



NOTICE OF MEETING CITY OF PACIFIC GROVE

CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, October 7, 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: Councilmember Rau

1. APPROVAL OF AGENDA

2. PRESENTATIONS

- A. Mayor's Proclamation: PGHS Football Team's Shoe Game Win *This item was continued from the September 16, 2026 City Council meeting.* **PAGE 6**

Reference: Nick Smith, Mayor

Recommended Action: Present the proclamation.

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

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

- A. 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 September 16, 2026 Special and Regular Meetings **PAGE 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

7. **ORDINANCES**

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

- A. Second reading of an Ordinance Amending the Fiscal Year Budget for the CalHOME Reuse (Fund 36) **PAGE 14**

Reference: Phillip Anderson Senior Hsing Mgr.

Recommended Action: Hold second reading and adopt an Ordinance amending the FY26/27 Budget for the CalHOME Reuse (Fund 36) Budget for the Fiscal Year 2026-27 Budget.

CEQA: Categorical Exemption, CEQA Guidelines Section 15061(b)(3)

8. **REPORTS – INFORMATION ONLY**

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

- A. Boards, Commissions and Committees Quarterly Reports - 1st Quarter **PAGE 22**

Reference: Sandra Kandell, City Clerk

Recommended Action: Receive the quarterly reports from Chairs of the City's Boards, Commissions, Committees, and Task Forces. (Additional reports received by the Clerk will be provided to Council on a future agenda.)

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

- B. Monterey-Salinas Transit Minutes for July 13, 2026 **PAGE 28**

Reference: Joe Amelio, Mayor Pro Tem

Recommended Action: Receive the minutes.

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

- C. 2026 CalCities Annual Conference Report **PAGE 36**

Reference: Nick Smith, Mayor

Recommended Action: Receive the report.

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

9. **REPORTS – REQUIRING ACTION**

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

- A. Contract Amendment with LCW **PAGE 37**

Reference: Leticia Livian, Human Resources Director

Recommended Action: Approve a professional services contract amendment with Liebert Cassidy Whitmore not to exceed \$87,000.

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 Minutes: August 10, 2026 **PAGE 53**

Reference: Sandra Kandell, City Clerk

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.

12. **UNFINISHED AND ONGOING BUSINESS**

13. **NEW BUSINESS**

- A. Resolution Accepting the Certificate of Signature Verification for Initiative Charter Amendment Requiring Voter Approval of Mayor and Councilmembers Compensation and Benefits.

Reference: Alex Lorca, City Attorney and Sandra Kandell, City Clerk **PAGE 56**

Recommended Action:

1. Adopt the Resolution Accepting the Certification of Signature Verification;
2. Direct staff to return at a future City Council meeting with a resolution submitting the Initiative to voters in the City.

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

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

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



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Nick Smith, Mayor
MEETING DATE: October 7, 2026
SUBJECT: Mayor's Proclamation: PGHS Football Team's Shoe Game Win *This item was continued from the September 16, 2026 City Council meeting.*
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Present the proclamation.

Attachments

Proclamation



Mayor's Proclamation

CONGRATULATING THE PACIFIC GROVE BREAKERS FOR THEIR SHOE GAME WIN

WHEREAS, the Shoe Game is the long-running annual football rivalry between Pacific Grove High School (PGHS) and Carmel High School (CHS), dating back to 1948.

WHEREAS, it has become one of Monterey County's most storied high school traditions, with the trophy — a bronze football cleat — awarded to the winner of the game; and

WHEREAS, for seventy-nine years and counting, Pacific Grove High School and Carmel High School fight for the trophy awarded to whoever wins the football game known county-wide as the Shoe Game; and

WHEREAS, the Shoe Game is more than a football match — it's a decades-old tradition of community pride, rivalry, and bragging rights, with the bronze shoe standing as a symbol of the rivalry's enduring spirit.

WHEREAS, the game was played on August 28, 2026 with the Breakers fighting to take back the Shoe, winning the game in the final seconds against the Padres 26-22; and

WHEREAS, the Shoe is back in Pacific Grove.

