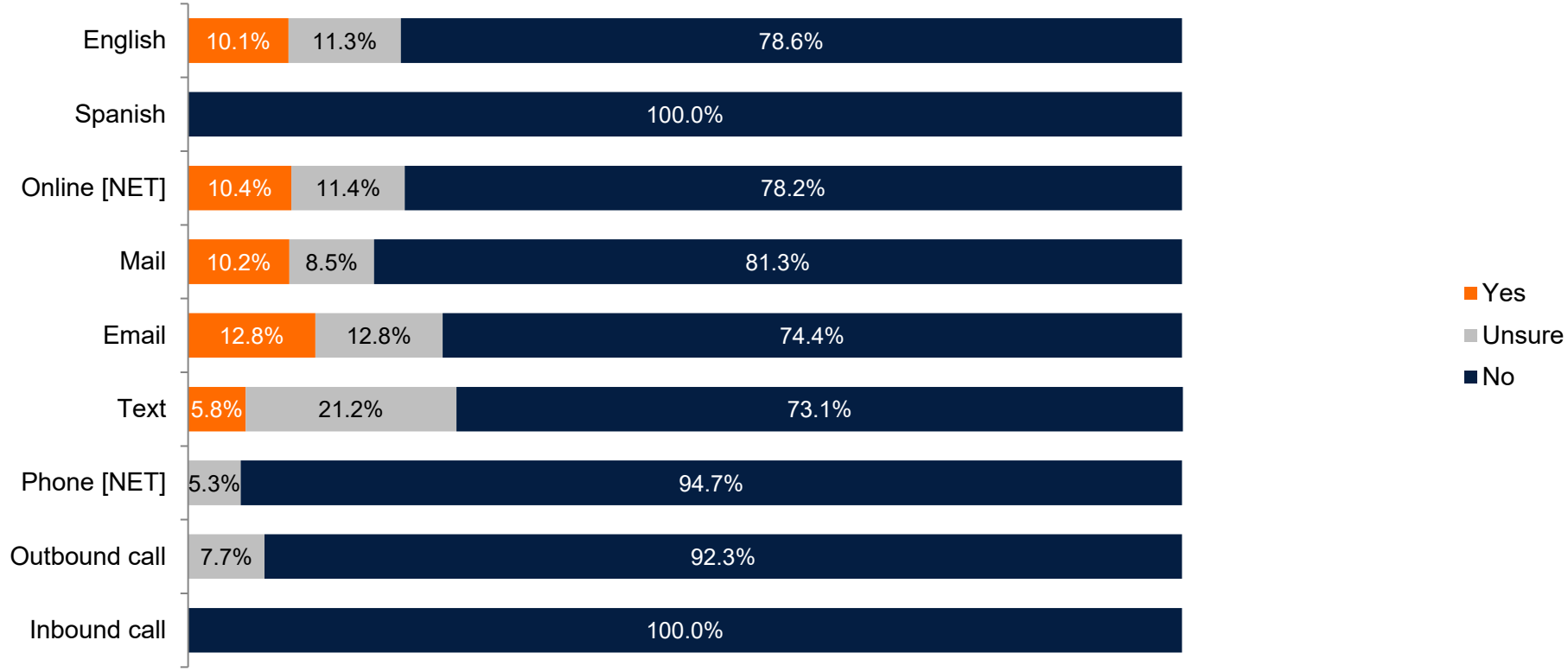
Results by household income and Jurisdiction

Question 11: Excluding holidays where service is delayed by one day, during the past 12 months, was there a time when GreenWaste Recovery did not empty any of your containers on your regularly scheduled collection day?



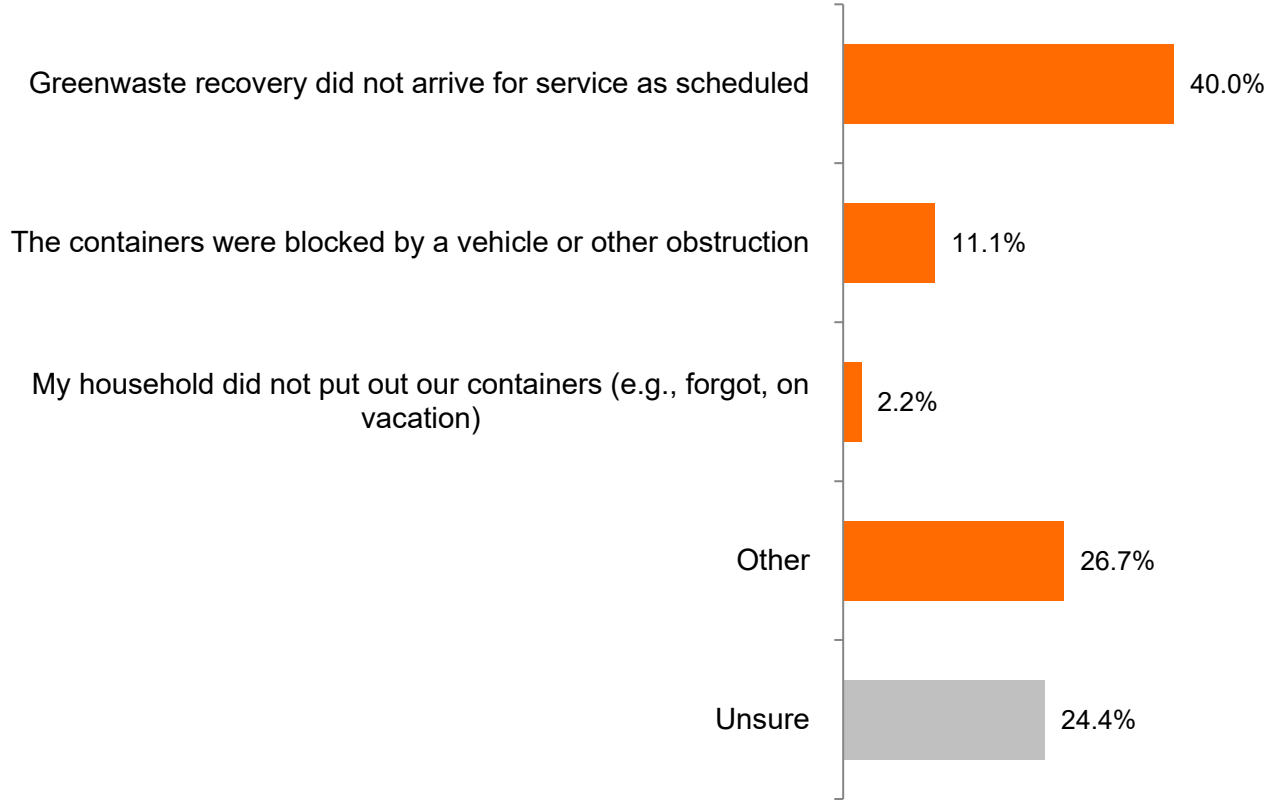
Results by survey language and survey mode

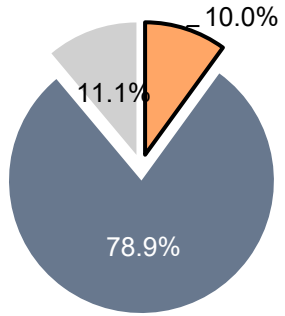
Question 11: Excluding holidays where service is delayed by one day, during the past 12 months, was there a time when GreenWaste Recovery did not empty any of your containers on your regularly scheduled collection day?



Among missed collections, the top reason reported is service not arriving as scheduled

Question 12: What was the reason your containers were not emptied by GreenWaste Recovery on their scheduled collection day? Select all that apply. [IF ANSWERED YES TO Q11]

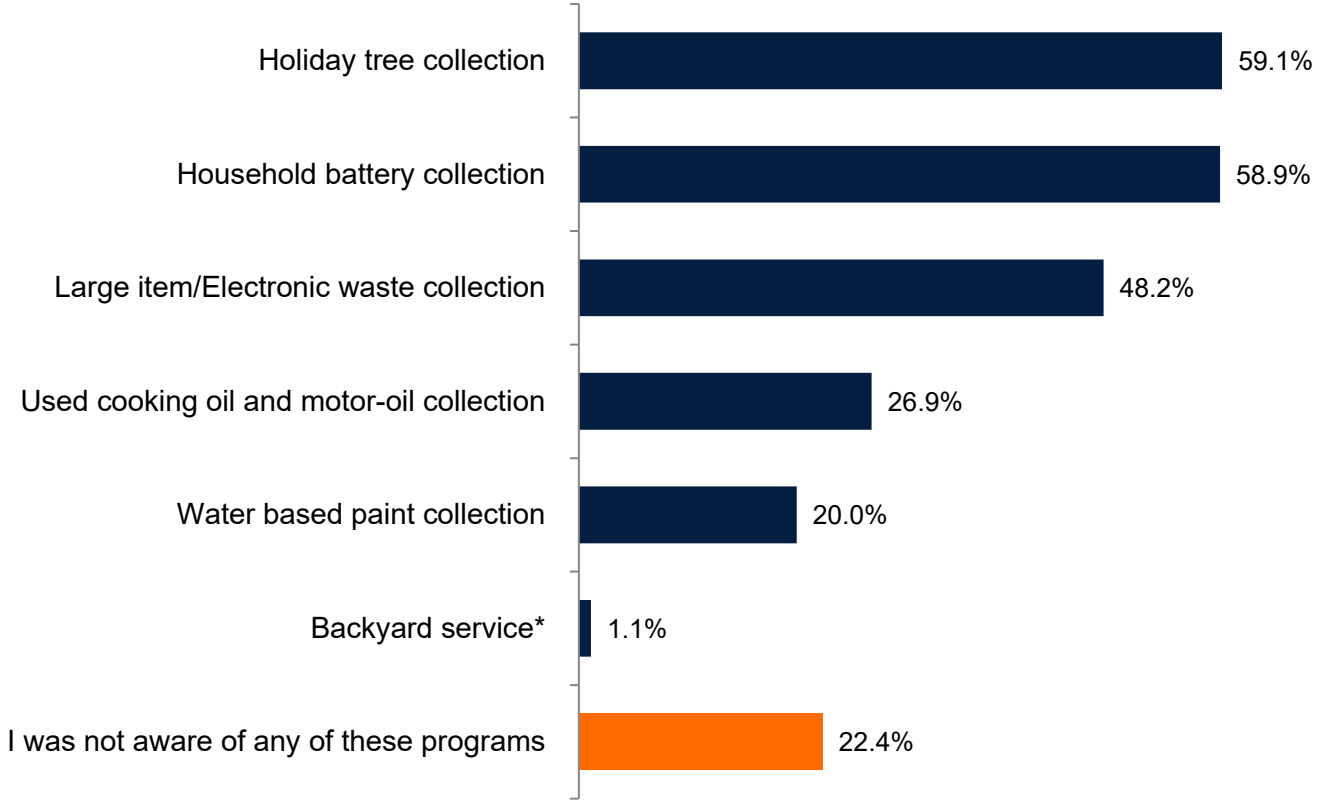




Question asked of respondents who reported that their container was not emptied on their scheduled day, representing 10% of the total sample or **45 individuals**.

Holiday tree and battery collection are the most recognized programs

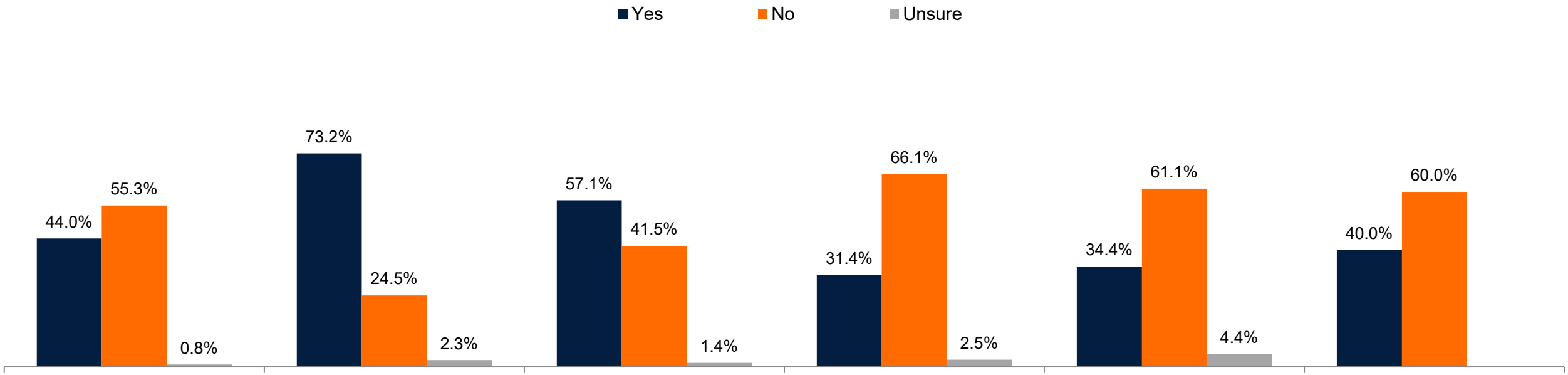
Question 13: GreenWaste Recovery offers a variety of programs to customers. Prior to taking this survey, which services were you aware of? Select all that apply.



*Only included in Pacific Grove and PBCSD.

Program utilization

Question 14: Has your household ever utilized_____?
[PROGRAMS SELECTED IN Q13]



Among 59% of the total sample or **266 individuals.**

Among 59% of the total sample or **265 individuals.**

Among 48% of the total sample or **217 individuals.**

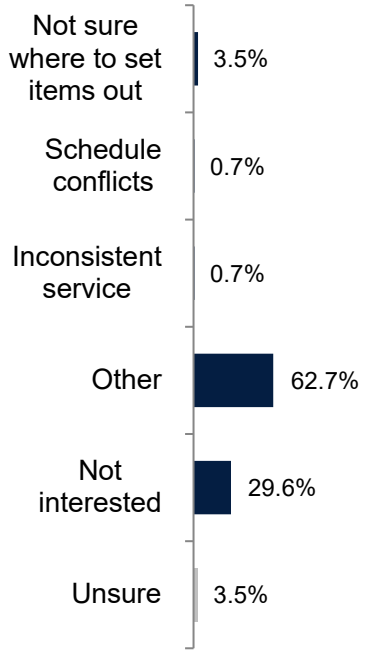
Among 27% of the total sample or **121 individuals.**

Among 20% of the total sample or **90 individuals.**

Among 1% of the total sample or **5 individuals.**

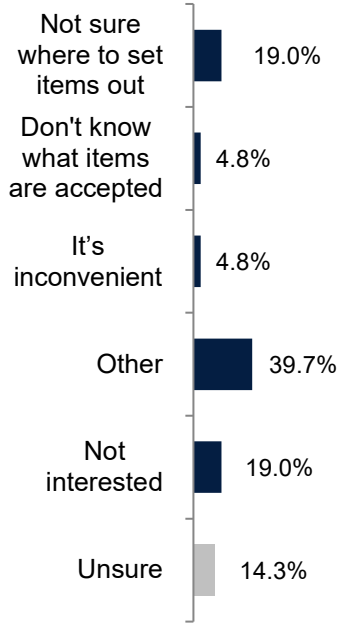
Program utilization barriers

Question 15: What prevents your household from participating in _____?
[PROGRAMS SELECTED IN Q13]
[IF ANSWERED NO TO Q14]



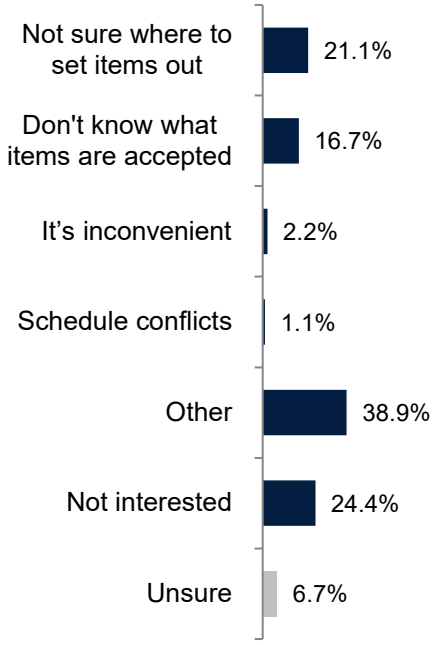
Holliday tree collection

Among 32% of the total sample or **142 individuals.**



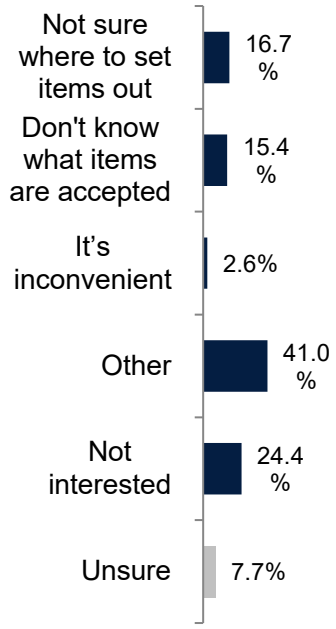
Household battery collection

Among 14% of the total sample or **63 individuals.**



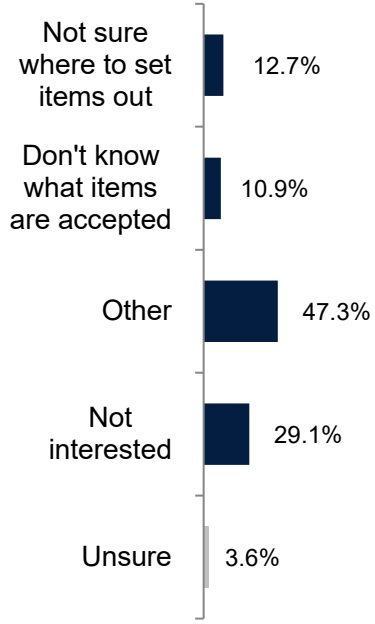
Large item/electronic waste collection

Among 20% of the total sample or **90 individuals.**



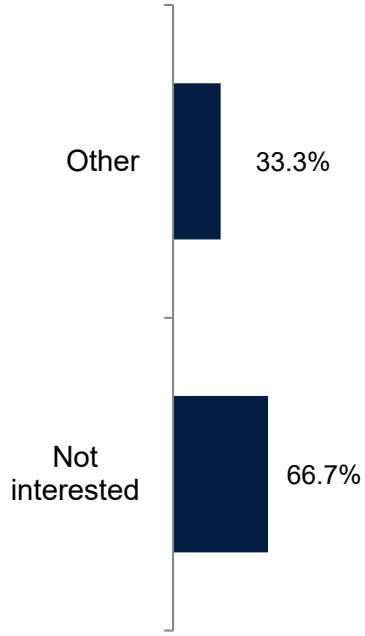
Used cooking oil and motor-oil collection

Among 17% of the total sample or **78 individuals.**



Water based paint collection

Among 12% of the total sample or **55 individuals.**

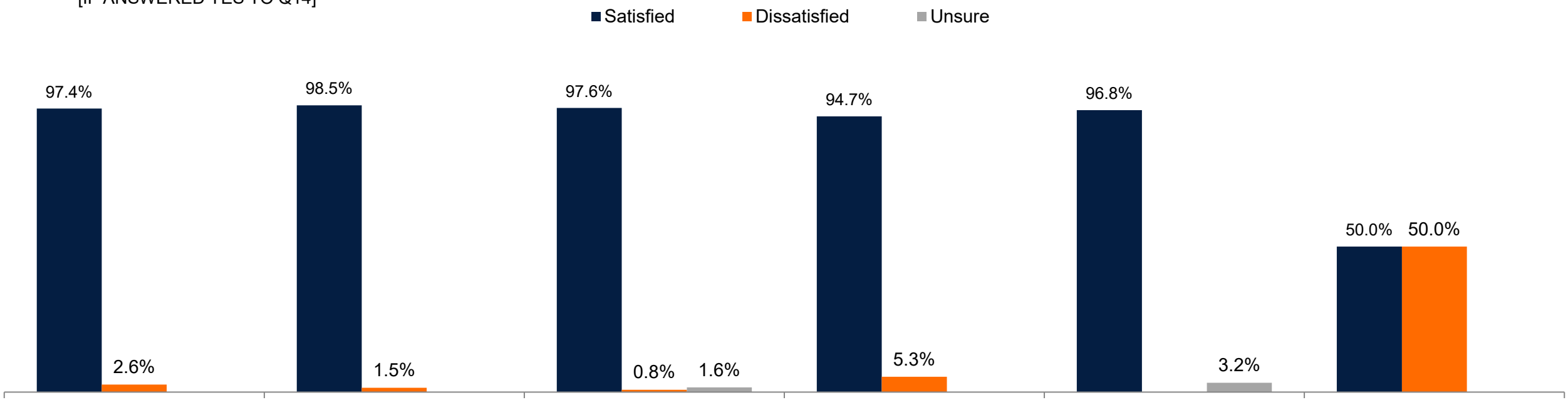


Backyard service

Among 1% of the total sample or **3 individuals.**

Program satisfaction

Question 16: Were you satisfied or dissatisfied with _____?
[PROGRAMS SELECTED IN Q13]
[IF ANSWERED YES TO Q14]



Among 26% of the total sample or **117 individuals.**

Among 43% of the total sample or **194 individuals.**

Among 28% of the total sample or **124 individuals.**

Among 8% of the total sample or **38 individuals.**

Among 7% of the total sample or **31 individuals.**

Among <1% of the total sample or **2 individuals.**

PROBOLSKY RESEARCH

Reasons for dissatisfaction

Question 16: Why are you dissatisfied with _____?
[PROGRAMS SELECTED IN Q13]
[IF ANSWERED DISSATISDIED TO Q15]

Holiday tree collection
Too short
The dates that were given to remove the tree was not accurate or they just didnt p/u my tree?
They didn't pick up our tree this year or last year.

Household battery collection
I FOUND THE BAGGED BATTERIES ON THE STREET AFTER THE TRUCK LEFT.
We can't put button-cell batteries with regular alkaline batteries on top of our recycling bin. I've been told that we have to take them to the recycling station.
Don't like having to use a plastic baggie

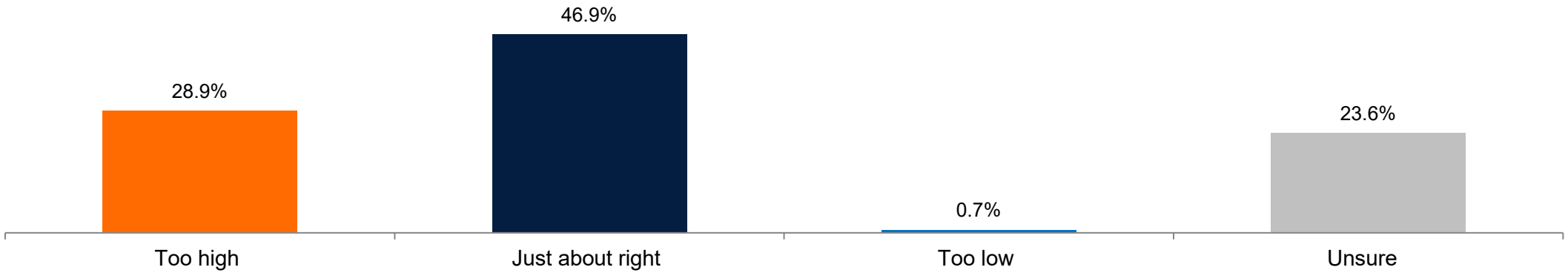
Large item/electronic waste collection
They didn't pick up the items.

Used cooking oil and motor-oil collection
Do not always receive a replacement oil filter bag for the one I put out.
they used to leave a container: SWAP OUT. No, I have to call and container seems to always be oily on the outside

Backyard service
There were many occasions when the truck broke many tree and bush branches on their way up the driveway. They also broke the raised asphalt were we park our car at the top of the driveway. The company did eventually repair it but took almost a year to do so. The truck also did cause erosion of the asphalt driveway although we do realize that this was not the fault of the driver but rather the weight of the truck itself.

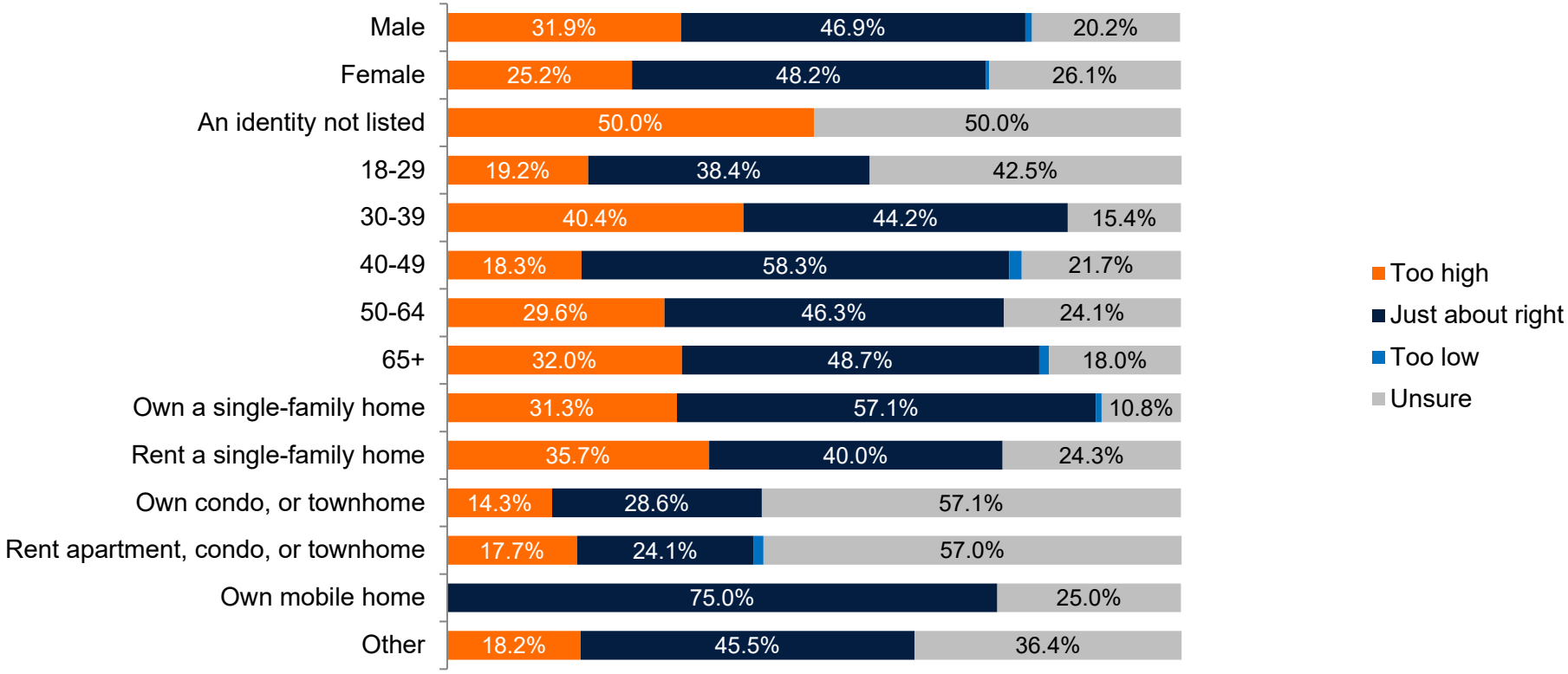
47% think their garbage and recycling bill is just about right

Question 18: Thinking about your quarterly garbage and recycling bill, would you say the amount you pay is:



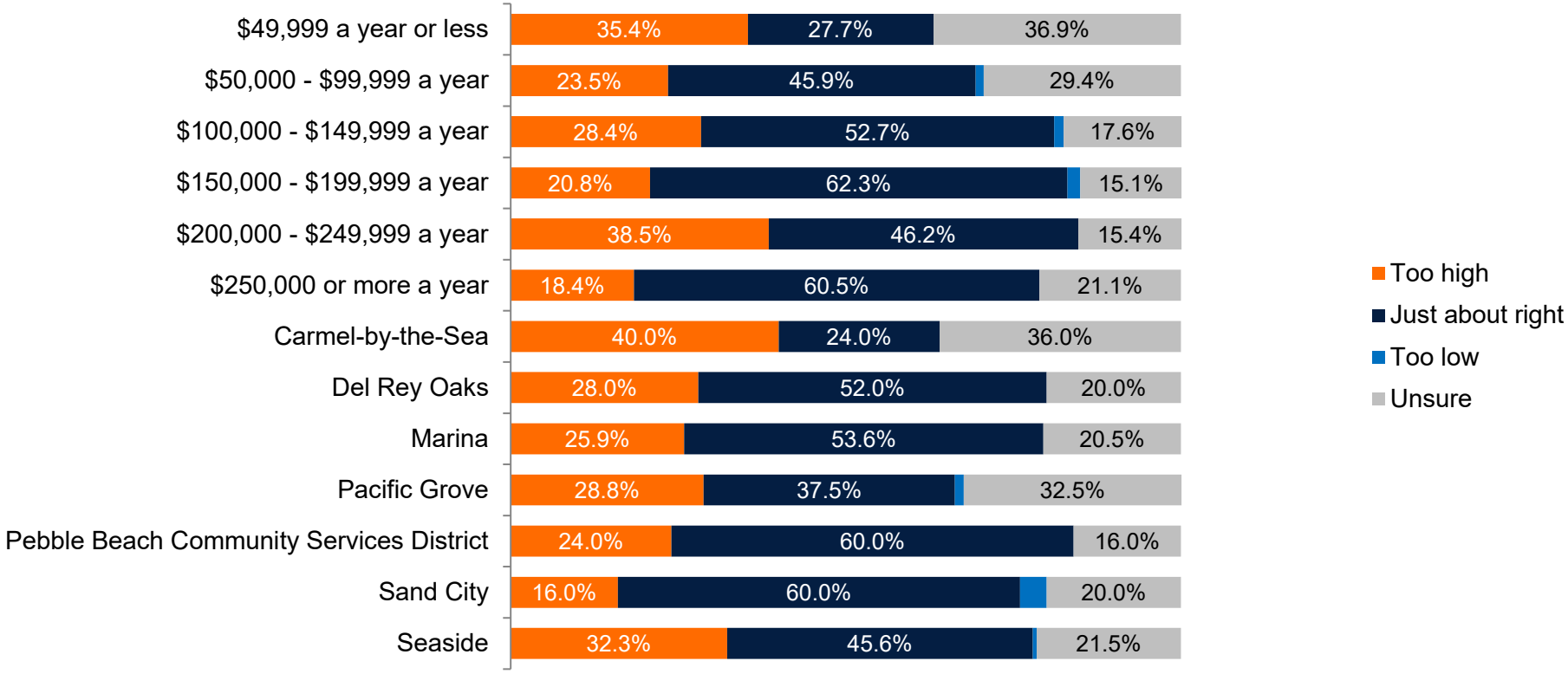
Results by gender, age group, and home type

Question 18: Thinking about your quarterly garbage and recycling bill, would you say the amount you pay is:



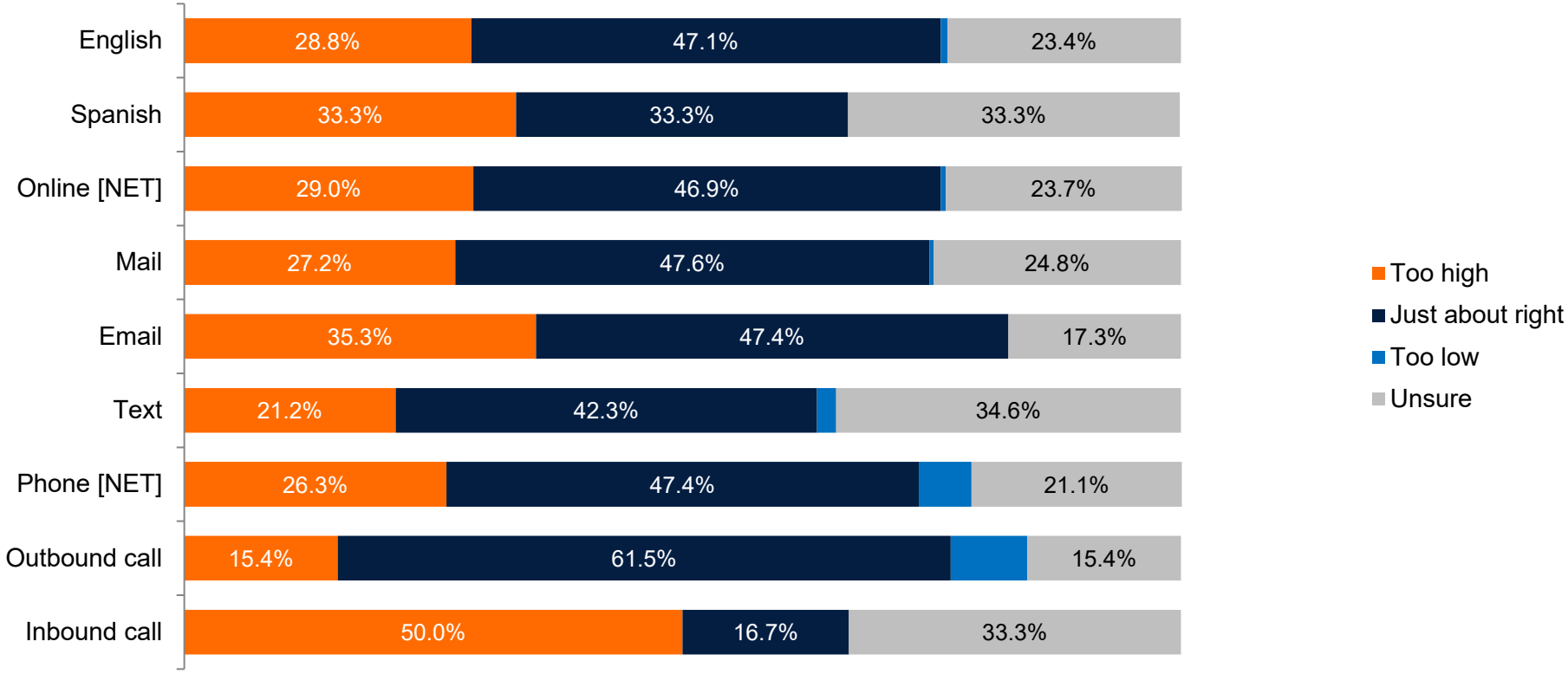
Results by household income and Jurisdiction

Question 18: Thinking about your quarterly garbage and recycling bill, would you say the amount you pay is:



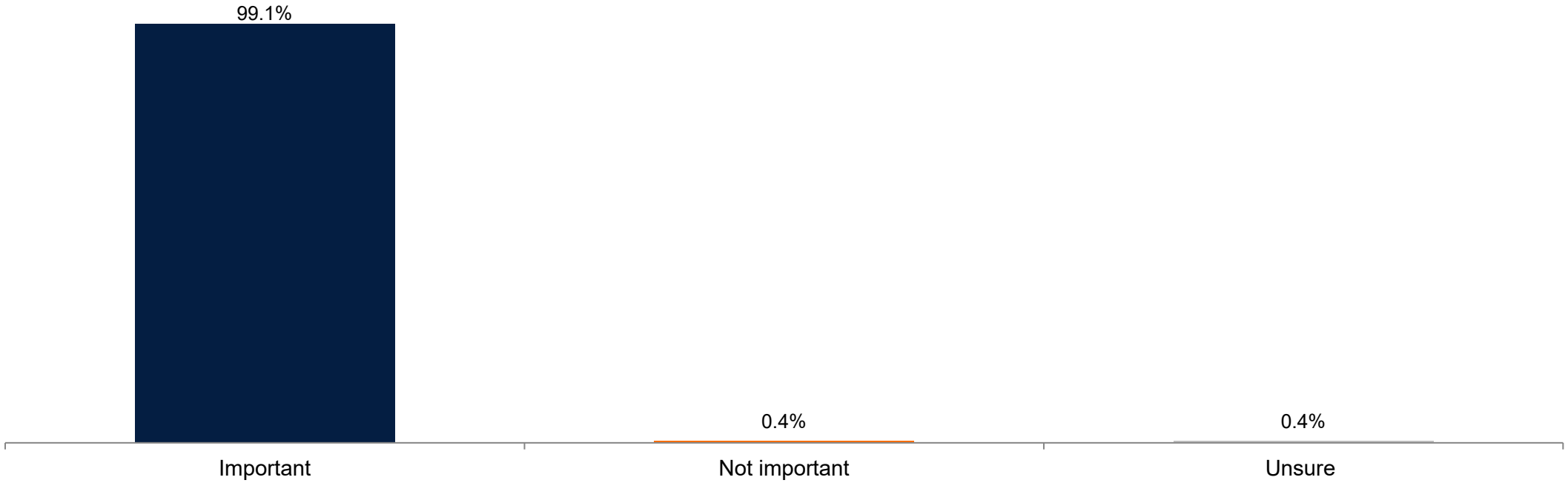
Results by survey language and survey mode

Question 18: Thinking about your quarterly garbage and recycling bill, would you say the amount you pay is:



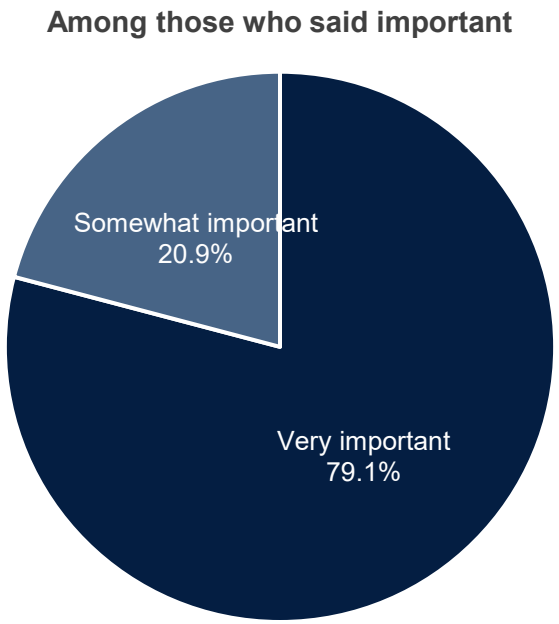
99% say affordability is important

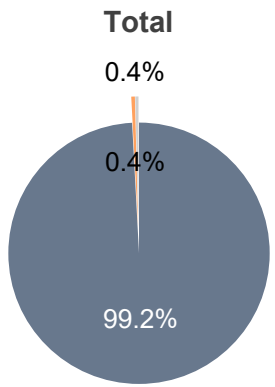
Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**

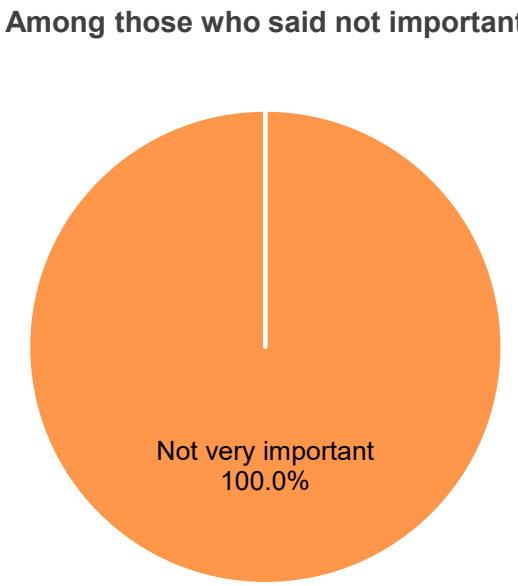


Among those who say important, 79% say very important

Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**

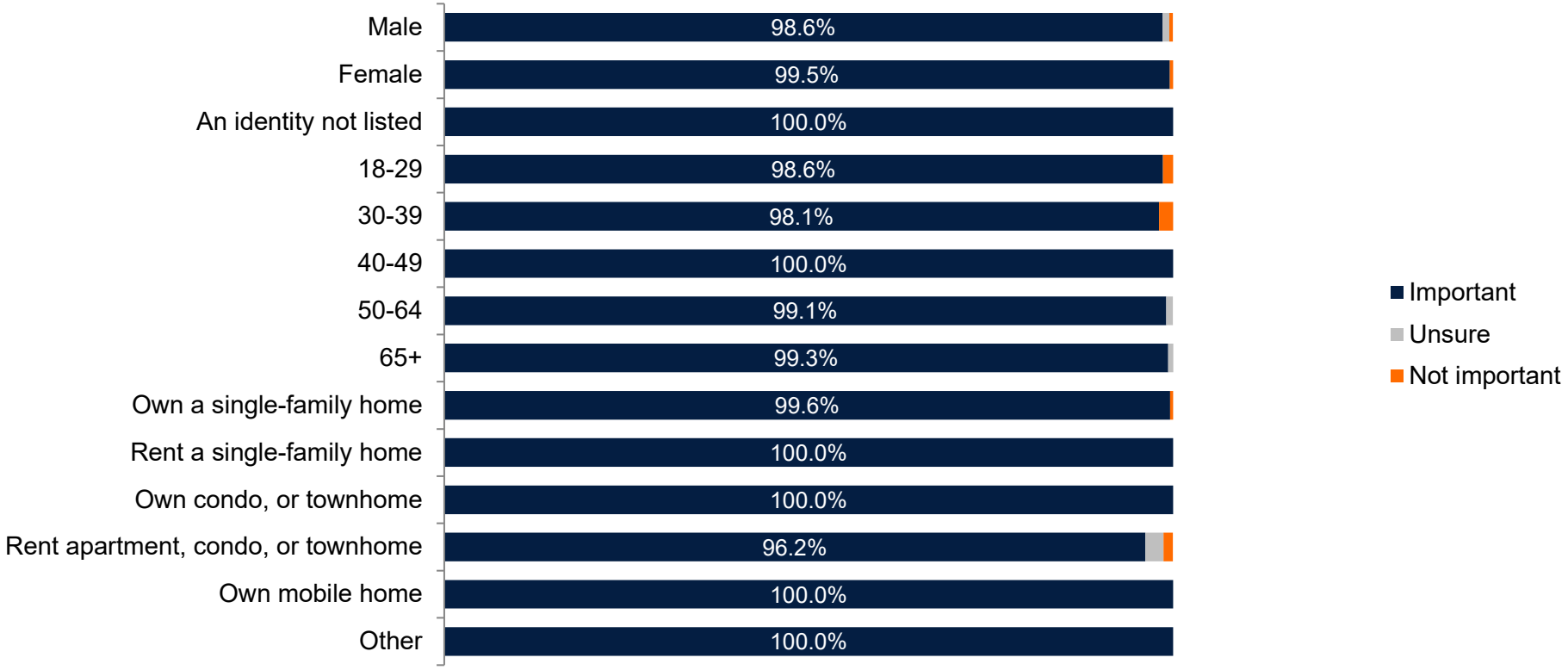






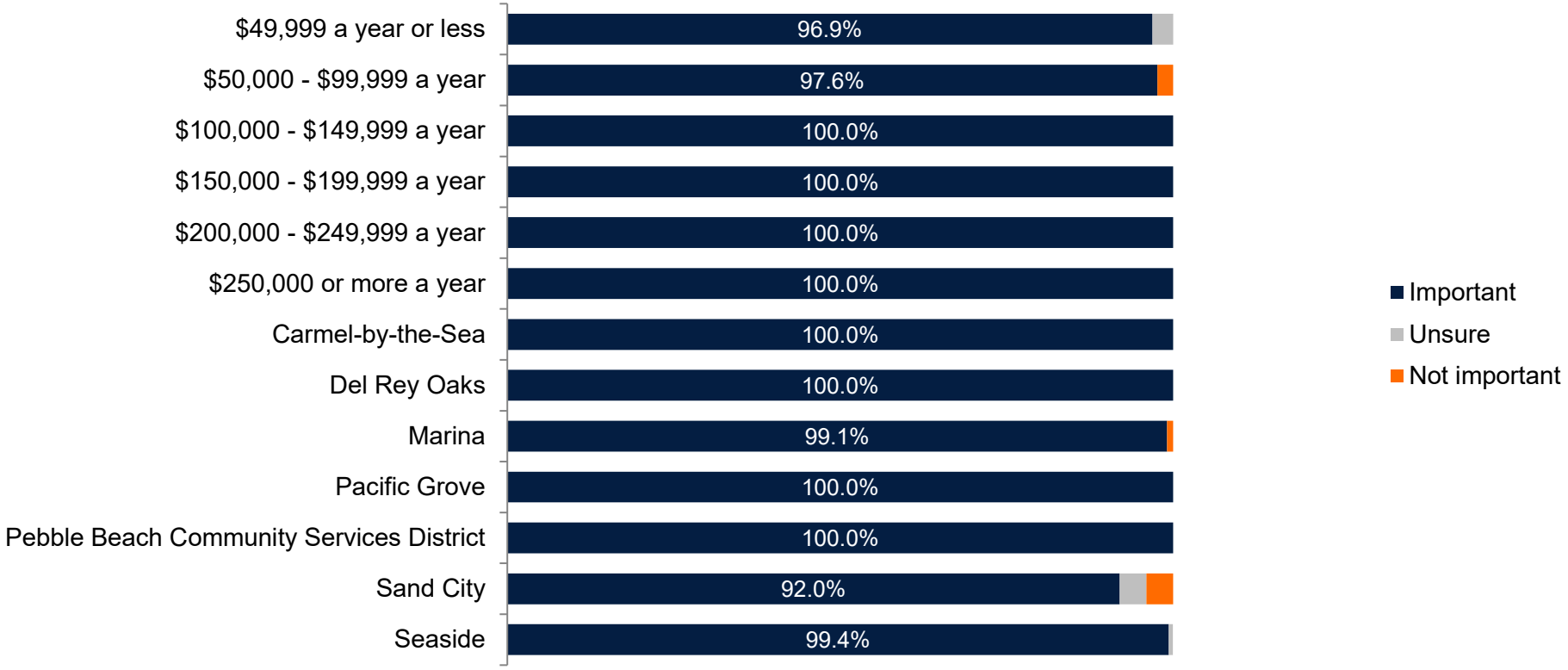
Results by gender, age group, and home type

Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**



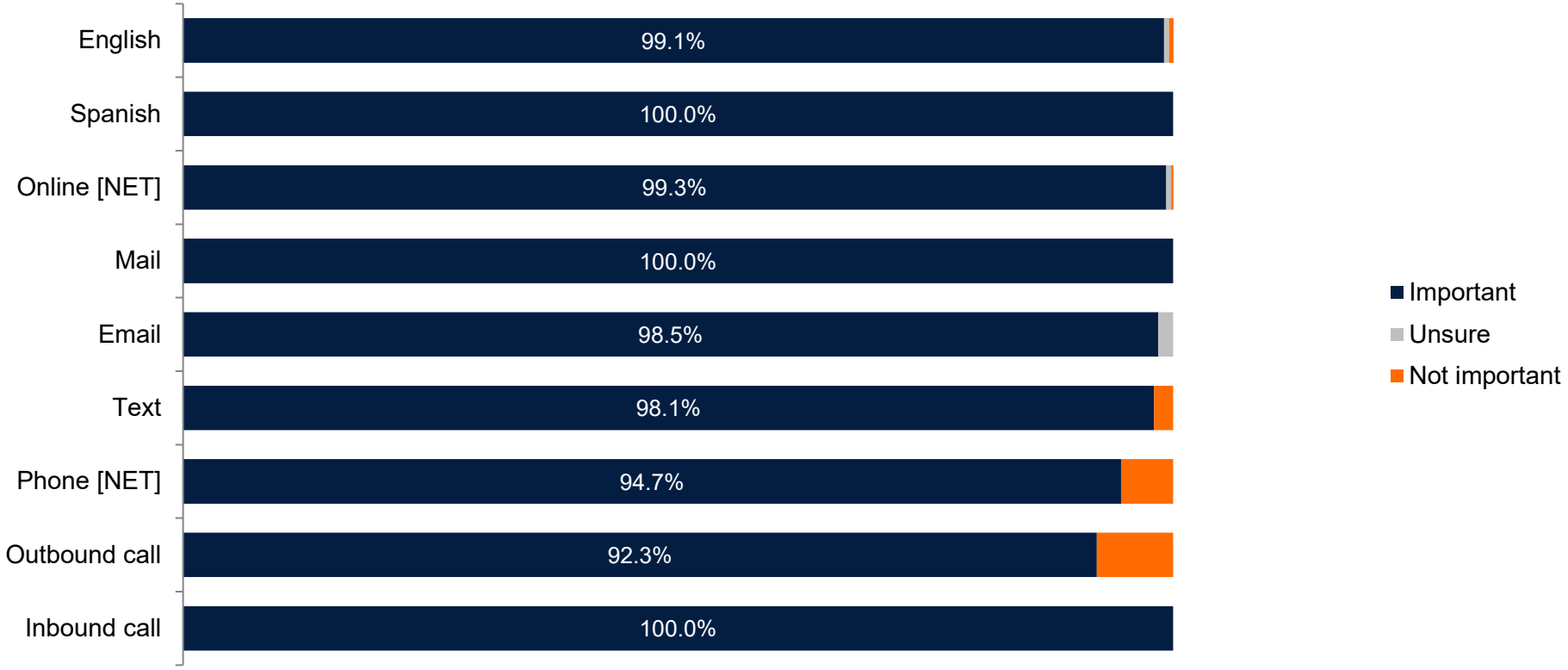
Results by household income and Jurisdiction

Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**



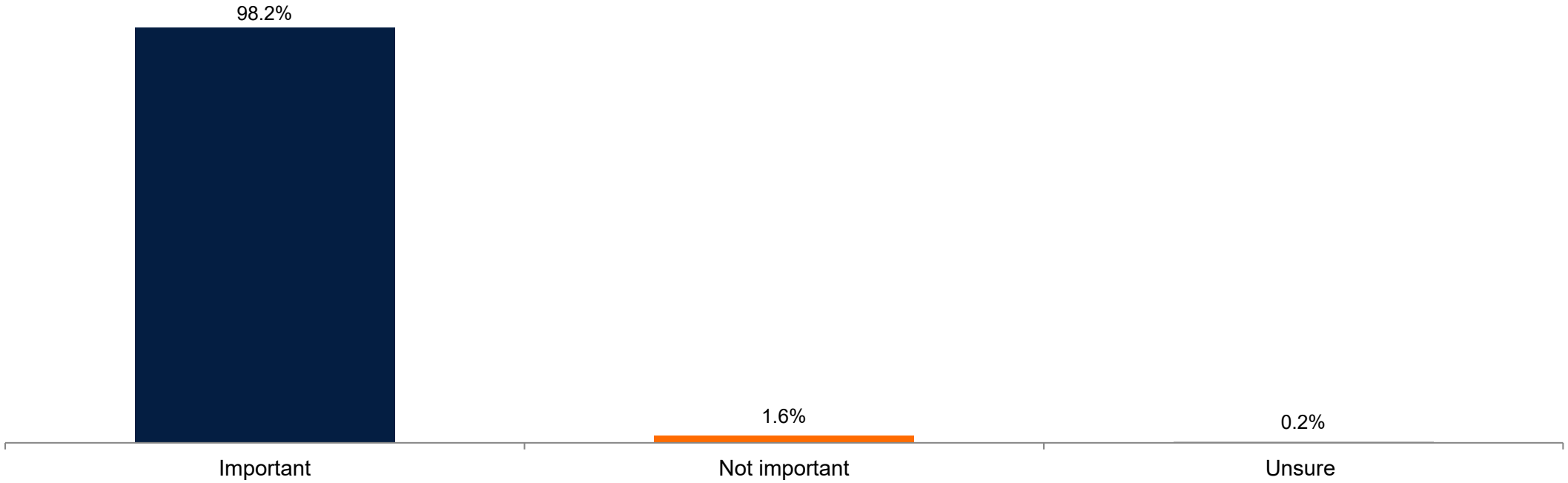
Results by survey language and survey mode

Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**



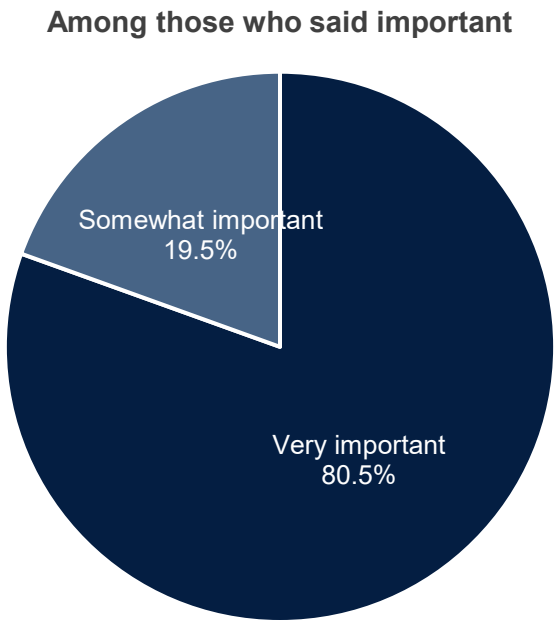
98% say convenience for residents is important

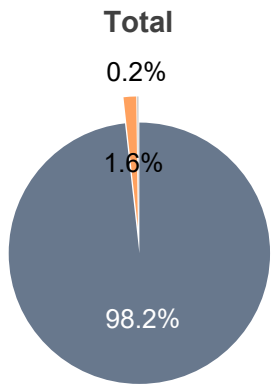
Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**

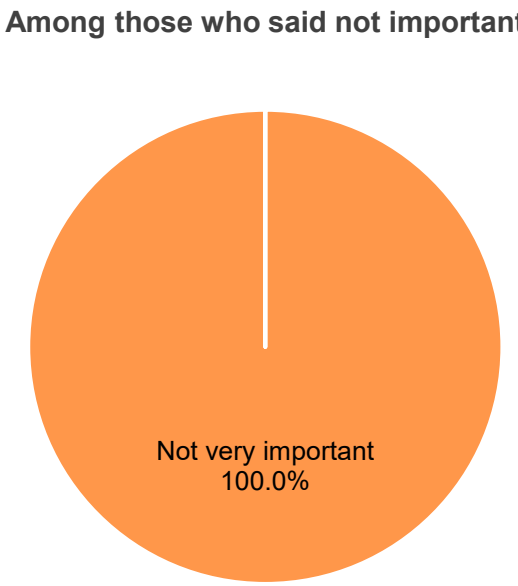


Among those who say important, 81% say very important

Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**

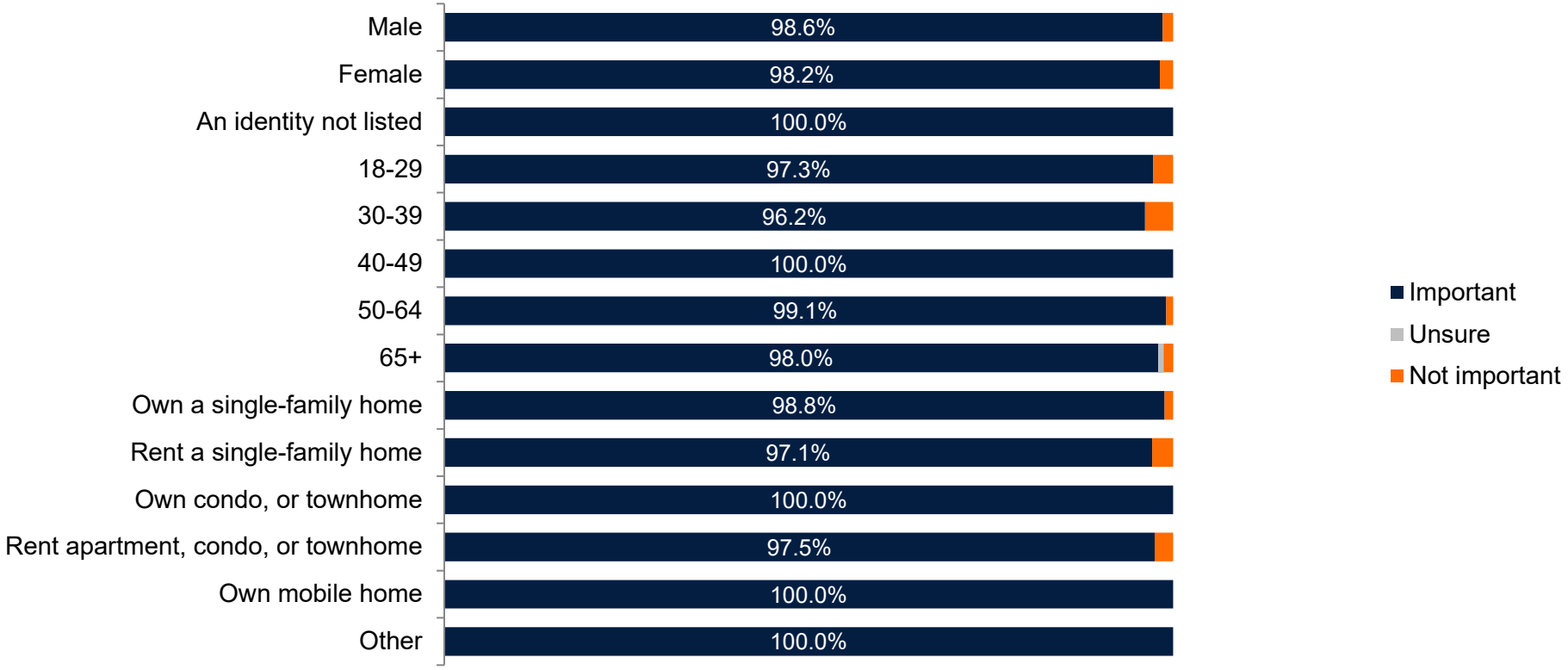






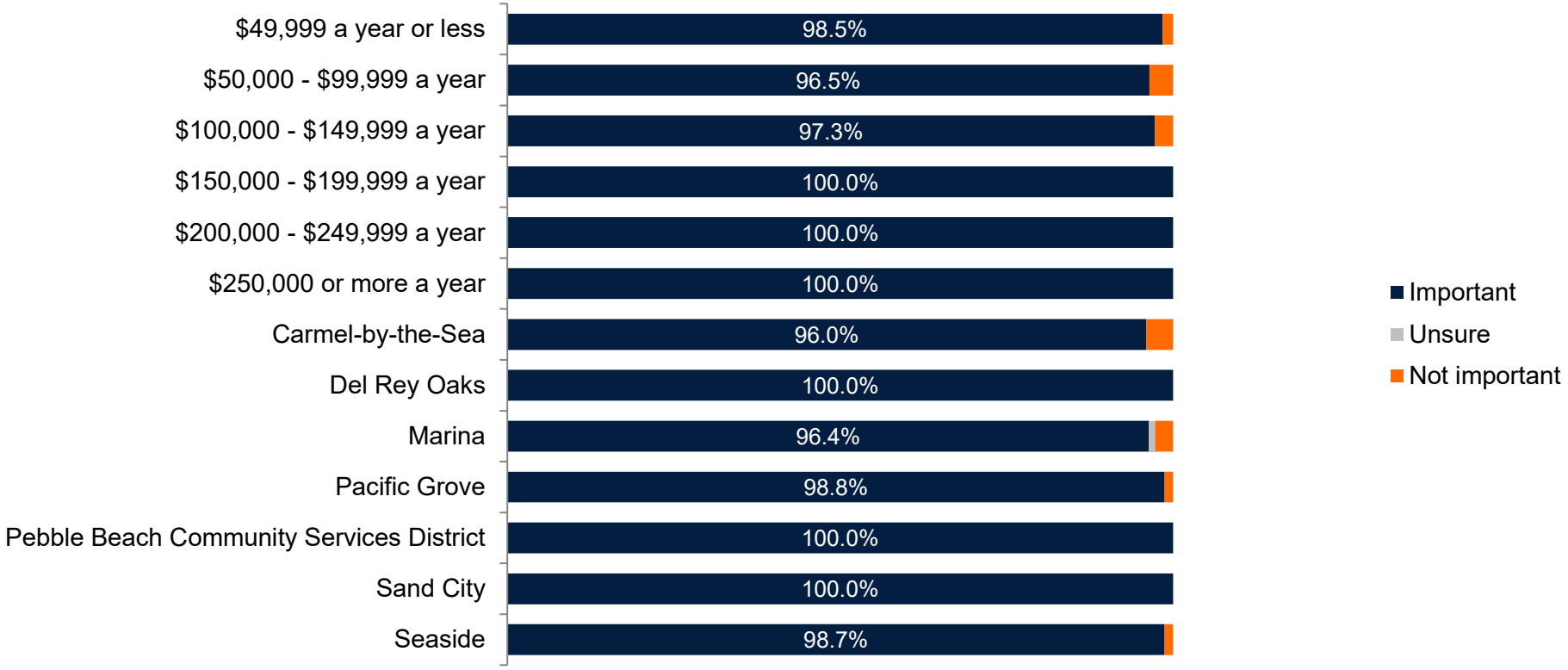
Results by gender, age group, and home type

Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**



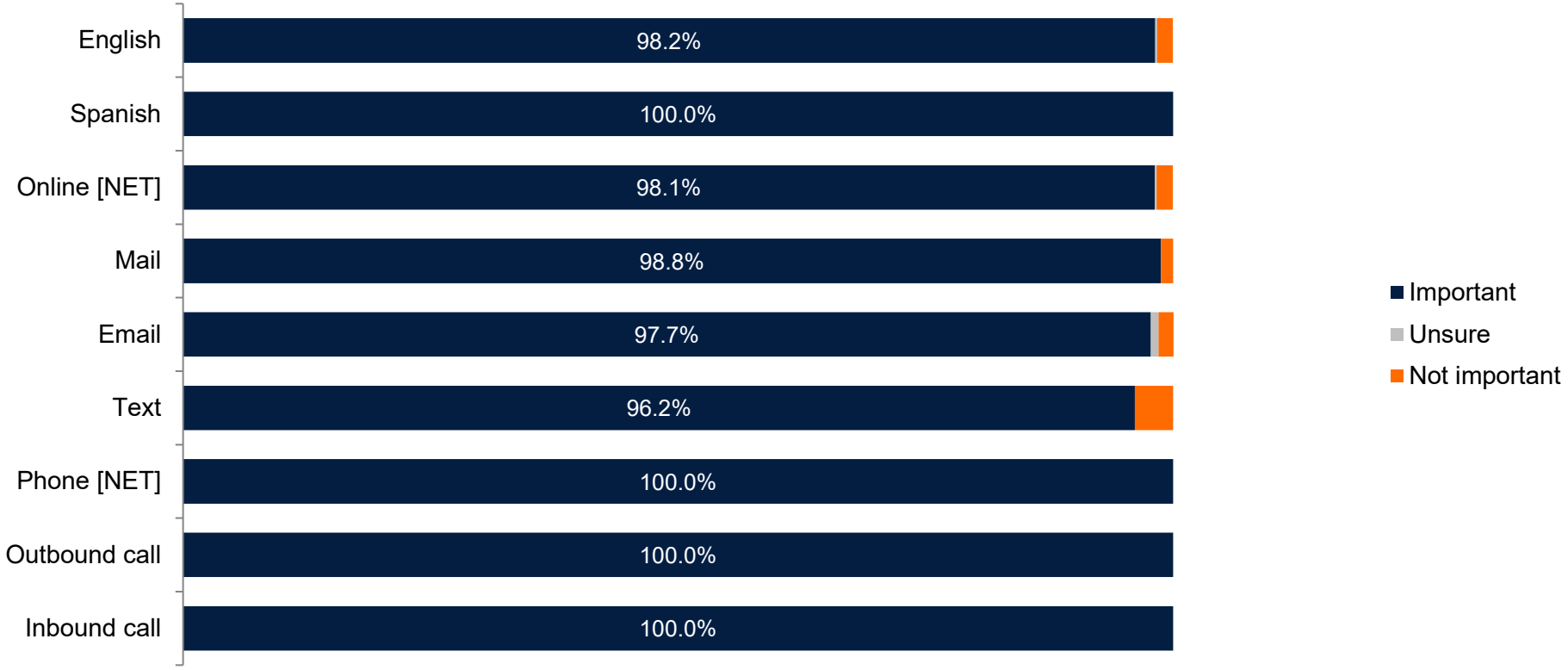
Results by household income and Jurisdiction

Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**



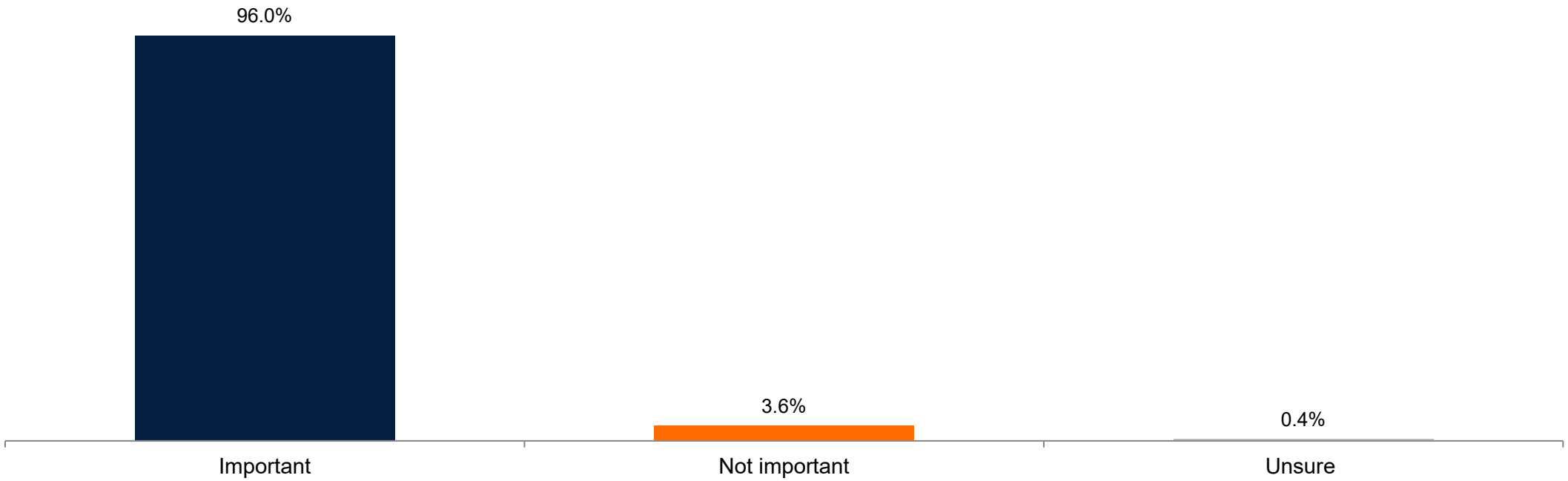
Results by survey language and survey mode

Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**



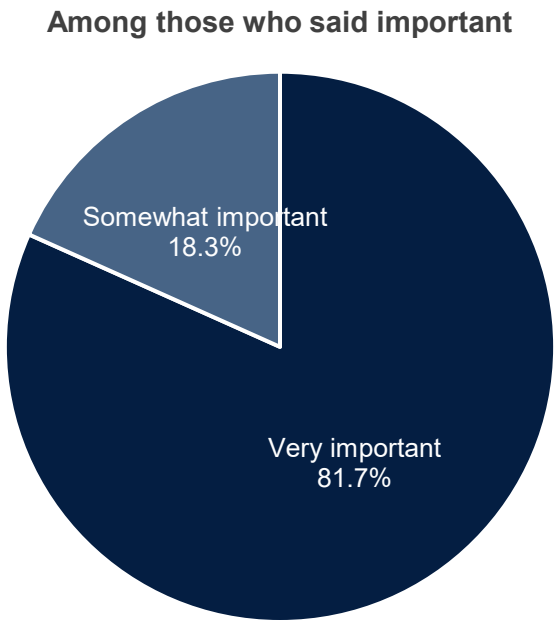
96% say environmental impact is important

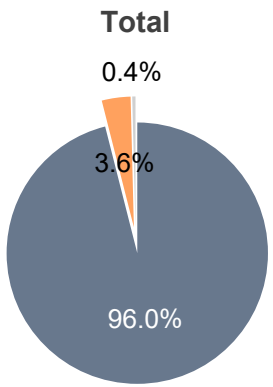
Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**

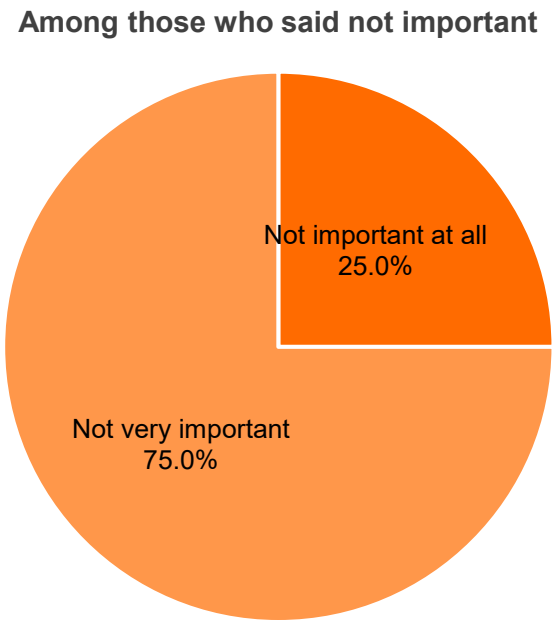


Among those who say important, 82% say very important

Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**

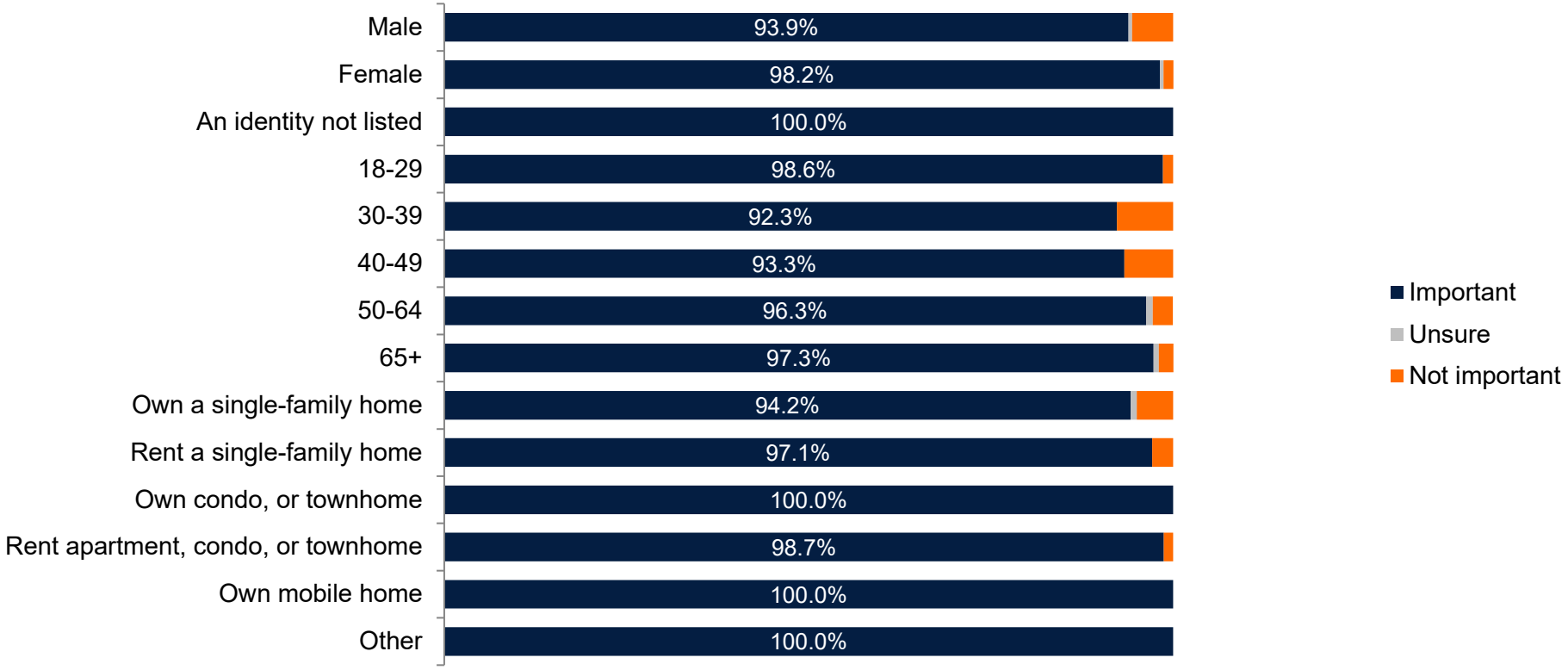






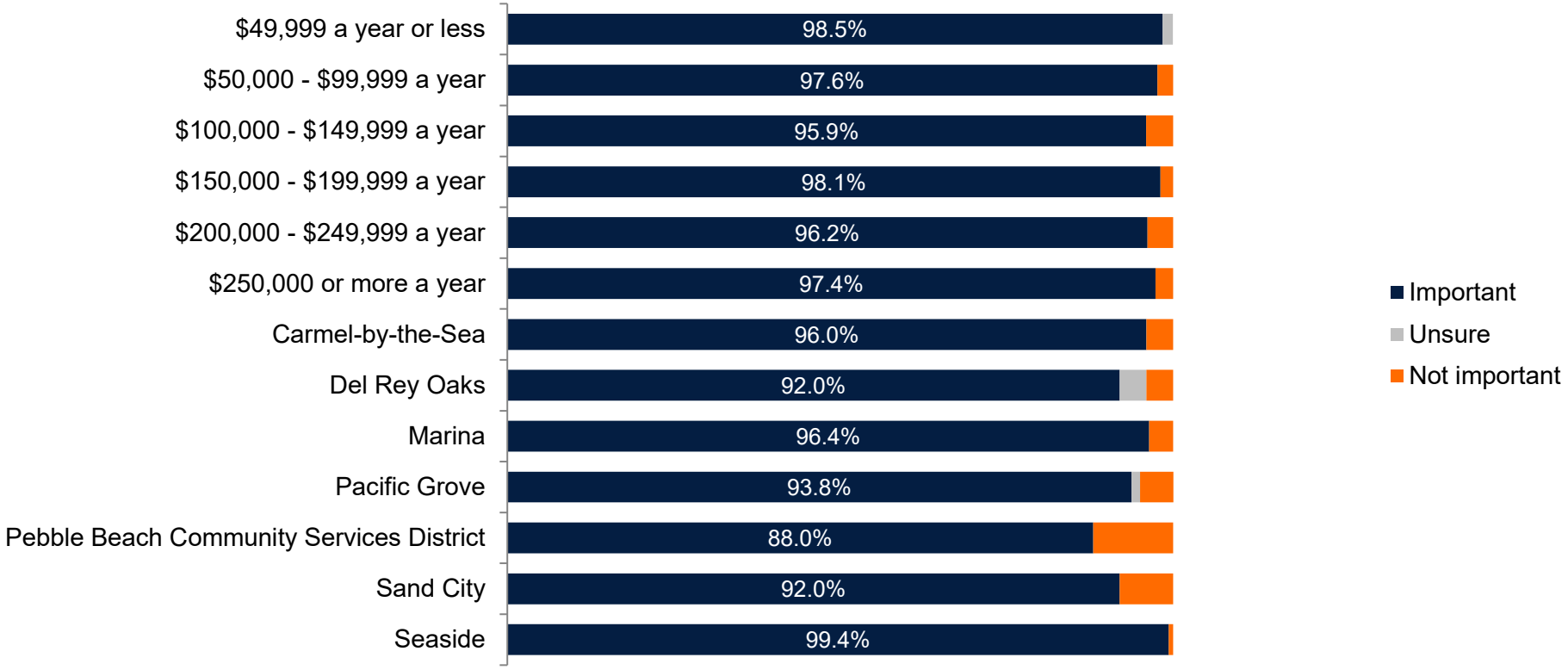
Results by gender, age group, and home type

Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**



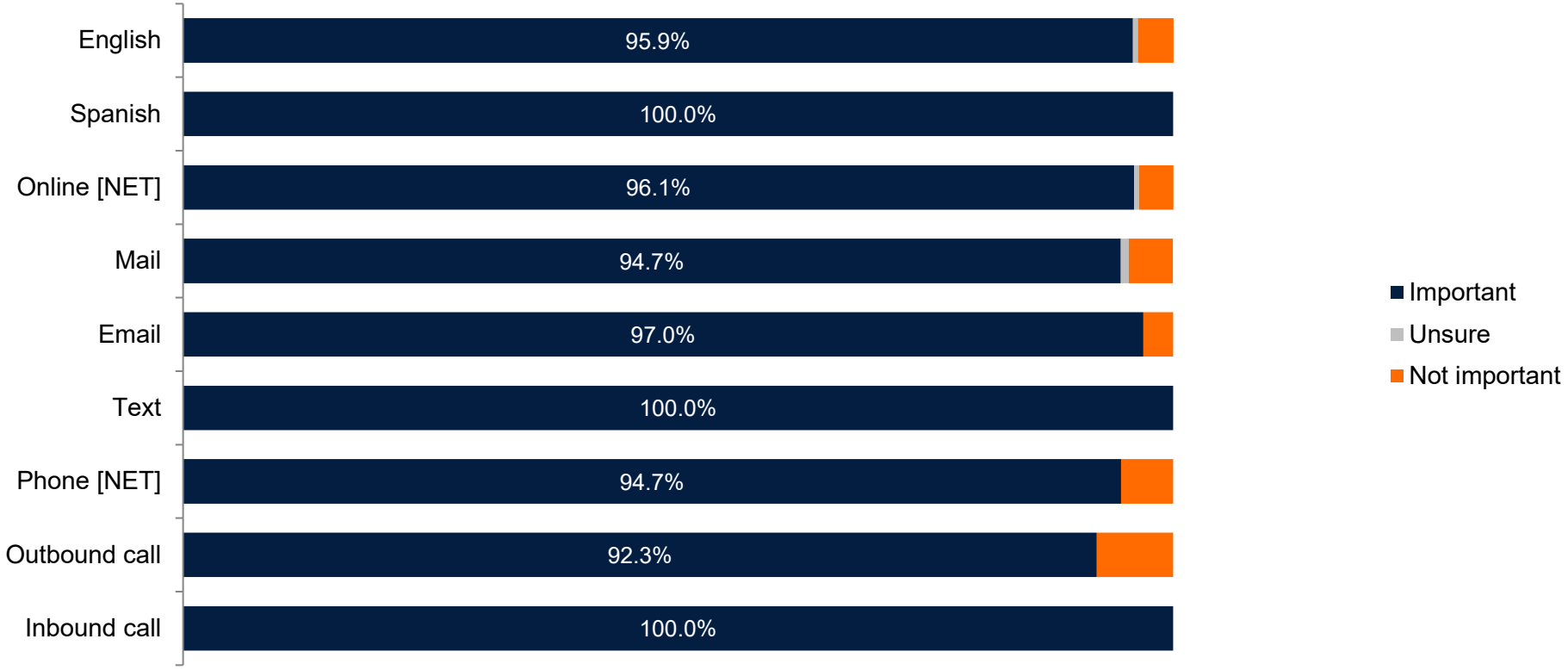
Results by household income and Jurisdiction

Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**



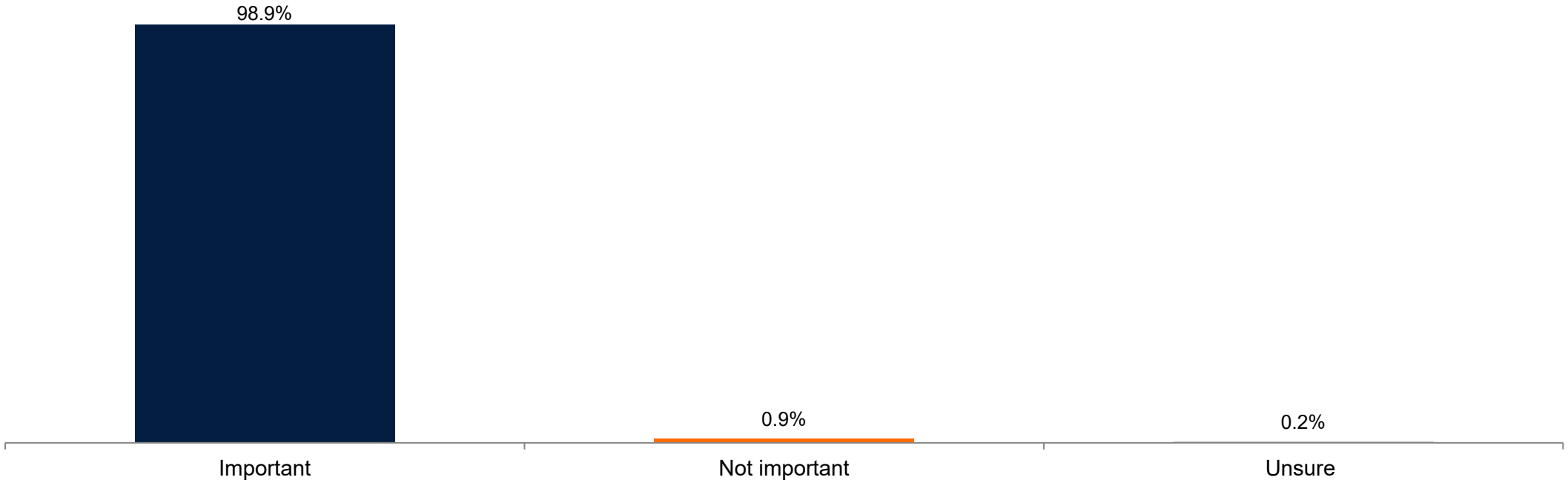
Results by survey language and survey mode

Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**



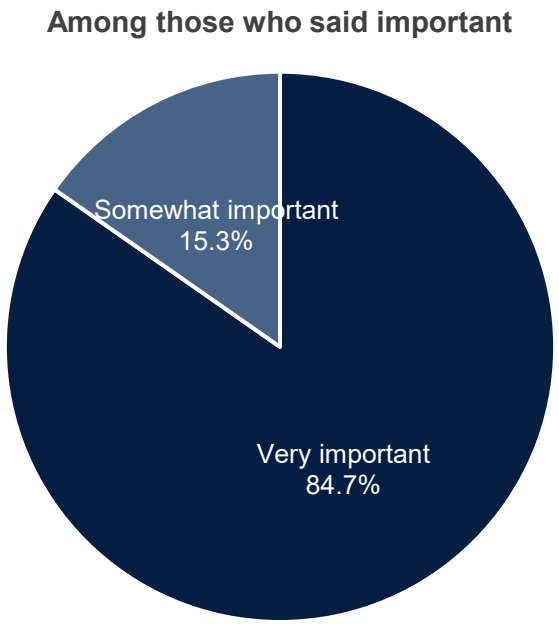
99% say quality of service is important

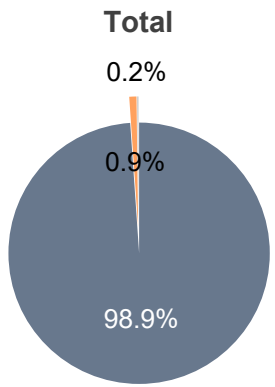
Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**