NOW, THEREFORE, I, Nick Smith, Mayor of Pacific Grove, hereby congratulate the Pacific Grove High School Breakers for their 2026 win of the Shoe Game.

Nick Smith, Mayor



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk/DEI Coordinator
MEETING DATE: October 7, 2026
SUBJECT: Minutes of the September 16, 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 9-16-26



DRAFT MEETING MINUTES

CITY COUNCIL

SPECIAL CLOSED SESSION MEETING

Wednesday, September 16, 2026, 5:00 P.M.

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

JOIN THE ZOOM MEETING TO PARTICIPATE LIVE AT:

https://www.cityofpacificgrove.org/Zoom_Closed

CALL TO ORDER

Mayor Smith called the meeting to order at 5:00 p.m. Present in chamber: Mayor Smith, Mayor Pro Tem Amelio, Councilmembers Garfield, McDonnell, Mourlam, Poduri, and Rau.

APPROVAL OF THE AGENDA

Action: Upon motion by Councilmember Rau and seconded by Mayor Pro Tem Rau, Council voted 7-0 to approve the Special Meeting Agenda

SPECIAL CLOSED SESSION MEETING

PUBLIC COMMENT ON SPECIAL CLOSED SESSION MEETING MATTERS

No public comment received.

- A. Conference with Labor Negotiators (Government Code Section 54957.6)
City Negotiators: Chip Rerig, Interim City Manager, Fred Marsh, Administrative Services Director, Che Johnson, Esq. Liebert Cassidy Whitmore
Employee Organization: General Employees Association (GEA), Police Management Association (PMA)



DRAFT MEETING MINUTES

CITY COUNCIL REGULAR MEETING

Wednesday, September 16, 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_CC

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, McDonnell, Mourlam, Poduri, and Rau.

PLEDGE OF ALLEGIANCE

Councilmember Poduri led the pledge of allegiance.

1. **APPROVAL OF AGENDA**

Action: Consent agenda item 6A was pulled and considered immediately following the Consent Agenda.

Action: Upon motion by Councilmember Rau and seconded by Councilmember Poduri, Council voted 7-0 to approve the Regular Meeting Agenda as amended.

2. **PRESENTATIONS**

A. Mayor's Proclamation: Paint the Town Purple

Action: Presented the proclamation.

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

B. Mayor's Proclamation: PGHS Football Team's Shoe Game Win *This item was continued to October 7, 2026 meeting.*

Action: Presented the proclamation.

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

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

A. Report on Closed Session by City Attorney

Conference with Labor Negotiators (Government Code Section 54957.6)

City Negotiators: Chip Rerig, Interim City Manager, Fred Marsh, Administrative Services Director, Che Johnson, Esq. Liebert Cassidy Whitmore

Employee Organization: General Employees Association (GEA), Police Management Association (PMA)

City Attorney Alex Lorca stated Council received updates from staff, direction was provided, but no reportable action was taken.

B. Council and staff made general announcements.

4. **GENERAL PUBLIC COMMENT**

General public comment received from Moe Ammar, Mike Gibbs, Christi Italiano-Thomas, and Tara Leweling.

A. Written General Public Comment

CONSENT AGENDA

Action: During the Approval of the Agenda, Consent agenda item 6A was pulled and considered immediately following the Consent Agenda.

Action: Upon motion by Councilmember Poduri and seconded by Councilmember Rau, Council voted 7-0 to approve the Consent Agenda as modified.

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

A. Minutes of the September 2, 2026 Regular Meeting

Action: Approved the minutes.

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

6. **RESOLUTIONS**

A. Adoption of Resolutions Amending City Credit Card Policy (400-7) and Travel Expense Reimbursement Policy (000-2)

Reference: Fred Marsh, Administrative Services Director

Recommended Action:

1. Adopt the Resolution amending City Council Credit Card Policy (400-7) and Travel Expense Reimbursement Policy (000-2).