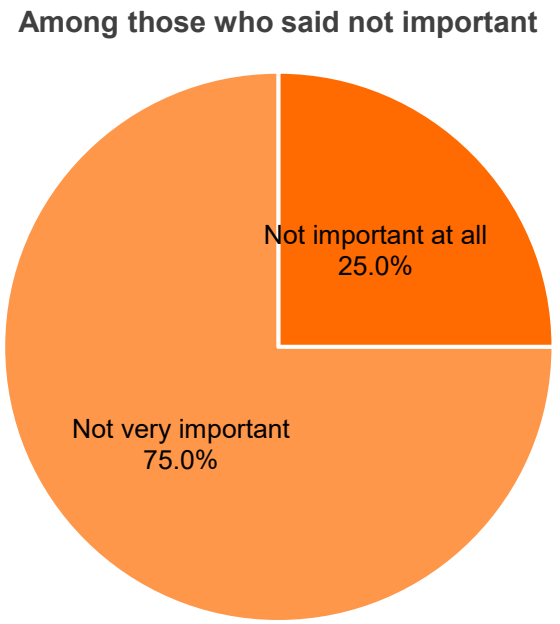


Among those who say important, 85% say very important

Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**

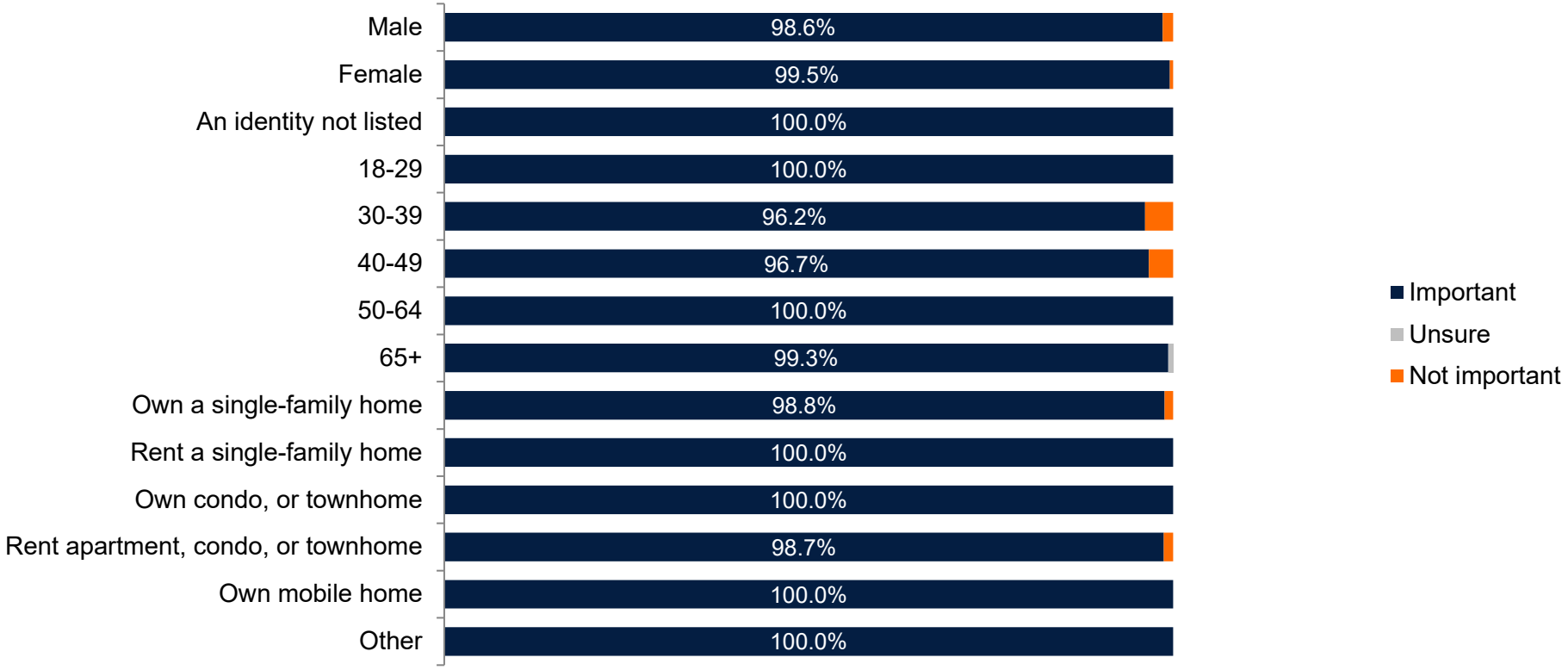






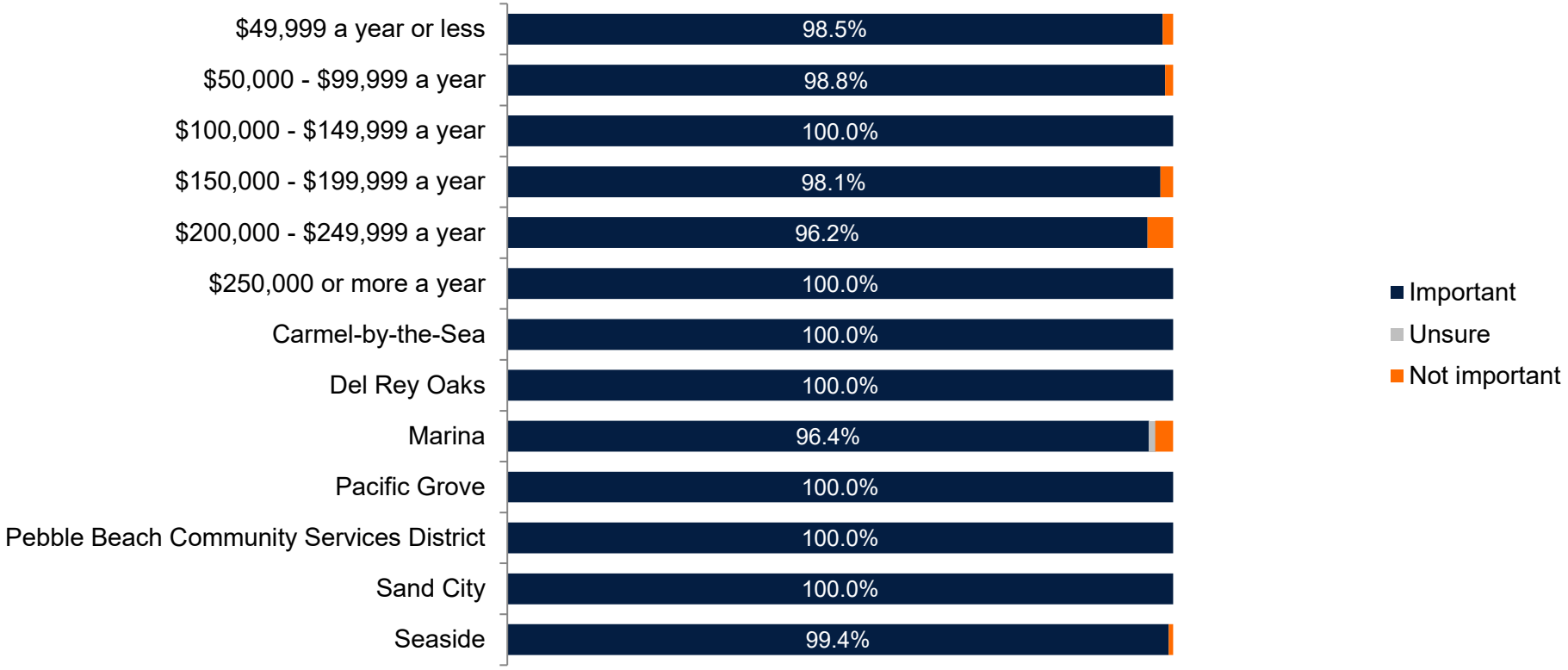
Results by gender, age group, and home type

Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**



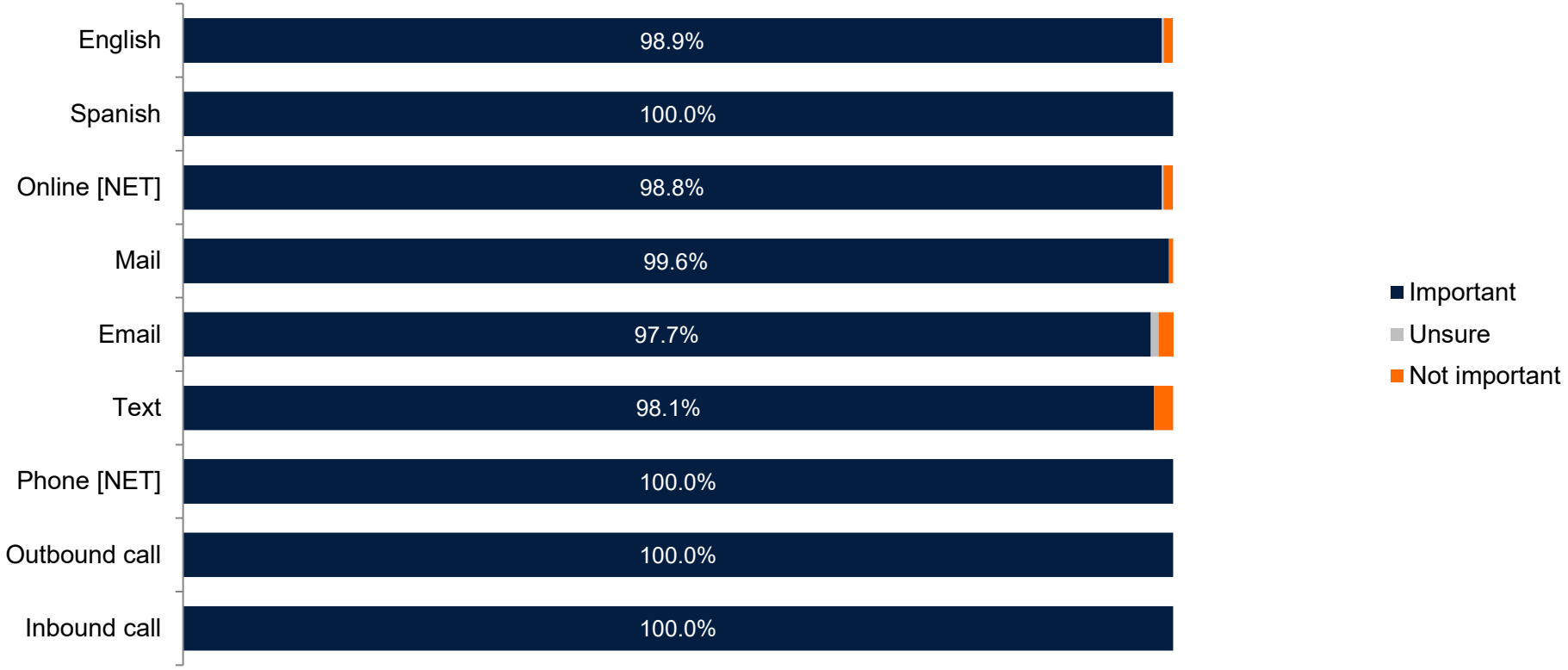
Results by household income and Jurisdiction

Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**



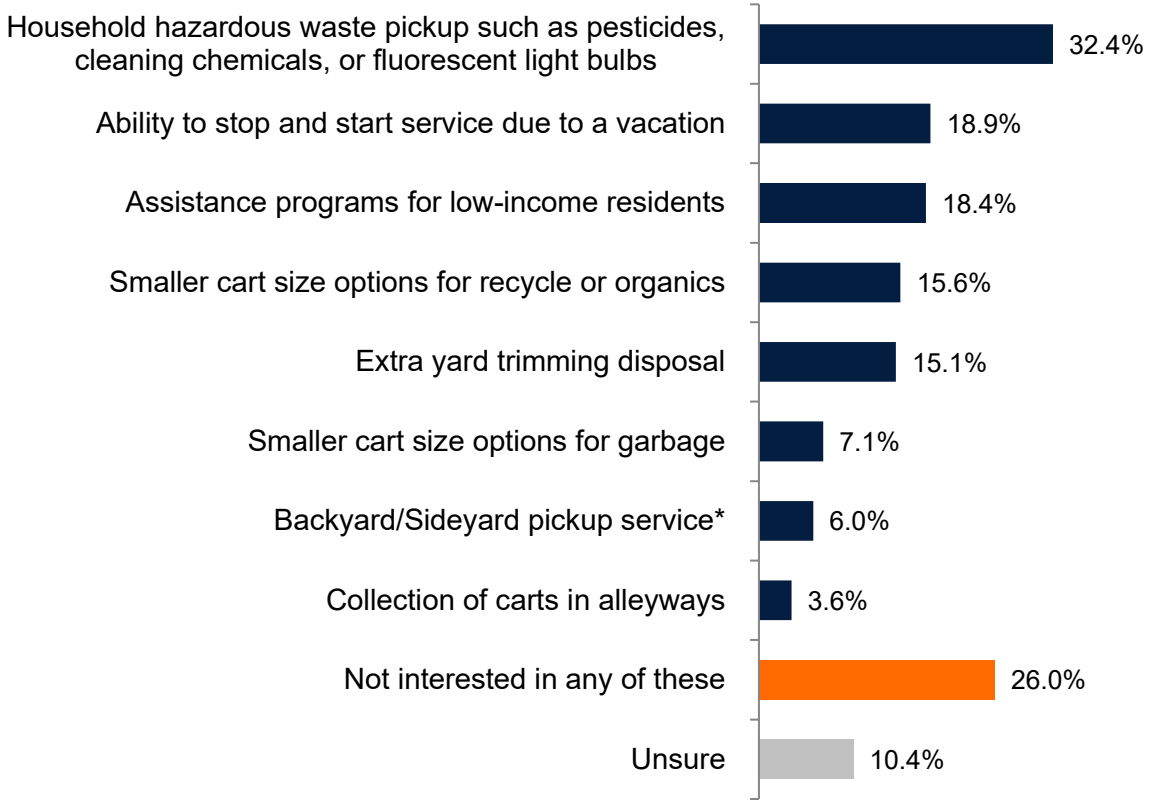
Results by survey language and survey mode

Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**



Residents show greatest interest in household hazardous waste pickup among potential new services

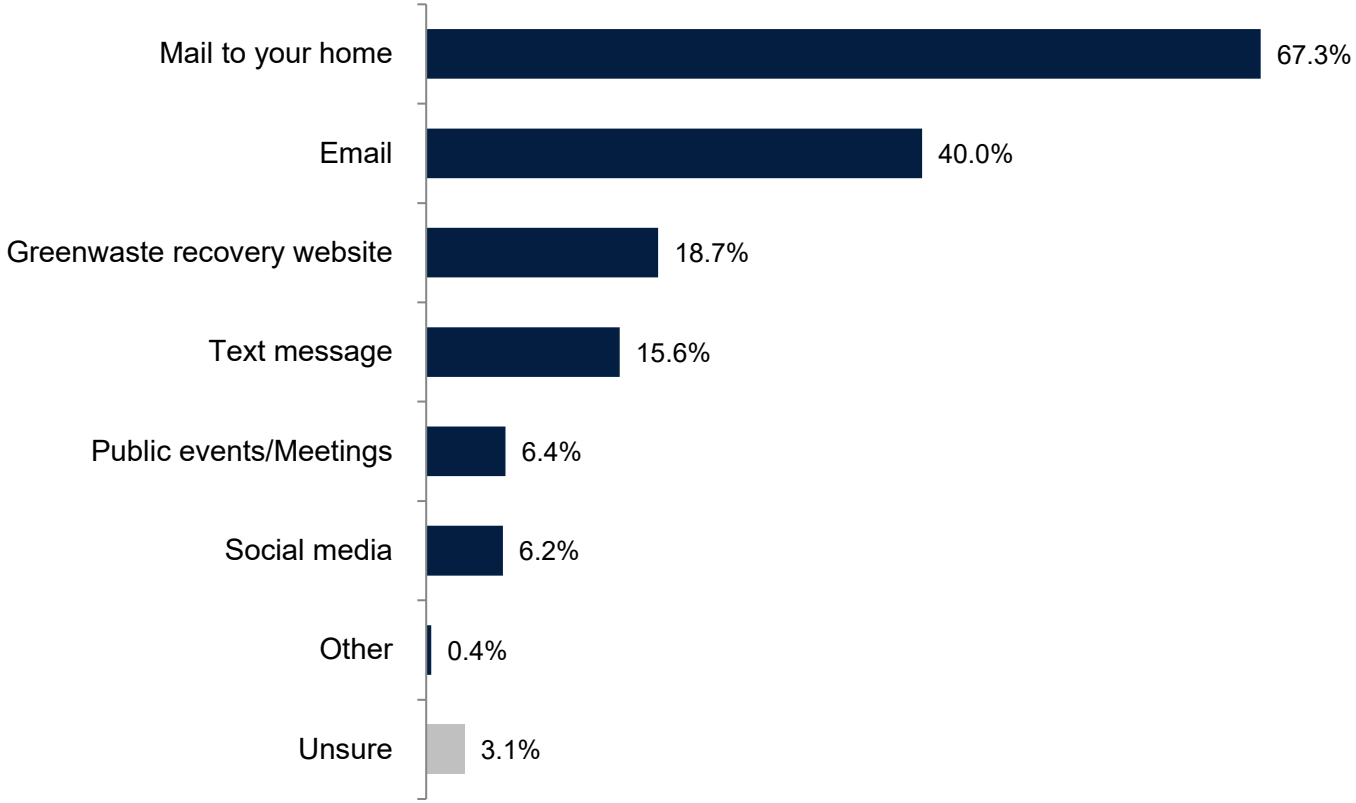
Question 23: GreenWaste Recovery may offer additional services that would come at an increased cost. Please indicate which of the following services you would be interested in. Select all that apply.



*Only included in Marina, Seaside, Del Rey Oaks, and Sand City.

Residents prefer receiving program information by mail, followed by email

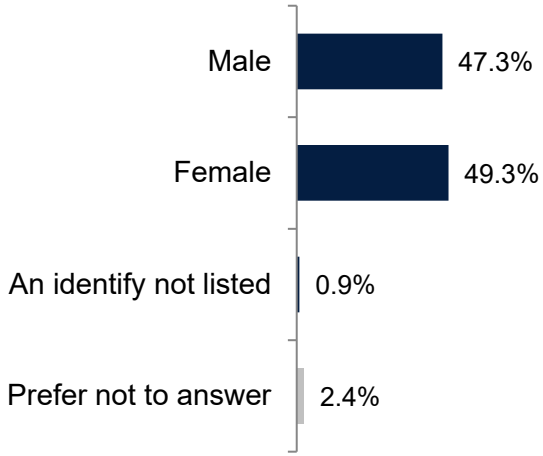
Question 35: How would you prefer to receive information about garbage and recycling programs? Select all that apply.



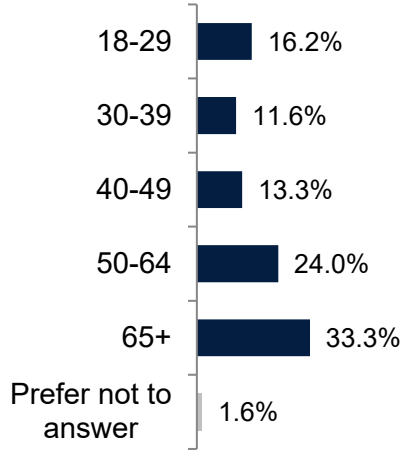
Demographics

Respondent demographics by gender, age group, ethnicity, home type, container type, income, and City

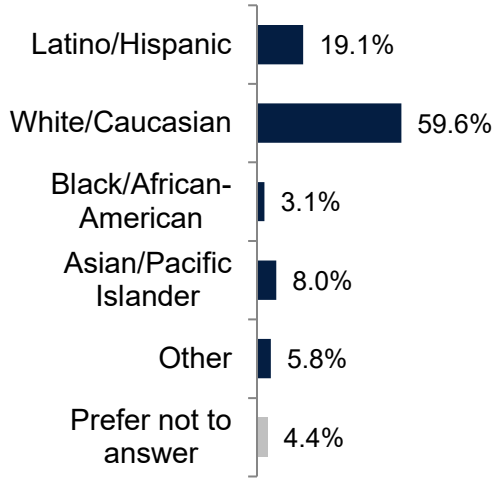
Gender



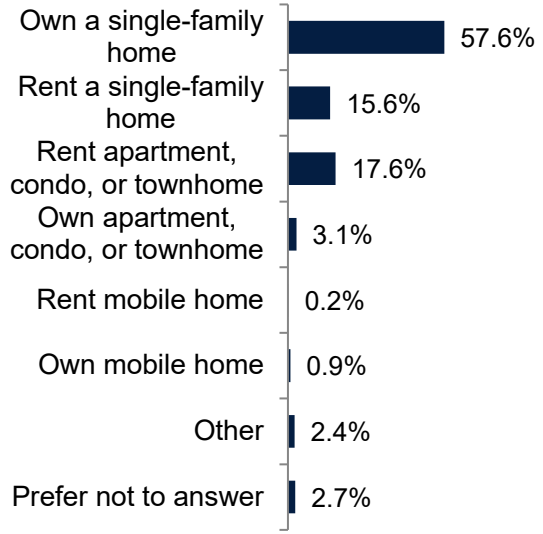
Age Group



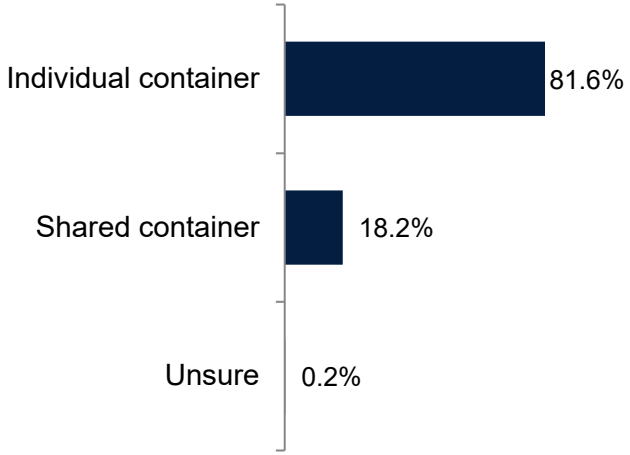
Ethnicity



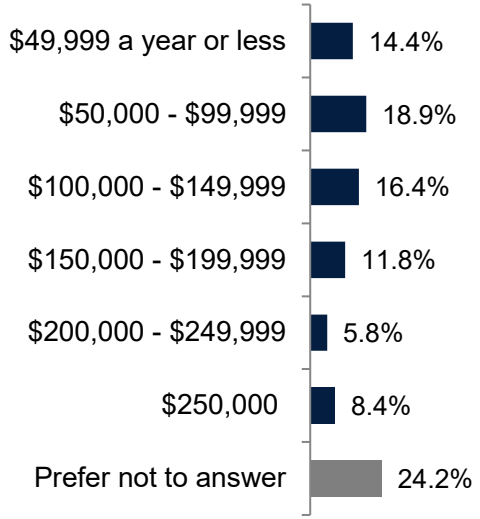
Home type



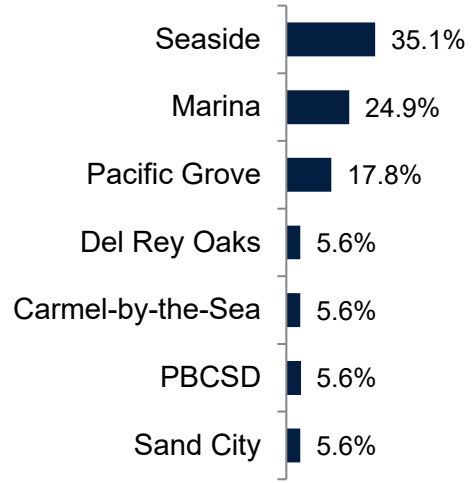
Container type



Income



City



Questions?

Dr. Adam Probolsky, President
O: 949-855-6400 | M: 949-697-6726
E: adam@probolskyresearch.com

Sergio Martinez, Research Analyst
E: sergio@probolskyresearch.com

PROBOLSKY RESEARCH

Opinion Research on Elections and Public Policy

CITY OF PACIFIC GROVE FRANCHISE PROCUREMENT PROCESS INTEGRITY POLICY

City of Pacific Grove is currently in the process of drafting a new franchise agreement for the collection and processing of solid waste, recyclables, and organics, and procuring vendor(s) to provide the franchised services. The intent of this City of Pacific Grove Process Integrity Policy ("Policy") is to provide a fair opportunity for all Respondents to compete to provide franchised services, create an impartial climate during the procurement proceeding, streamline the procurement process, and achieve favorable terms of service for the public.

The City of Pacific Grove City Council, City of Pacific Grove staff, and consultants involved in the franchise procurement intend to employ careful, uniform, and equitable application of this Policy and the franchise procurement process and procedures (including Request for Proposal [RFP] deadlines and requirements) developed by City of Pacific Grove to advance the agency's purposes and the public interest.

A sample schedule of this Policy is attached as a reference tool; the actual timeframe, sequence, and steps are subject to change.

All references herein to "Respondents" includes respondents and prospective respondents to a RFP or a request for sole source negotiations related to franchise agreement(s), and all employees, agents, consultants, lobbyists, and other entities or individuals acting on their behalf.

I. Campaign Contributions

Under state law Government Code section 84308, City of Pacific Grove City Council Members cannot accept from Respondents, and Respondents cannot provide, campaign contributions **greater than $250** in the aggregate while the franchise procurement proceeding is pending and for 12 months after the City Council makes the final decision in the franchise proceeding.

The City of Pacific Grove franchise procurement proceeding is pending from the date this Policy is adopted until the date the City Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding). Note that City of Pacific Grove may award franchise agreements sequentially over the course of the proceeding; the proceeding is expected to be complete when the City Council awards the final franchise agreement. Because the franchise procurement proceeding may be pending for two or more years, more than one election cycle may be affected. If a candidate accepts the $250 contribution limit from a Respondent in one election cycle, they may not be able to accept a contribution of any amount from the Respondent in the next election cycle.

State law provides certain opportunities for City Council Members to cure; if the City Council Member returns at least the portion of the campaign contribution that exceeds $250 within 30 days from the time the City Council Member knows, or should have

known, about the contribution and the franchise procurement proceeding, the City Council Member would be permitted to participate in the franchise procurement proceeding.

The state law limit on campaign contributions applies to any person that is not a current City of Pacific Grove City Council Member but is running for City Council and that is appointed to the City of Pacific Grove City Council after their election. Candidates that are newly appointed to the City of Pacific Grove City Council may need to promptly return campaign contributions greater than $250 that were received from a Respondent within the last 12 months in order to participate in a City of Pacific Grove franchise decision.

In summary, to assist City Council Members and Respondents in complying with Government Code section 84308:

> Respondents: (a) shall not make campaign contributions greater than $250 in the aggregate to any City of Pacific Grove City Council Member from the date of the adoption of this Policy until 12 months after the date the City Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding); and (b) shall disclose on the record of the franchise procurement proceeding any contribution greater than $250 made to a City of Pacific Grove City Council Member within the 12 months before a City Council decision in the franchise procurement proceeding.
>
> City of Pacific Grove City Council Members: (a) should not accept campaign contributions greater than $250 in the aggregate from any Respondent from the date of the adoption of this Policy until 12 months after the date the City Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding); and (b) if a City Council Member has received a campaign contribution greater than $250 from a Respondent within 12 months prior to a decision on a franchise agreement, the City Council Member must disclose receipt of the campaign contribution on the record, and will be disqualified from participating in the franchise proceeding, unless the City Council Member returns the portion of the campaign contribution that exceeds $250 within 30 days from the time the City Council Member knows, or should have known, about the contribution and the franchise procurement proceeding.
>
> Candidates for City Council: if appointed to the City of Pacific Grove City Council, should be prepared promptly to return campaign contributions greater than $250 from a Respondent received within 12 months prior to the candidate's participation in a decision on a franchise agreement.

This Policy is intended to provide guidance to City Council Members and Respondents on how the state law is expected to apply to City of Pacific Grove's

franchise procurement proceeding; to the extent of any inconsistency, state law governs over summaries or interpretations provided in this Policy.

II. Gifts.

Under state law Government Code sections 81000 et seq. (the "Political Reform Act"), and the City of Pacific Grove Conflict of Interest Code (PGMC 2.40), City of Pacific Grove City Council Members, City of Pacific Grove staff and certain consultants that make or participate in making decisions for City of Pacific Grove must report on their Form 700 "Gifts" (as defined in the Act) from a single reportable source of $50 to $590 (in the aggregate), and may not accept Gifts from a single reportable source totaling more than $590 (in the aggregate) in a calendar year (2023-2024 dollar thresholds; subject to change under state law).

This Policy prohibits Gifts **of any value** from a Respondent to a City of Pacific Grove City Council Member, staff, or consultant involved in the franchise procurement from the date this Policy is adopted and for 12 months after the City Council makes the final decision in the franchise proceeding (or the agency formally terminates the franchise procurement proceeding). Thus, this Policy is intended to be **more restrictive** than state law.

New appointees to the City of Pacific Grove City Council should be prepared promptly to return upon appointment to the City of Pacific Grove City Council any Gifts that were received from a Respondent after the date of adoption of this Policy.

City of Pacific Grove intends to apply the Fair Political Practices Commission regulations, interpretations, and other guidance on matters such as defining what constitutes a Gift, exceptions to the definition of Gift, determining the source of a Gift, and determining whether a payment is a behested payment.

In summary:

> Respondents: shall not make Gifts of any value to City of Pacific Grove City Council Members, or City of Pacific Grove staff or consultants involved in the franchise procurement, from the date of the adoption of this Policy until 12 months after the date the City Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).
>
> City of Pacific Grove City Council Members: should not accept Gifts of any value from any Respondent from the date of the adoption of this Policy until 12 months after the date the City Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).

City of Pacific Grove Staff and Consultants Involved in the Franchise Procurement: shall not accept Gifts of any value from any Respondent from the date of the adoption of this Policy until 12 months after the date the City Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).

Nothing in this Policy is intended to relieve City of Pacific Grove City Council Members, staff, or consultants from complying with the provisions of the Political Reform Act, the agency's Conflict of Interest Code, or other applicable law.

III. Communications

Respondents, City of Pacific Grove City Council Members, and City of Pacific Grove staff and consultants involved in the franchise procurement are expected to adhere to the communications protocols described here.

This Policy applies to communications regarding the franchise procurement proceeding and the future provision of franchise solid waste, recycling, or organics services in City of Pacific Grove's jurisdiction. This Policy does not apply to casual social communications, communications regarding the current franchise agreements, or communications unrelated to the new franchise procurement process or the provision of future franchise services. This Policy does not apply to oral communications made on the record at open and noticed public meetings, or written communications submitted to the full City Council and that are part of the public record of City of Pacific Grove. The Policy does not apply to communications at meetings organized by City of Pacific Grove staff with Respondents.

A. Prior to Release of Procurement Documents

From the date of adoption of this Policy until the date City of Pacific Grove first releases procurement documents for some or all future franchise services (e.g., RFP or request for sole source negotiations), communication between Respondents and City Council Members about the franchise procurement process or provision of any future services in City of Pacific Grove's jurisdiction is permitted, subject to the disclosure requirements set forth herein.

Communications, oral or written, between Respondents and City Council Members about the franchise procurement process or provision of any future franchise services in City of Pacific Grove's jurisdiction, shall either (1) be disclosed orally by the City Council Member to the City Council at the next City Council meeting, or (2) be disclosed in writing to the City Clerk prior to the next City Council meeting; the City Clerk shall maintain such written disclosures as part of the public record of the City of Pacific Grove and promptly provide copies of the written disclosure to the other City Council Members. The disclosure shall apprise the City Council and the public of the content of the communication.

B. After Release of Procurement Documents

After the date City of Pacific Grove first releases procurement documents for some or all future franchise services, communications about the franchise procurement process or provision of any future services in City of Pacific Grove's jurisdiction shall be made only through a person or persons designated by the Executive Director as the point of contact for the agency.

The procurement documents will provide instructions for Respondents to make requests for clarification, object to the structure or content of the RFP, ask questions about the procurement, and make other inquiries, and the process City of Pacific Grove will follow to respond to such communications.

Note that City of Pacific Grove may release procurement documents for franchise services sequentially over the course of the proceeding; this section III.B applies when the first procurement documents in the proceeding are released. This communication protocol will expire when the City Council awards the final franchise agreement in the proceeding (or the agency formally terminates the franchise procurement proceeding).

C. Civility

To preserve civility in the franchise procurement proceeding, City of Pacific Grove requests that Respondents focus their communications on the positive aspects of their company, proposal, and offered services, and refrain from engaging in disparaging communications about other Respondents. In extreme cases, (e.g., slander, libel) publicly engaging in such disparaging communications may result in the City of Pacific Grove disqualifying a Respondent from award of a franchise.

IV. Further Restrictions for City of Pacific Grove Consultants

City of Pacific Grove consultants involved in the franchise procurement shall not do any work for any Respondent in connection with this City of Pacific Grove franchise procurement process from the date of the adoption of this Policy (or the date they are retained, whichever is later) until the consultant is no longer involved in the City of Pacific Grove franchise procurement.

V. Application

Respondents: By participating in the procurement, Respondents agree to adhere to this Policy, and are responsible for ensuring compliance with this Policy on behalf of their employees, agents, consultants, lobbyists, or other entities or individuals acting on their behalf. A Respondent's failure to adhere to any section of this Policy may result in the City of Pacific Grove disqualifying the Respondent from award of a franchise.

City of Pacific Grove City Council Members: A City of Pacific Grove City Council Member's failure to adhere to any section of this Policy may result in the City Council Member being disqualified from participating in any franchise decisions.

Staff and Consultants: Staff and consultants who do not adhere to the Policy may be disqualified from working on the franchise procurement, and City of Pacific Grove staff who do not adhere to the Policy may be subject to discipline.

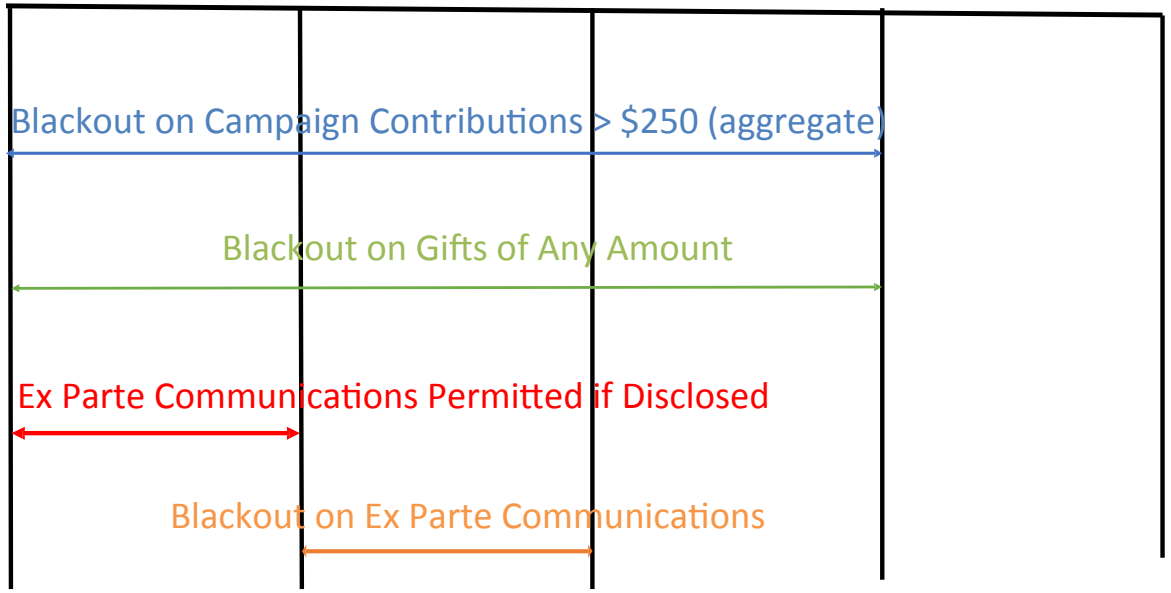
All federal, state, and local laws (and any updates to those laws) continue to apply. To the extent that a member agency of the City of Pacific Grove has adopted campaign contribution laws that are more restrictive than state law or this Policy, this Policy is not intended to supersede those more restrictive laws.

Attachments:

- Sample Schedule

Sample Schedule and Application of Process Integrity Policy

* Actual Timeframes, Sequence, and Steps Subject to Change *



Process Integrity Policy Adopted	Collection RFP Released	Collection FA Awarded	12 Months After Collection FA Awarded	New FA Begins
April/May 2026	2027	2028	2029	2030

Shaping Future Garbage and Recycling Services

City of Pacific Grove Council Meeting

Wednesday, May 6, 2026



Agenda

- Engagement Results:
  - Residential
  - Multi-Family
  - Commercial
  - Industry
- Key Considerations
- Infrastructure and Readiness
- Timeline and Next Steps
- Final Recommendation

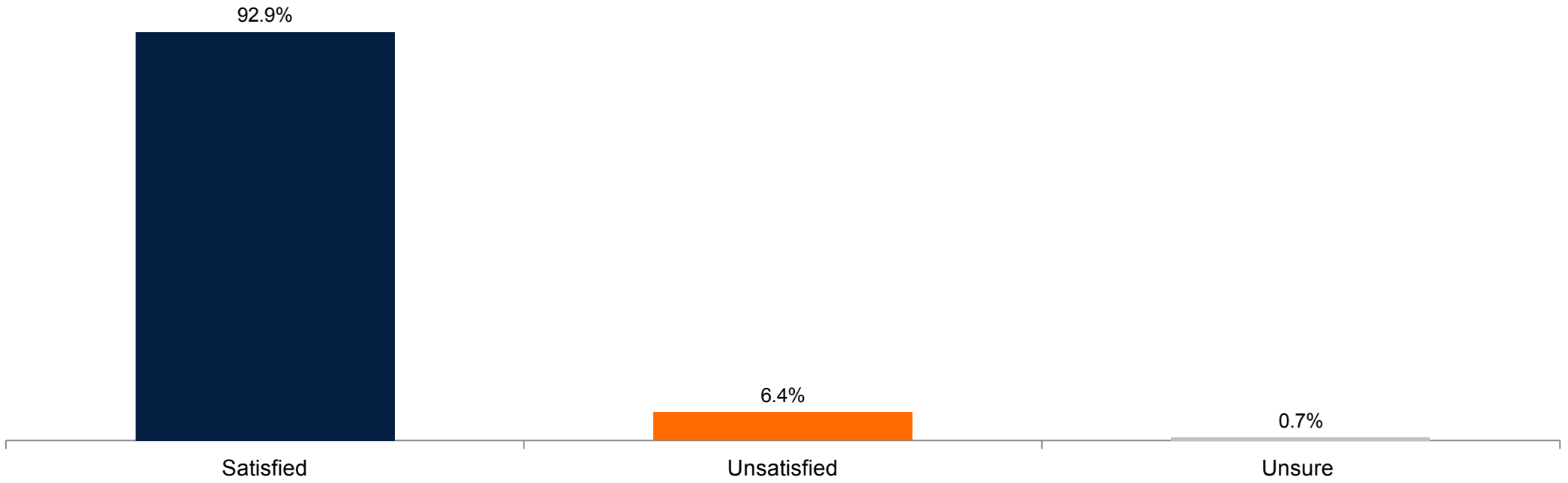


Engagement Results

Residential Survey Results

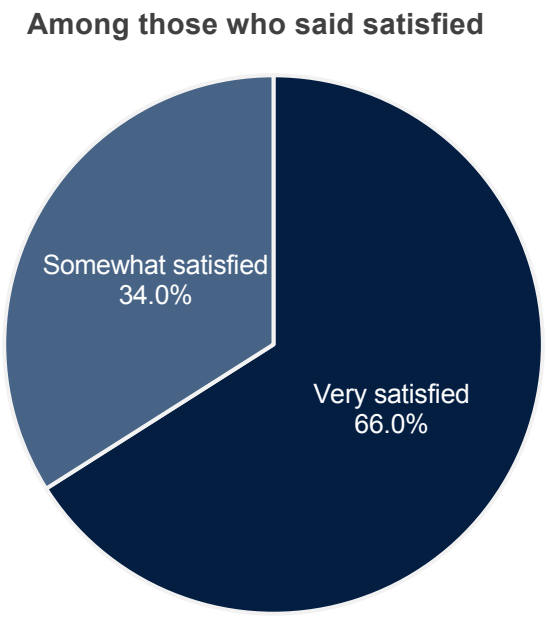
93% are satisfied with the services provided by GreenWaste Recovery

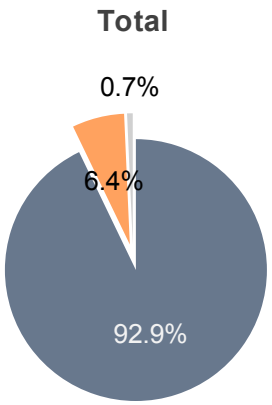
Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?

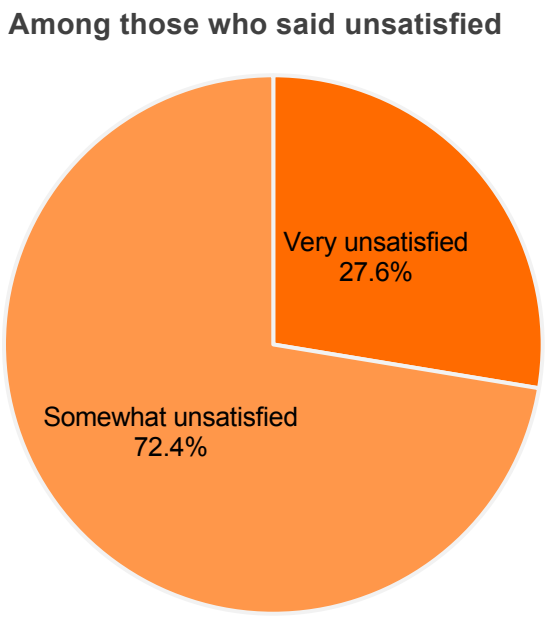


Among those satisfied, 66% are very satisfied

Question 3: In general, how satisfied are you with the services provided by GreenWaste Recovery including collecting and transporting garbage, recyclables, and organic material?

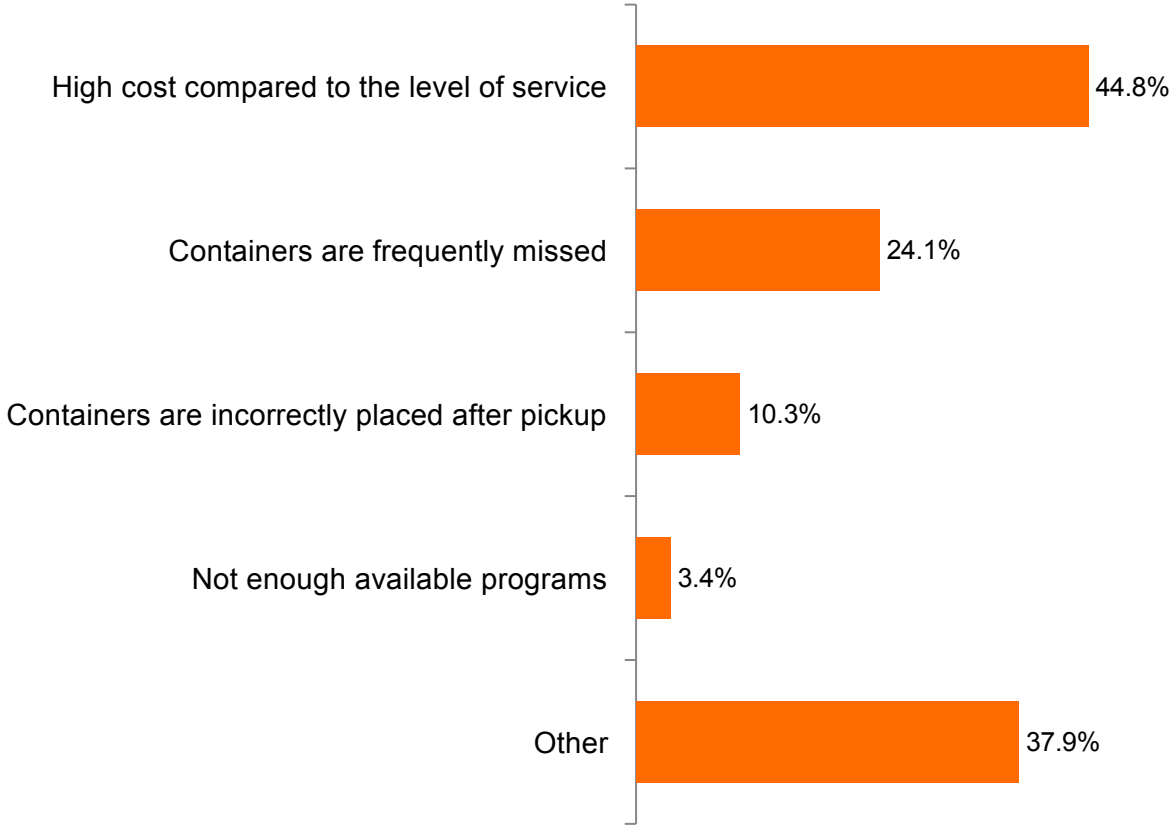


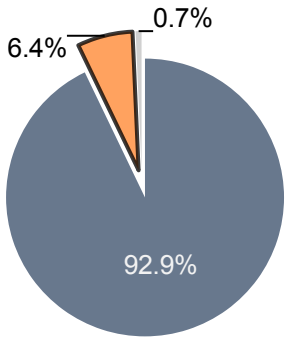




Among the 29 who are unsatisfied, high cost compared to the level of service is the main reason

Question 4: Why aren't you satisfied with the services provided by GreenWaste Recovery? Select all that apply.
[IF ANSWERED UNSATISFIED TO Q3]

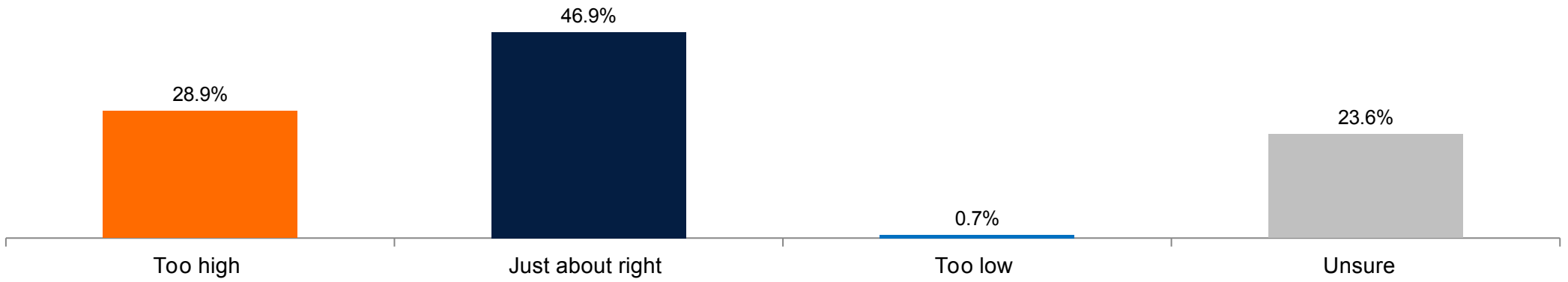




Question asked of respondents unsatisfied with GreenWaste Recovery, representing 6% of the total sample or **29 individuals**.