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

7. **ORDINANCES**

8. **REPORTS – INFORMATION ONLY**

A. Check Register, Purchase Order Report, and Financial Status Report

Action: Received the Check Register, Purchase Order Report, and Financial Status Report.

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

B. Boards, Commissions and Committees Quarterly Reports - 1st Quarter

Action: Received the quarterly reports from Chairs of the City's Boards, Commissions, Committees, and Task Forces. (Additional reports received by the Clerk will be provided to Council on a future agenda.)

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

9. **REPORTS – REQUIRING ACTION**

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

- A. Library Board Regular Meeting Minutes: 7/7/26

Action: Received the minutes.

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

- 6.A. Adoption of Resolutions Amending City Credit Card Policy (400-7) and Travel Expense Reimbursement Policy (000-2)

Public comment received from Andrew Kubica.

Action: Upon motion by Councilmember Rau and seconded by Councilmember McDonnell, Council voted 7-0 to adopt Resolution No. 26-032 amending City Council Credit Card Policy (400-7) and Resolution No. 26-033 amending City Council Meeting and Travel Expense Reimbursement Policy (000-2).

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

REGULAR AGENDA

11. **PUBLIC HEARINGS**

- A. Budget Amendment Request for the CalHOME Reuse (Fund 36) for Fiscal Year 2026-27 Budget

No public comment received.

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

1. Introduce and hold first reading of an Ordinance that amends the FY26/27 Budget for the CalHOME Reuse (Fund 36) Budget for the Fiscal Year 2026-27 Budget; and
2. Direct that publication of the ordinance will be satisfied by publication of a summary approved by the City Attorney.

CEQA: Categorical Exemption, CEQA Guidelines Section 15061(b)(3)

12. **UNFINISHED AND ONGOING BUSINESS**

13. **NEW BUSINESS**

14. **FULL PRESENTATIONS**

15. **CLOSED SESSION**

ADJOURNMENT

Council adjourned the regular meeting at 6:55 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: Phillip Anderson Senior Housing Program Manager
MEETING DATE: October 7, 2026
SUBJECT: Second reading of an Ordinance Amending the Fiscal Year Budget for the CalHOME Reuse (Fund 36)
CEQA: Categorical Exemption, CEQA Guidelines Section 15061(b)(3)

RECOMMENDATION

Hold second reading and adopt an Ordinance amending the FY26/27 Budget for the CalHOME Reuse (Fund 36) Budget for the Fiscal Year 2026-27 Budget.

DISCUSSION

There were no changes made to this ordinance since it was introduced at the September 16, 2026 regular meeting of the City Council. The City Clerk caused a summary of the ordinance to be published on September 24, 2026.

The City has an adopted CalHOME Reuse loan program, Fund 36, that provides loans to qualified homeowners to rehabilitate and make their single-family dwellings safe.

The City has received and processed an application for a loan from this program to rehabilitate the existing owner-occupied single-family dwelling in need of repairs that will make it safe and habitable. The owner of this property has been found to meet all qualifying criteria for this program.

This rehabilitation project has been found to meet and comply with all the requirements of the CalHOME Rehabilitation Loan Program. There are sufficient funds in the CalHOME Reuse fund to support a transfer of \$120,000 from the reserves of this fund to the expenditure column.

In June of 2025, the City Council approved the Fiscal Year 2025-26/2026-27 Budget and an amendment to the CalHOME Reuse budget is necessary because funds sufficient to cover the issuance of the loan were not allocated. Pursuant to the Pacific Grove City Charter Article 15, an amendment to the budget must be approved by ordinance.

Staff is recommending an amendment to the Fiscal Year 2026-27 Budget to reflect an opportunity to rehabilitate and preserve housing for the fiscal year budget.

OPTIONS

Provide an alternative direction.

FINANCIAL IMPACT:

There are sufficient funds in the CalHOME Reuse fund to support a transfer of \$120,000 from the reserves of this fund to fund this proposed budget adjustment..