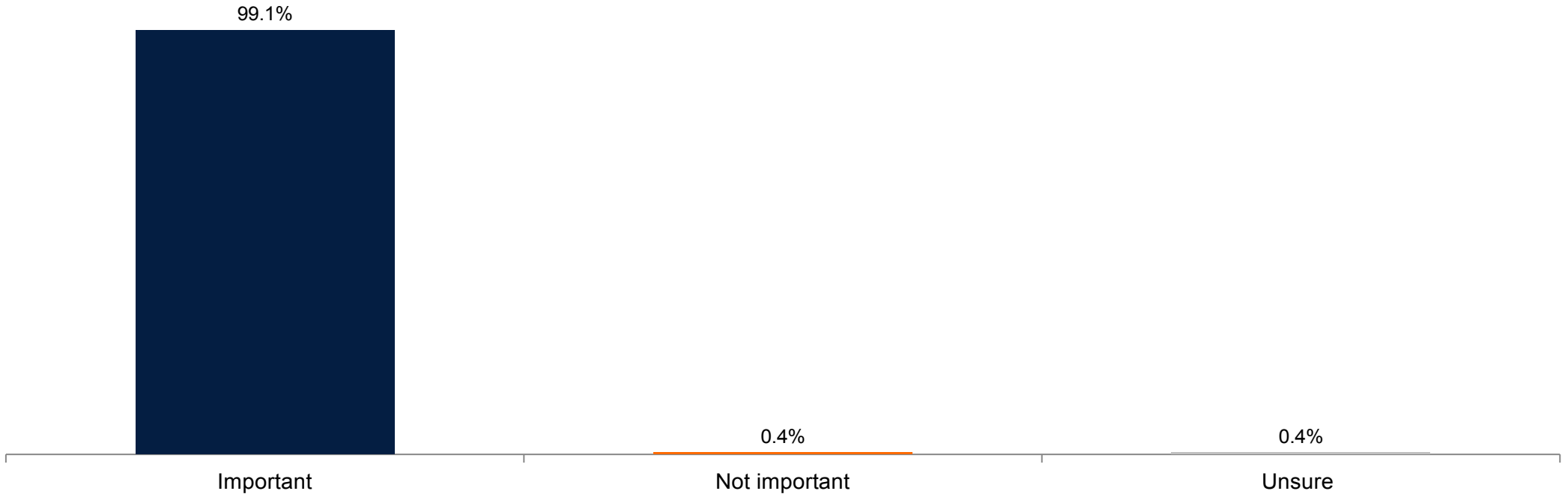
47% think their garbage and recycling bill is just about right

Question 18: Thinking about your quarterly garbage and recycling bill, would you say the amount you pay is:



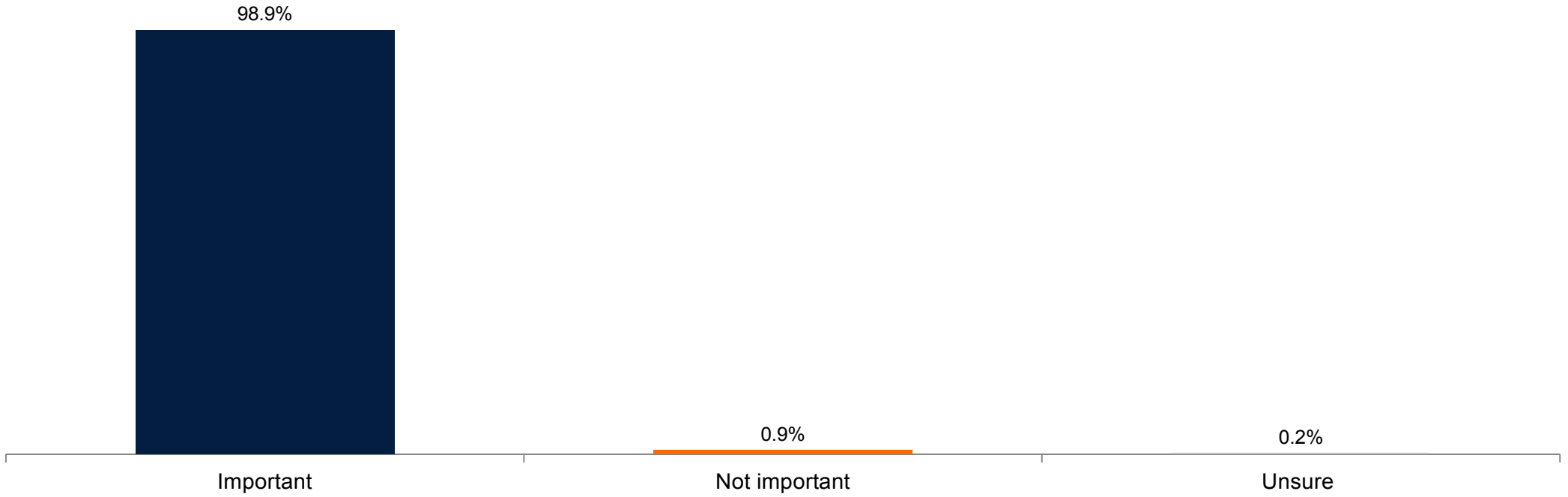
99% say affordability is important

Question 19: How important are each of the following community values when thinking about your garbage and recycling services? **Affordability**



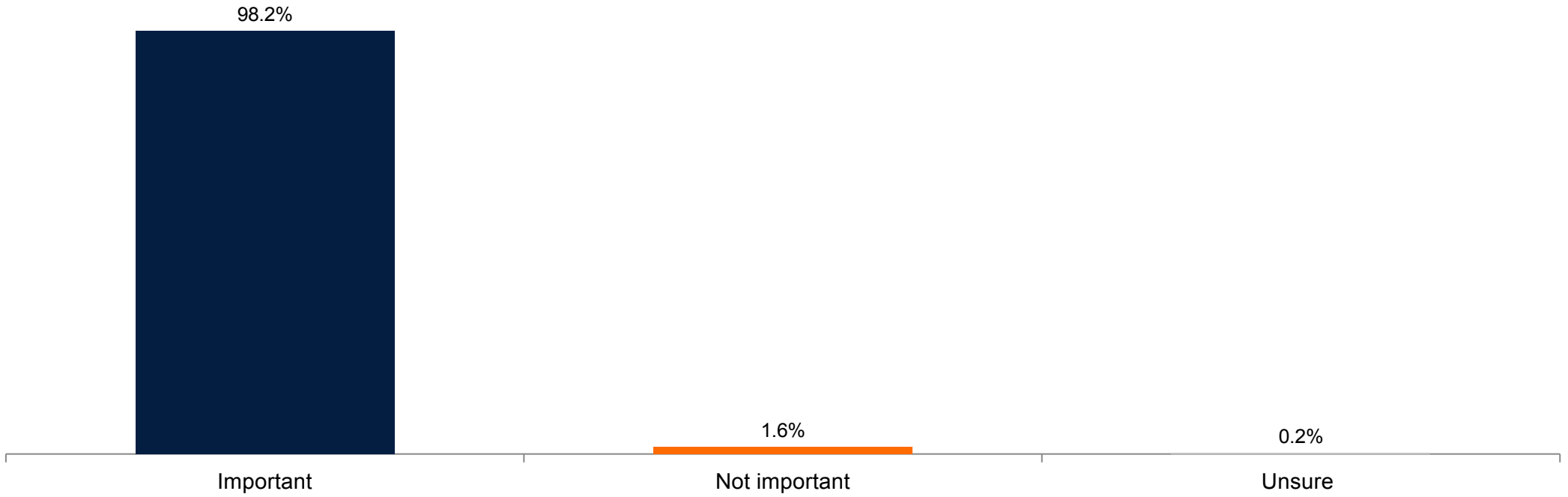
99% say quality of service is important

Question 22: How important are each of the following community values when thinking about your garbage and recycling services? **Quality of service**



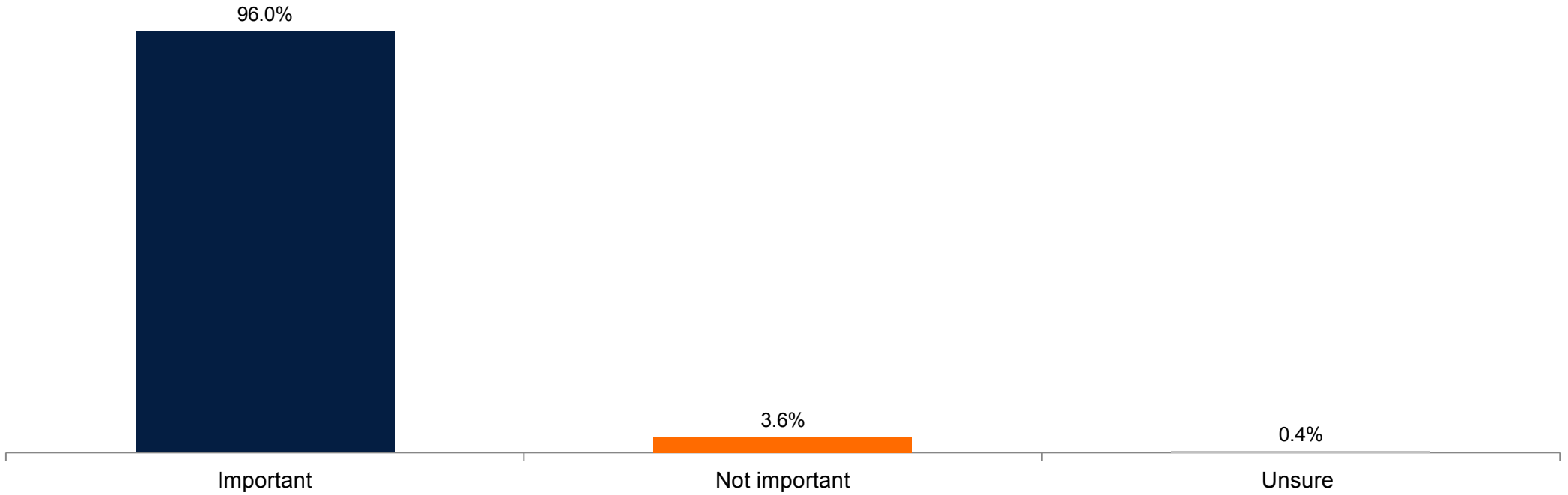
98% say convenience for residents is important

Question 20: How important are each of the following community values when thinking about your garbage and recycling services? **Convenience for residents**



96% say environmental impact is important

Question 21: How important are each of the following community values when thinking about your garbage and recycling services? **Environmental impact**



Residential Community Meeting Results

Residential Community Meetings

February 24 - 26, 2026

- **Three (3) virtual meetings**
  - Tuesday, 5:30pm – 6:30pm
  - Wednesday, 12:00pm – 1:00pm
  - Thursday, 5:30pm – 6:30pm
- **Seventeen (17) community participants**
- **Last meeting offered in English and Spanish**



Residential Feedback

- Satisfied overall with GreenWaste Recovery
- Commonly desired improvements:
    1. More education and outreach opportunities (e.g., bulky item collection, other special collection services, what can/can't be recycled, compliance requirements).
    2. Wider breadth of customizable service options (e.g., ability to choose bin size, textile disposal/collection, HHW).
    3. More features on the phone app (e.g., submitting a missed-pickup complaint, viewing a comprehensive list of recyclable materials, requesting on-demand services).
    4. Better customer service response time and quality of support.



Multi-Family (MFD) Engagement Results

Multi-Family Engagement

February 9 – March 4, 2026

- Initial desktop review
- Forty-six (46) total outreach attempts
- Seven (7) teleconferences completed
- Properties ranged from 8 to 106 units



MFD Feedback

- Satisfied overall with GreenWaste Recovery
- Commonly desired improvements:
  - Sensitivity to rates and cost impacts
  - Consistent, high-quality service
  - Improved customer service
  - More consistent education and outreach across sites
  - Support for addressing illegal dumping



Commercial Engagement Results

Commercial Engagement

February 13 – March 2, 2026

- Initial desktop review
- Thirty-four (34) total outreach attempts
- Fifteen (15) teleconferences completed



Commercial Feedback

- Mixed reviews on overall satisfaction with GreenWaste Recovery
- Commonly desired improvements:
  - Rates and cost impacts
  - Reliable, consistent, high-quality service
  - Collection for difficult-to-access or hard-to-service locations
  - Cardboard collection program
  - Education and outreach efforts



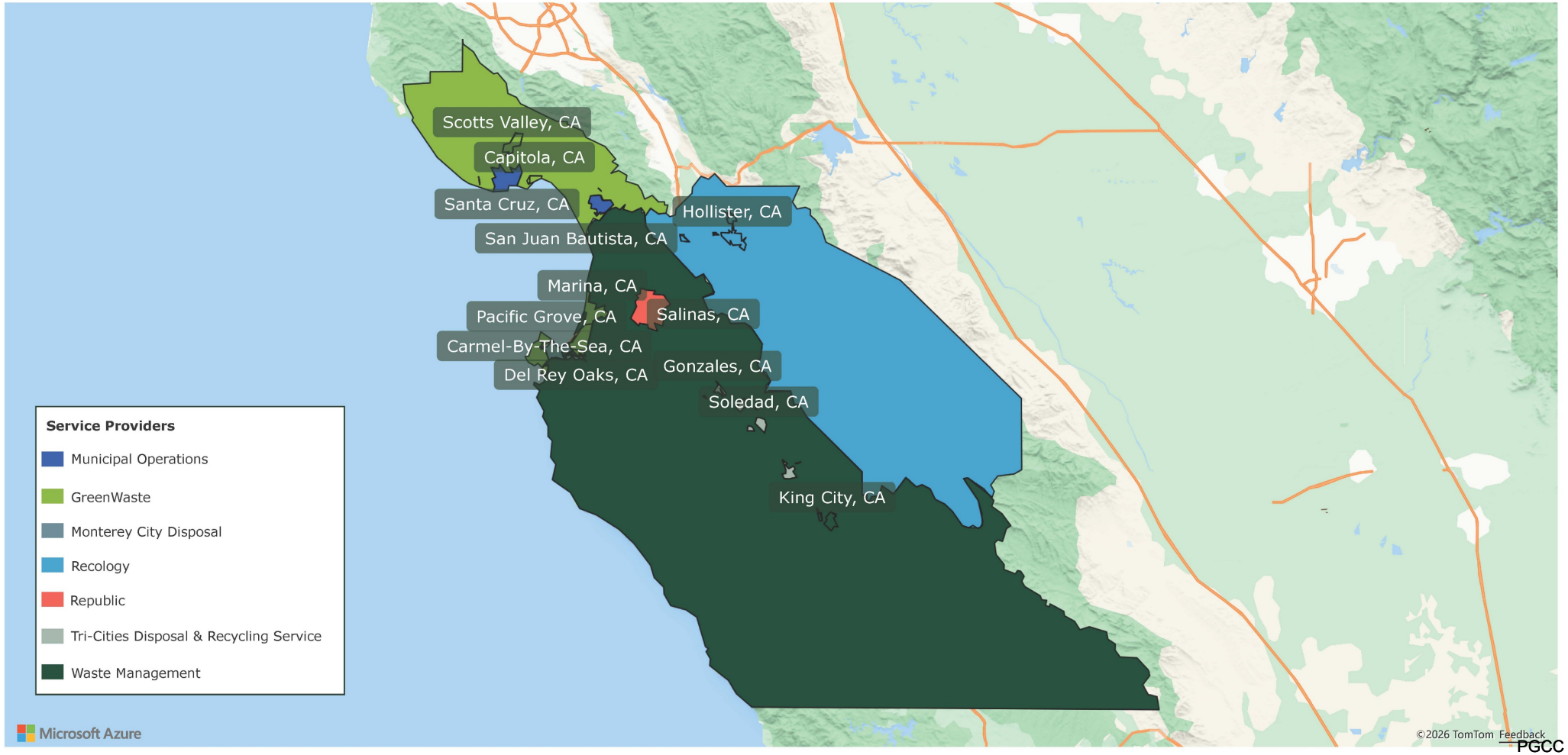
Industry Engagement Results

Industry Engagement

- Five (5) service provider presentations
  - Mid Valley Disposal
  - Recology
  - Republic Services
  - Waste Connections
  - Waste Management
- All expressed interest in future partnerships
- All noted that ReGen facilities provide a turnkey operation



Haulers


Scotts Valley, CA
Capitola, CA
Santa Cruz, CA
Hollister, CA
San Juan Bautista, CA
Marina, CA
Pacific Grove, CA
Salinas, CA
Carmel-By-The-Sea, CA
Gonzales, CA
Del Rey Oaks, CA
Soledad, CA
King City, CA
Service Providers
Municipal Operations
GreenWaste
Monterey City Disposal
Recology
Republic
Tri-Cities Disposal & Recycling Service
Waste Management
Microsoft Azure
©2026 TomTom Feedback

GreenWaste Recovery

- Enthusiasm to continue providing service to the community
- Openness to sole-source negotiations
- Projected potential future cost increase greater than typical inflationary amount
- Indicated risk of acquisition or sale



Key Considerations

Good Governance

- Ensures a transparent and defensible procurement process
- Delivers best value through competitive pricing and performance
- Builds public accountability and confidence in long-term contract decisions



Affordability

- Sole-source discussions suggested potential cost increases above typical inflation
- Preliminary pricing involved trade-offs for Member Agencies and customers
- Competitive proposals would validate pricing and improve insight into cost drivers



Satisfaction with Service

- High customer satisfaction across the service area
- Strong performance attributed to frontline drivers and customer service staff
- TAC Subgroup strongly supports GreenWaste's participation in an RFP
- Labor protection provisions would help maintain service continuity



Assignment Risk

- Prior ownership change resulted in greater management turnover than expected
- Private equity ownership introduces long-term uncertainty
- RFP allows strengthened contract protections for future ownership changes



Infrastructure and Readiness

ReGen Infrastructure

- Public ownership of key collection, processing and disposal assets
- Turnkey infrastructure lowers barriers for qualified operators
- Asset control supports cost-effective, competitive service delivery



Timeline and Next Steps

Timeline and Next Steps

- **Late 2026**: RFP development and release to qualified service providers
- **2027**: Proposal review, interviews, evaluations, and multi-agency coordination
- **Early 2028**: Contract negotiations and approval by Member Agency elected bodies
- **2028-2030**: Transition period for vehicles, infrastructure, and community outreach
- **Throughout**: Process Integrity Policy applied to ensure fairness and transparency



Final Recommendation

Recommended Action

- Adopt a Resolution approving the recommendation from ReGen Monterey's Technical Advisory Committee's Subgroup to initiate a competitive request for proposal process for solid waste, recycling, and organics collection services, and approve the Process Integrity Policy.

Thank you!

RESOLUTION NO. 26-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE INITIATING COMPETITIVE REQUEST FOR PROPOSAL PROCESS FOR SOLID WASTE, RECYCLING, AND ORGANIC COLLECTION SERVICES & ADOPTING RELATED PROCESS INTEGRITY POLICY

WHEREAS, the City of Pacific Grove manages a franchise agreement for residential and commercial garbage, recycling, and organic collection services with GreenWaste Recovery that is set to expire in 2030; and

WHEREAS, City of Pacific Grove, City of Del Rey Oaks, City of Seaside, Sand City, City of Marina, Pebble Beach Community Services District, and City of Carmel-by-the-Sea (Member Agencies) desire to participate in a regional Request for Proposal process to collectively solicit proposals for future garbage, recycling, and organic collection services; and

WHEREAS, staff recommends the City Council adopt a Process Integrity Policy as best practices and guidance for elected officials and management staff to follow while engaged in forthcoming Request for Proposal process; and

WHEREAS, on this date the City Council has received and reviewed a report from the staff recommending the City initiate a competitive Request for Proposal process for future garbage, recycling, and organic collection services and adopt related Process Integrity Policy.

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 initiation of a competitive Request for Proposal process for future garbage, recycling, and organic collection and services.

3. After considering written staff report and verbal testimony, the Process Integrity Policy is hereby approved as attached to this Resolution, which by this reference are 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 _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

_____
NICK SMITH, Mayor

ATTEST:
DATED:_____

_____
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:

_____
ALEX 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:	Daniel Gho, Public Works Director/Deputy City Manager
MEETING DATE:	May 06, 2026
SUBJECT:	Installation of a 4-way Stop at the Intersection of Congress, Central and Lighthouse Avenue
CEQA:	Categorical Exemption, CEQA Guidelines Section 15301, Class I, Existing Facilities

RECOMMENDATION

1. Receive report and authorize staff to install a 4-way stop at the intersection of Lighthouse, Congress and Central Avenue and all associated actions consistent with installation of a 4-way stop.
2. Alternatively, discuss and take other action related to this item.

DISCUSSION

In the fall of 2025, the City Council provided direction to staff to evaluate the intersection of Lighthouse, Congress, and Central Avenue for a potential all-way stop. The Department of Public Works, along with our contract traffic engineer, began our review of the intersection in September 2025. Following the intersection evaluation, a report was prepared and presented to the Traffic Commission in March 2026. The Traffic Commission received the report and opted to make a recommendation to the City Council to endorse the installation of a 4-way stop at the intersection of Lighthouse, Congress, and Central.

Current Conditions:

Lighthouse Avenue, between Cedar Street and 13th Street, serves as the City's principal downtown corridor. The roadway consists of one travel lane in each direction, with high-visibility crosswalks provided at selected intersections. The corridor has a posted speed limit of 15 mph.

The intersection of Lighthouse, at Congress and Central, is currently controlled by two all-way stop signs. All four legs contain ladder-style crosswalks with curb ramps that do not fully comply with current ADA standards. The east leg includes a 10-foot-wide median island accommodating U.S. Postal Service (USPS) mail drop boxes with striped approach lanes serving both directions. An eastbound left-turn lane is also provided. The intersection is adjacent to a USPS facility, a gas station, Caledonia Park, retail, and restaurants.

Observations & Intersection Performance:

Field observations conducted in September 2025 revealed that many motorists approach the intersection

under the assumption that it operates as an all-way stop, leading to hesitation, confusion, and inconsistent yielding behavior. This uncertainty frequently results in delayed pedestrian crossings, unexpected vehicle stops, and erratic driver maneuvers, particularly during peak periods.

Intersection turning movement counts were conducted in October 2025, which resulted in a midday peak of 1,239 vehicles, 225 pedestrians, and 15 bicycles.

In accordance with CA MUTCD Section 2B.07, all-way stop control may be warranted when five or more correctable collisions occur within a 12-month period. For this location, the collision review period of August 1, 2024, to August 30, 2025, identified five right-angle (broadside) collisions within the intersection. The five-year collision history (September 22, 2020, to September 23, 2025) identified nine reported crashes within approximately 70 feet of the intersection.

When considered alongside the balanced approach of traffic volumes and substantial pedestrian crossing activity, these findings demonstrate that the intersection meets the CA MUTCD criteria for installation of all-way stop control to improve safety and operational clarity.

Recommendations noted in the Traffic Engineering Report:
Based on field observations, operational analysis, and a review of collision history, the following recommendations are provided to improve safety, accessibility, and operational performance at the intersection of Congress Avenue and Lighthouse Avenue and within the surrounding downtown corridor.

1. Install all-way stop control
2. Refresh pavement markings and signage

Additional recommendations noted in the report:

1. Implement AB 413 and ADA improvements: This recommendation has already been completed
2. Relocate the USPS drop box; this will have to be coordinated with USPS, but may not be necessary with the implementation of the all-way stop control
3. Develop a downtown specific plan
4. ADA ramps do not meet current standards: Consider upgrading in the future

Next Steps:
If the Council approves City Staff to proceed with the installation of a 4-way stop at the intersection of Lighthouse, Congress, and Central Avenue, the next steps are noted below.

1. Review the layout and procure the necessary signs
2. Deploy traffic message boards informing the public of the future stop sign, in both directions of Lighthouse
3. Post on the City's social media outlets
4. Post in City Managers news letter
5. Installation after outreach

OPTIONS
Do not approve the installation of a 4-way stop and leave the intersection as is.

FINANCIAL IMPACT:

The implementation of a 4-way stop at the intersection of Lighthouse, Congress, and Central can be administered through the Public Works operations budget. The other recommendations, such as the development of a downtown plan or upgrading the curb ramps at the Lighthouse, Congress, and Central intersection, would have to be funded through the Capital Improvements Program.

FOCUSED PRIORITY AREA: Infrastructure

Attachments

Intersection Report
Layout
Presentation

4LEAF, INC.

Traffic Engineering Report

Intersection of Congress Avenue and Lighthouse Avenue

City of Pacific Grove

Prepared by: Adolfo Gonzalez
4Leaf, Inc.

Date: November 14, 2025

Executive Summary

This report evaluates vehicles, pedestrian, and bicycle conditions at the intersection of Congress Avenue and Lighthouse Avenue in the City of Pacific Grove. The analysis identified multiple safety and operational deficiencies associated with inconsistent traffic control, limited pedestrian protection, and obstructed sightlines caused by angled parking and median features.

Based on traffic count data, field observations, and a review of the five-year collision history, the intersection meets the California Manual on Uniform Traffic Control Devices, Section 2B.07 criteria for the installation of All-Way Stop Control. Implementation of All-Way Stop Control will address current deficiencies and enhance intersection safety, accessibility, and operational clarity, supporting the City's goal of creating a safer, more walkable downtown environment.

INTRODUCTION

The City of Pacific Grove retained 4Leaf, Inc. to evaluate traffic, pedestrian, and bicycle conditions at the intersection of Congress Avenue and Lighthouse Avenue. The purpose of this study is to assess existing operational and safety conditions, identify contributing factors to vehicle and pedestrian conflicts, and recommend improvements consistent with California Manual on Uniform Traffic Control Devices (CA MUTCD) standards to enhance downtown mobility and safety.

EXISTING CONDITIONS

Lighthouse Avenue, between Cedar Street and 13th Street, serves as the City's principal downtown corridor. The roadway consists of one travel lane in each direction, with high-visibility crosswalks provided at selected intersections. The corridor measures approximately 78 feet in width and carries a posted speed limit of 15 mph.

The subject intersection is currently controlled by two-way stop signs on Congress Avenue. All four legs contain ladder-style crosswalks with curb ramps that do not fully comply with current ADA standards. The east leg includes a 10-foot-wide median island accommodating U.S. Postal Service (USPS) mail drop boxes with striped approach lanes serving both directions. An eastbound left-turn lane is also provided.

The intersection is adjacent to several pedestrian and vehicular trip generators, including the USPS facility, a Shell gas station, Caledonia Park, and multiple retail and dining establishments. Parking configurations vary from angled parking between Cypress Avenue and Congress Avenue to parallel parking between Congress Avenue and Park Street, resulting in diverse maneuvering patterns and potential conflicts.

FIELD OBSERVATIONS

Field observations conducted in September 2025 revealed that many motorists approach the intersection under the assumption that it operates as an All-Way Stop, leading to hesitation, confusion, and inconsistent yielding behavior. This uncertainty frequently results in delayed pedestrian crossings, unexpected vehicle stops, and erratic driver maneuvers, particularly during peak periods.

Additional safety concerns were documented, including:

- Abrupt merging movements from vehicles using the USPS median mail-drop lanes, creating potential conflicts with through traffic.
- Restricted sight distance caused by angled and on-street parking located too close to crosswalks.
- Non-compliant Americans with Disabilities Act (ADA) curb ramps, which lack proper alignment, slopes, and tactile warning surfaces; and
- Faded striping, worn pavement markings, and inconsistent speed-limit signage, all of which reduce visibility and driver awareness approaching the intersection.

These combined conditions contribute to operational inefficiency, reduced pedestrian comfort, and elevated collision potential at this high-activity downtown intersection.

SAFETY AND OPERATIONAL PERFORMANCE

Turning-movement counts (TMC) collected on October 14, 2025 (Attachment 1) show that the midday period exhibits the highest overall multimodal activity, followed by the PM peak.

Peak Period	Time	Vehicles (veh/peak)	Pedestrians (persons/peak)	Bicycles (veh/peak)
AM Peak	7:00 – 9:00 a.m.	771	46	2
Midday Peak	11:00 a.m. – 1:00 p.m.	1,239	225	15
PM Peak	4:00 – 6:00 p.m.	1,111	138	3

A review of the most recent five-year collision history (September 22, 2020, to September 23, 2025) identified nine reported crashes within approximately 70 feet of the intersection. In accordance with CA MUTCD Section 2B.07, All-Way Stop Control (AWSC) may be warranted when five or more correctable collisions occur within a 12-month period.

For this location, the collision review period of August 1, 2024, to August 30, 2025, identified five right-angle (broadside) collisions within the intersection. The CA MUTCD specifies that correctable collisions are those "susceptible to correction" through installation of multi-way stop control, including right-angle and turning-movement collisions.

The AWSC warrant analysis (Attachment 2), conducted in accordance with CA MUTCD Section 2B.07 – Multi-Way Stop Applications, confirmed that Criterion B (Crash Warrant) was satisfied. The predominance of right-angle and turning collisions is characteristic of insufficient intersection control and inconsistent driver expectations, particularly in a high-activity pedestrian corridor.

When considered alongside the balanced approach traffic volumes and substantial pedestrian crossing activity, these findings demonstrate that the intersection meets the CA MUTCD criteria for installation of All-Way Stop Control to improve safety and operational **clarity.**

SIGHT DISTANCE AND DAYLIGHTING

California's Daylighting Law (AB 413), effective January 1, 2025, prohibits parking within 20 feet of any marked or unmarked crosswalk to improve sight distance for pedestrians and drivers. Review of existing conditions indicates that portions of the intersection do not fully meet this requirement due to parking located close to the crosswalks. Leg curb is currently present on the west and east sides of Central Avenue and along the north side of the west

leg of Lighthouse Avenue, but these treatments do not provide full daylighting coverage at all crosswalk approaches.

RECOMMENDATIONS

Based on field observations, operational analysis, and a review of collision history, the following recommendations are provided to improve safety, accessibility, and operational performance at the intersection of Congress Avenue and Lighthouse Avenue and within the surrounding downtown corridor.

1. Install All-Way Stop Control

It is recommended that the intersection be converted to AWSC to establish uniform right-of-way control, reduce collision frequency and severity, and enhance pedestrian safety.

The AWSC installation should include:
• STOP (R1-1) signs on all approaches with "ALL WAY" (R1-3P) supplemental plaques.
• STOP AHEAD (W3-1) advance warning signs on the major street approaches.
• New or refreshed pavement markings, including limit lines, crosswalks, and "STOP" legends, in accordance with CA MUTCD (2014 Edition, Rev. 9) and Caltrans Standard Plans A20A-A24G.
• Removal of any existing or redundant signage and pavement markings that conflict with the new stop control configuration.

The AWSC installation will improve driver expectancy, reduce confusion among motorists who currently assume an all-way stop exists, and enhance pedestrian safety at this high-activity downtown location.

ADDITIONAL CONSIDERATIONS.

1. Implement Daylighting Law (AB 413) and ADA Improvements

The City may wish to consider implementing daylighting measures consistent with AB 413 to improve intersection visibility. This may include restricting parking within 20 feet of all marked crosswalks and evaluating the existing ADA parking stall on the southwest corner, which does not meet current ADA standards and limits eastbound sight distance. Relocating the ADA stall to a nearby location could maintain convenient access to surrounding businesses and public amenities while improving pedestrian visibility and overall safety.

2. Refresh Pavement Markings and Regulatory Signage

To improve consistency and visibility throughout the intersection, any faded, damaged, or non-conforming regulatory and warning signs should be replaced or reinstalled per Caltrans Standard Specification §82-2, and sign placement should be verified to meet CA MUTCD Chapter 2A standards for mounting height, lateral offset, and required sight distance. These measures will reinforce the effectiveness of the new traffic control and support long-term safety and clarity for all users.

3. Relocate USPS Mail Drop Boxes

The existing USPS mail drop boxes located on the median island along the east leg of Lighthouse Avenue contribute to unpredictable vehicle movements and create potential conflict points with through traffic. While the collision history does not indicate that crashes were directly attributed to vehicles exiting the drop box area, the current configuration encourages abrupt merging and hesitation near the intersection.

The city should coordinate with USPS to evaluate a suitable curbside alternative that allows safe and direct pull-out and re-entry movements, minimizes interference with intersection operations, and provides adequate sight distance for motorists and pedestrians. Relocating the drop boxes would reduce midblock merging behavior, improve intersection operations, and support the City's broader traffic safety objectives.

4. Develop a Downtown Specific Plan

While the above measures provide immediate operational and safety benefits, the City may also wish to consider a corridor-level planning effort to support long-term, consistent improvements. Developing a Downtown Specific Plan could help standardize crosswalk, striping, and speed management strategies; ensure ADA compliance across sidewalks, ramps, and crossings; evaluate parking layout and accessibility; and incorporate streetscape, parklet, and pedestrian circulation enhancements aligned with the City's downtown vision. Such a plan would provide a unified framework for future capital improvements and support the City's goal of a safe, accessible and vibrant downtown Pacific Grove.

CONCLUSION

The intersection of Lighthouse Avenue and Congress Avenue exhibits clear operational and safety deficiencies warranting immediate corrective action. Installation of AWSC will reduce collision potential, improve driver behavior, and enhance pedestrian safety through uniform traffic control. Implementation of daylighting measures per AB 413 will further improve sight distance and pedestrian visibility, ensuring compliance with current state law.

Although these near-term improvements will significantly enhance local safety and operations, a corridor-level planning effort through a Downtown Specific Plan should be pursued to create consistent roadway design standards, optimize parking, and advance the City's long-term vision of a safe, accessible, and economically vibrant downtown Pacific Grove.

Prepared by: Adolfo Gonzalez 11/18/2025
Adolfo Gonzalez, P.M.

Approved by: Jon Blank 11/18/25
Jon Blank, PE
TR2190

Stop Sign Layout





General Notes:

This is a schematic layout and is not to scale. All pavement markings, signs, and traffic control devices shall conform to the 2025 Caltrans Standard Plans & Specifications and the California Manual on Uniform Traffic Control Devices (CA MUTCD), 2014 Edition, Revision 9.

1. **Refer to Caltrans Standard Plans A20A-A24G for pavement markings and RS2, RS6 for signing details.**
2. **Striping and pavement markings shall be thermoplastic.**
3. **New traffic signs shall utilize high-intensity retroreflective sheeting and shall be in accordance with Caltrans Standards.**
4. **Materials, colors, symbols and dimensions shall be in accordance with Caltrans Standards and the CA MUTCD.**

Notes:

1. **Install R1-1 & R1-P on square post.**
2. **Install 13' of red curb.**
3. **Install STOP pavement message and 12" limit line.**
4. **Remove Type IV LT arrow. Install STOP pavement message and 12" limit line.**
5. **Refresh Detail 22.**
6. **Remove Detail 38A.**
7. **Remove existing Type IV LT arrow. Install Type VII (L) Arrow.**
8. **Install Detail 38A.**
9. **Refresh SLOW 15 and install MPH**
10. **Refresh crosswalks.**
11. **Remove existing STOP pavement message. Install 12" limit line and STOP pavement message.**
12. **Install 20' of red curb.**
13. **Refresh Detail 38A and install YIELD pavement message.**
14. **Install 16' of red curb.**

Congress Ave & Lighthouse Ave
All-Way Stop Installation

Date: 11-18-2025

Prepared by: Adolfo Gonzalez
Adolfo Gonzalez, PM

Approved by: Jon Blank
Jon Blank, Traffic Engineer

TR2190

4LEAF, INC.



Intersection of Congress, Central and Lighthouse

City of Pacific Grove
City Council

May 6, 2026

Current Conditions

Downtown Lighthouse Corridor runs between Cedar and 13th Street, Corridor is 15 MPH

Has high visibility crosswalks at intersections

Lighthouse, Central and Congress is controlled by two-way stop signs on Central and Congress

Intersection acts like a 4-way stop

Observations

- Mail drop off creates potential conflicts
- Curb ramps are non-compliant
- Updated signage and stripping needs to occur

- Midday Peak 11:00 am -1:00 pm
  - 1,239 vehicles
  - 225 Pedestrians
  - 15 bikes

Traffic Commission Feedback & Next Steps

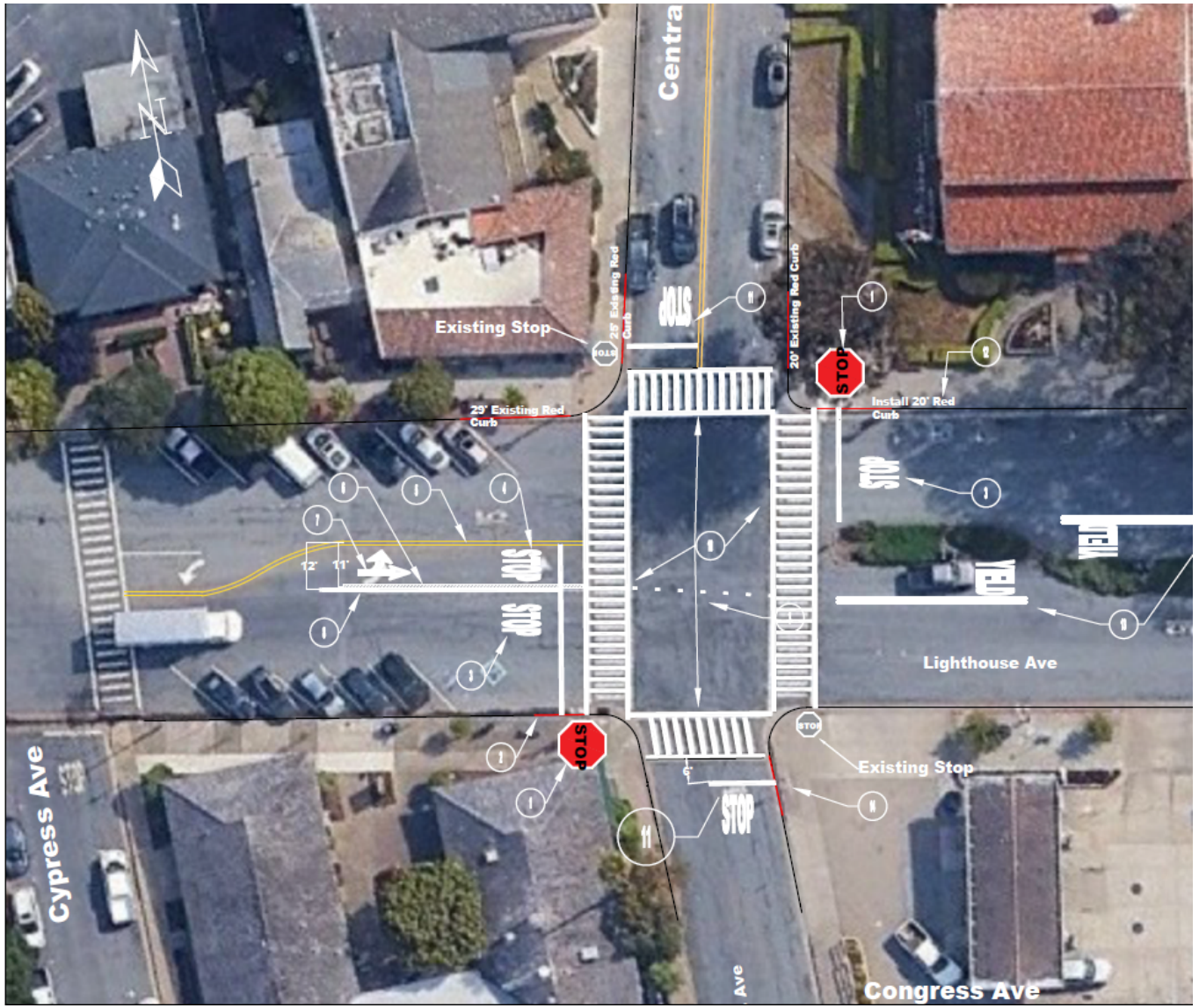
Traffic Commission:

- Crash History: 5 within a 12-month period, which prompted recommendation.
- Unintended consequences due to cueing, such as stopping, near misses, ect…
- Downtown has poor sightlines,
- Downtown specific plan may be prudent,

- Next Steps
  - Add advanced warning signs a month in advance to let public know the stop sign is coming
  - Order necessary infrastructure
  - Layout and install

- Traffic Commission Motion: Recommend to Council to create 4-way stop and not move post box, add stop signs and markings and to look at potential for a downtown specific plan for circulation going forward.


N
N.T.S
Lobos Ave
Cypress Ave


N
Existing Stop
29' Existing Red Curb
20' Existing Red Curb
Install 20' Red Curb
STOP
Lighthouse Ave
Cypress Ave
Existing Stop
Congress Ave

Recommendations



Recommended that intersection be turned into an All-Way Stop

Additional Recommendations

- Implement daylighting law (completed)
- Refresh all markings and signage
- Relocate USPS drop box (may not be necessary)
- Develop a downtown specific plan

With future construction curb ramps should also be upgraded