FOCUSED PRIORITY AREA: Community Development

Attachments

Budget Amendment Ordinance
CalHOME Budget PPT

ORDINANCE NO. 26-000

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE AMENDING THE CALHOME REUSE EXPENDITURE BUDGET FOR FISCAL YEAR (FY) 2026-27

FACTS

1. The City Council approved the Fiscal Year 2025-26/2026-27 Budget on June 18, 2025.
2. It is customary to amend the budget to adjust expenditures to reflect updated information since the adoption of the Fiscal Year 2026-27 Budget.
3. Staff is recommending an amendment to the Fiscal Year 2026-27 Budget to reflect an opportunity to rehabilitate and preserve housing for the fiscal year budget.
4. The City has an adopted CalHOME Reuse loan program, Fund 36, that provides loans to qualifying homeowners to rehabilitate and make their single-family dwellings safe.
5. The City has received an application for a loan from this program to rehabilitate an existing owner-occupied single-family dwelling in need of repairs that will make it safe and habitable, and the owner of this property has been found to meet all qualifying criteria for this program.
6. This rehabilitation project has been found to meet and comply with all the requirements of the CalHOME Rehabilitation Loan Program.
7. There are sufficient funds in the CalHOME Reuse fund reserves to support this budget amendment.
8. The City Council has determined it is appropriate to amend the approved budget for FY 2026-27 to increase the CalHOME Reuse Fund expenditure budget, allowing for issuance of a simple interest loan for projects that will rehabilitate and make safe owner-occupied single-family dwellings.
9. Pursuant to Charter Article 15, an amendment of the budget must be approved by ordinance.
10. A summary of the Ordinance, approved by the City Attorney, was published on September XX, 2026.
11. In the enactment of this ordinance, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq.
12. Enactment of this ordinance action does not constitute a “project” as defined by California Environmental Quality Act (CEQA) Guidelines Section 15378 because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

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

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

SECTION 2. The Fiscal Year 2026/27 expenditure budget for the CalHOME Reuse Program, Fund 36, is hereby amended as follows:

Fund	Beginning Expenditure Fund Balance	Available Reserves	Reserve Transfer	Ending Expenditure Fund Balance
36	\$22,000	\$149,346	\$120,000	\$142,000

SECTION 3. In accord with Article 15 of the City Charter, this ordinance shall become effective upon adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this XX day of September, 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



HOUSING DIVISION

Housing Rehabilitation Loan Program (HRLP)

HRLP - FUNDING SOURCES

CalHOME – Housing and Community Development (HCD) – State

1. CalHOME Reuse Fund

Community Development Block Grant (CDBG)- Federal

1. CDBG-Program Income
 - a. CDBG-PI Reuse Fund is in development

BUDGET AMENDMENT - CALHOME REUSE FUND

Current budgeted amount - \$22,000.00

Available funds in reserve - \$149,346.00

Transfer of reserve funds - \$120,000.00

Ending Expenditure Balance - \$142,000.00

HRLP – CURRENT STATUS

1. One (1) project in the final stages of completion.
2. One (1) approved project in the pre-development stage.

HOUSING DIVISION

- Questions -



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk/DEI Coordinator
MEETING DATE: October 7, 2026
SUBJECT: Boards, Commissions and Committees Quarterly Reports - 1st Quarter
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the quarterly reports from Chairs of the City's Boards, Commissions, Committees, and Task Forces. (Additional reports received by the Clerk will be provided to Council on a future agenda.)

Attachments

BNRC Agenda Report
PC Agenda Report

BEAUTIFICATION AND NATURAL RESOURCES COMMISSION

CITY COUNCIL QUARTERLY REPORT:

☒ Q1 ☐ Q2 ☐ Q3 ☐ Q4

Chair Name: Jennifer Gorman

Date: September 2026

Council Priority Area:	Environmental Stewardship–Pacific Grove cares for and protects its natural resources
Goal:	Complete Climate Action and Adaptation Efforts
Objective:	Complete an updated George Washington Park Master Plan
Progress this quarter: (highlights, key learnings, actions and outcomes, potential issues, next steps) In progress	6/16/26 – Received, reviewed, and discussed the DRAFT George Washington Park Forest Management Plan and made recommendations. There was general support for the proposed plan, with specific additions and changes recommended to strengthen the plan. GWP subcommittee members will support staff in compiling this information to inform the revised final draft. City staff will incorporate feedback into a revised final for Council consideration and adoption. <u>Next steps:</u> BNRC requested the final draft return to the commission at the next meeting for final review with the understanding Council may request the item to be placed on Council's agenda for consideration prior to reconsideration and a formal recommendation by the BNRC.

Council Priority Area:	Environmental Stewardship–Pacific Grove cares for and protects its natural resources
Goal:	Protect and Preserve the Natural Resources of Pacific Grove
Objective:	Wildlife and Local Marine Environment Protection Efforts
Progress this quarter: (key learnings, actions and outcomes, potential issues, next steps) In progress	7/21/26 – Received data-driven presentations from Save Our Shores, Santa Cruz County Healthy Services Agency, Monterey County Tobacco Control Collaborates, and PG's Environmental Steward 2026 Volunteer of the Year regarding a proposal to ban the sale of filtered tobacco products within the City of Pacific Grove due to the toxicity of these discarded/littered butts, which are largely composed of non-biodegradable microplastics and chemical hazards, along our coastline and in our local marine environment. The unincorporated areas of Santa Cruz, followed by the cities of Santa Cruz and Capitola, have all adopted such a ban, with enforcement to begin 1 January 2027 in Santa Cruz proper and the unincorporated areas, and 1 July 2027 for Capitola. A motion was made to recommend City Council consider an ordinance

	prohibiting the sale of filtered tobacco products within the City of Pacific Grove.
--	---

Council Priority Area:	Environmental Stewardship—Pacific Grove cares for and protects its natural resources
Goal:	Complete Climate Action and Adaptation Efforts
Objective:	Complete an updated George Washington Park Master Plan
Progress this quarter: (key learnings, actions and outcomes, potential issues, next steps) On track	7/21/26 – Received additional public input and discussed staff responses to BNRC recommendations matrix regarding the DRAFT George Washington Park Forest Management Plan and provided feedback. GWP is designated in the General Plan as a: ■ Natural Resource ■ Community Park—Natural Area for recreation ■ Open Space The City's General Plan recognizes its significance due to its diverse flora, Monterey pine forest, wildlife and Monarch butterfly overwintering habitat. BNRC recommendations included: Carrying forward background, history, and goals from the 1999 Master Plan to preserve the 20-acre Monterey pine forest and natural aesthetic of the park. Strengthen reforestation and wildlife habitat restoration efforts in all zones to prevent further degradation and forest/habitat fragmentation. Expand Monarch habitat restoration. Add interpretive park signage (please kindly stay on trails, restoration in progress, habitat restoration, no bicycles/e-bikes, etc.) to inform and educate visitors, and protect its natural resources. Prohibit open flames within the park since CA no longer has a traditional "fire season" and has instead transitioned to a "fire year." Include the term "preserve" in the Ecological Integrity goal so it reads, <i>Protect, preserve, and restore native forest and associated habits</i>. Address soil compaction/root damage with trail improvements, trail signage, and prohibiting bicycle traffic. Update planting native shrubs language to better reflect CAL FIRE Wildland-Urban Interface requirements—where houses blend directly into natural forests and brushlands and managing vegetation is not about scraping the earth bare, but breaking up "fuel continuity." Reference other scientific reports like Creekside and revise bibliography. Coordinate with PG&E regarding powerlines/transformer vegetation management. Make edits/corrections, etc. Without a final draft for BNRC consideration, commissioners could not make a formal recommendation to the Council. <u>Next steps:</u> City staff brought the DRAFT Forest Management Plan and unincorporated BNRC recommendations in a matrix with staff responses

	to Council on 8/5/26 for consideration. Council authorized staff to commence work (in September) based on the presented draft plan, and simultaneously, incorporate changes and bring back a revised draft plan for final adoption at a future date.
--	--

Council Priority Area:	Environmental Stewardship–Pacific Grove cares for and protects its natural resources
Goal:	Protect and Preserve the Natural Resources of Pacific Grove
Objective:	Assess Wildlife Protection efforts in the City that can be achieved, within available resources and present feasible measures to the City Council for consideration
Progress this quarter: (key learnings, actions and outcomes, potential issues, next steps) On track -	8/18/26 – Kim Akeman, lead of Harbor Seal Team – a Pacific Grove citizen science volunteer group – presented a summary of this year's 2026 harbor seal pupping season. Threats and minimizing disturbance to the harbor seals were discussed. Noise mitigation strategies were discussed including collaborating with the Traffic Safety Commission to consider street noise mitigation strategies. 8/18/26 – Received Creekside Center for Earth Observation 2026 Report for the Monarch Grove Sanctuary and George Washington Park. Dr. Weiss' 2026 report highlights recent history and current conditions, long-term views, and recommendations. Management activities include: Removing hazard trees and branches, thinning overly dense trees, adding and removing old tree caging/staking, managing nectar beds, and holding off on new tree plantings with some exceptions along the property boundary where recommended. *At this time the California Fish and Wildlife recommends moving from an annual maintenance review to every 3 years unless major maintenance activities are planned. The City will host its annual walkthrough of the Monarch Grove Sanctuary on September 7th.

PACIFIC GROVE PLANNING COMMISSION
REPORT FOR THE 1st and 2nd QUARTER 2026

MEETING DATE	ACCOMPLISHMENTS
Regular Meeting of January 8, 2026	• Approved minutes from the December 11, 2025. • The Commission discussed concerns and impact if HCD did not approve the recently submitted Housing Element. • Draft Goals were started. Process for Objective Standards and path forward were discussed
Regular Meeting of February 12, 2026	• Chair and Vice Chair were selected. • Approved Minutes from Jan 8, 2026 Planning Meeting. Approved Architectural Permit (AP), Variance (VAR), and Coastal Development Permit (CDP) 25-0153: 372 Central Ave (APN 006-187-003-000). • Discussed goals for the commission.
Regular Meeting of March 12, 2026	• Approved Amendment (25-0348) to a previously approved Coastal Development Permit (CDP 22-0158) and Architectural Permit/Use Permit/Variance (AP/UP/VAR 22-0158); 420 La Calle Corte (APN 007-072-024) with addition of up to 3 additional cypress trees. Approved Coastal Development Permit No. 26-0011; Crespi Pond Vegetation Management that had been accomplished in many years. Work on Crespi Pond to start in September 1, 2026 timeframe. Public Works to return to Planning in early 2028 with status for additional vegetation determination for September 2028. • Approved Amendment (26-0013) to a previously approved Coastal Development Permit (24-0010) for Temporary Special Events in the Coastal Zone. • Complete Goals for Planning Commission. Complete Quarterly report ending December 11, 2025.
Special Meeting of March 26, 2026	• Passes R3, C1, C2 and R3-M Zoning for the Housing Element
Regular Meeting of April 9, 2026	• Moved Amendment (25-0329) to a previously approved Coastal Development Permit, Architectural Permit, and Parcel Merger (24-0186 and 19-0645) for 236 Asilomar Avenue (APN 007-041-035) to May meeting. • Rejected Architectural Permit (AP), Historic Preservation Permit (HPP), and Coastal Development Permit (CDP) 25-0186 for 689 Mermaid Avenue (APN 006-085-001-000)
Regular Meeting of May 14, 2026	• Received and approved Minutes of the Regular Meeting of February 12, 2026, Regular Meeting of March 12, 2026, Special

PACIFIC GROVE PLANNING COMMISSION
REPORT FOR THE 1st and 2nd QUARTER 2026

	Meeting of March 26, 2026, and Regular Meeting of April 9, 2026 • Received presentation from City Manager on Community Conversation on City's Long-Term Fiscal Planning • Approved Architectural Permit (AP) and Use Permit (UP) 25-0231 for 220 Willow Street (APN 006-312-006-000)
Regular Meeting of June 11, 2026	• Approved Minutes of the Regular Planning Commission Meeting of May 14, 2026 • After much discussion the Coastal Development Permit (CDP) 25-0316 for 146 19th Street (APN 006-161-011-000) was approved. • Received information form Staff on plan forward on Objective Standards. RFP has been put out and responses are due on June 15,2026.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Joe Amelio, Mayor Pro Tem
MEETING DATE: October 7, 2026
SUBJECT: Monterey-Salinas Transit Minutes for July 13, 2026.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Receive the minutes.

Attachments

MST Minutes

MEETING OF THE MST BOARD OF DIRECTORS

Meeting Minutes

July 13, 2026
10:00 a.m. (Pacific)

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

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

Counsel:	Michael Laredo, Remote	General Counsel, De Lay & Laredo
Staff:	Lisa Rheinheimer Kelly Halcon Norman Tuitavuki, Remote Michelle Overmeyer Jeanette Alegar-Rocha Beronica Carriedo Andrea Williams Christine Church Cristy Sugabo Dave Bielsker Ezequiel Rebollar Ikuyo Yoneda-Lopez Isamar Rodriguez Jack Perrin Jose Sanchez Barajas Kevin Allshouse Marc Friddle Marcy Yanes Marzette Henderson Max Musto Michelle DiPretoro Paul Lopez Rolando Munoz Ruben Gomez Scott Taylor Sonjé Dayries Steven Bruno Susie Flores Vince Dang	Deputy CEO Chief Human Resources Officer Chief Operating Officer Director of Planning and Innovation Deputy Secretary/Clerk to the Board C/S & Community Relations Supervisor Finance Manager Compliance Analyst Mobility Manager Transit Scheduler Systems Engineer Marketing & Communications Manager Customer Service Representative Assistant Planner Communications Systems Supervisor Mobility Coordinator Trainer Customer Service Representative Transportation Manager CivicSpark Fellow Maintenance Analyst Facilities Manager Mobility Specialist Mobility Coordinator IT Manager Civil Rights Officer Purchasing Agent Grants Analyst Project Management Coordinator
Public:	Jasmine Mejia-Cortes Linda Gonzales Javier Gomez Fred Simkins Esteban Ybarra Miranda Smith Mary Mendez Olanrewaju "Ola" Adelekan Chris Duymich Jon Laslett Jean Rasch	County of Monterey County of Monterey County of Monterey ATU ATU ATU ATU Transdev AMBAG Environmental Concerns Inc. City of Monterey

1. CALL TO ORDER

1-1. Roll Call.

1-2. Pledge of Allegiance

Chair Barrera called the meeting to order at 10:01 a.m. Roll call was taken and a quorum was established. ATU President Esteban Ybarra led the Pledge of Allegiance.

1-3. Highlights of the agenda. (Lisa Rheinheimer)

Deputy CEO, Lisa Rheinheimer reviewed highlights of the agenda.

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

There were no public comments

3. CONSENT AGENDA

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

3-1. Financial Reports – May 2026 (Lori Lee)

a) Accept Report of May 2026 Cash Flow

b) Approve May 2026 Disbursements, and

c) Accept report of May 2026 Treasury Transactions

3-2. Approve Minutes of the MST Board Meeting on June 8, 2026. (Jeanette Alegar-Rocha)

3-3. Receive Draft Minutes of the MST Board Operations Performance Committee Meeting on June 8, 2026. (Jeanette Alegar-Rocha)

3-4. Adopt Resolution 2027-01 Recognizing Paul Scott Jr., Utility Service Person as Employee of the Month for July 2026. (Frank Marcos)

3-5. Adopt Resolution 2023-02 in Appreciation for MST Leadership Lorraine Worthy. (Carl Sedoryk)

3-6. Adopt Resolution 2023-03 in Appreciation for MST Leadership Mary Ann Carbone. (Carl Sedoryk)

3-7. Approve Resolution 2026-04 Authorizing the General Manager/CEO or Their Designee to Execute Grant Documents for Sustainable Transportation Planning Grant Program Funds. (Susie Flores)

- 3-8. Receive Fiscal Year 2027-2028 MST Committee Assignments (Carl Sedoryk)
- 3-9. Receive Draft Minutes of the Mobile Advisory Committee Meeting on May 27, 2026. (Ruben Gomez)

End of Consent Agenda

There were no public comments on the Consent Agenda.

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

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

4. RECOGNITIONS AND SPECIAL PRESENTATIONS

- 4-1. July 2026 Employee of the Month – Paul Scott Jr., Utility Service Person (Paul Lopez)

The MST Board recognized Paul Scott Jr. as the July 2026 Employee of the Month for his outstanding contribution to MST and the entire community.

- 4-2. Appreciation for MST Leadership Lorraine Worthy. (Tony Barrera)

The MST Board expressed their appreciation for Director Lorraine Worthy, thanked her for her leadership as Vice Chair of the MST Board of Directors between July 2024 and June 2026, and recognized her for her dedication and support of public transit services throughout Monterey County and the communities MST serves.

- 4-3. Appreciation for MST Leadership Mary Ann Carbone. (Tony Barrera)

The MST Board expressed their appreciation for Director Mary Ann Carbone, thanked her for her leadership as Chair of the MST Board of Directors between July 2024 and June 2026, and recognized her for her dedication and support of public transit services throughout Monterey County and the communities MST serves.

5. PUBLIC HEARINGS

None.

6. ACTION ITEMS

- 6-1. Receive Presentation on Uber Voucher Pilot and Provide Direction to Staff. (Cristy Sugabo)/ Norman Tuitavuki)

There were no public comments.

- 6-2. Authorize the General Manager/CEO or Their Designee to Enter a Contract with Ecological Concerns Incorporated for the SURF! Coastal Dune and Maritime Chaparral Restoration Project in an Amount Not to Exceed \$2,390,813. (Lisa Rheinheimer/Steven Bruno)

There were no public comments.

On a motion by Director Alejo, seconded by Director Smith, and carried by the following roll call vote, the Board approved item 6-2 with Directors Amelio and LeBarre noted as absent.

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

Director Worthy left the meeting at 11:11 a.m.

- 6-3. Receive First Reading of Trespass and Camera Ordinance 2026-01 (Michael Laredo) (Page)
- a) Introduce and Hold a First Reading of an Ordinance **2026-01** (Attachment 1) that Would Establish Regulations for the Monterey-Salinas Transit District, and
 - b) Direct Publication of Ordinance for a Second Reading, and Proposed Adoption at the Board Meeting of September 14, 2026.

There were no public comments.

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

AYES:	10	Delves, Shirley, Worthy, Rodriguez, Visscher, Smith, Barrera, Carbone, Pacheco, Cabrera, Alejo
NOES:	0	
ABSENT:	3	Amelio, LeBarre, Worthy
ABSTAIN:	0	
RECUSE:	0	

7. REPORTS & INFORMATION ITEMS

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

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

8. BOARD REPORTS, COMMENTS, AND REFERRALS

- 8-1. Reports on Meetings Attended by Board Members at MST Expense. (AB 1234)
- 8-2. Board Member Comments and Announcements.
- 8-3. Board Member Referrals for Future Agendas.

9. ATTACHMENTS

- 9-1. The Monthly Report for May 2026 can be viewed online:
<https://mst.org/board-meetings/>

10. CLOSED SESSION

- 10-1. Conference with Labor Contract Negotiator – General Manager/CEO Contract Gov. Code § 54957. (Tony Barerra)

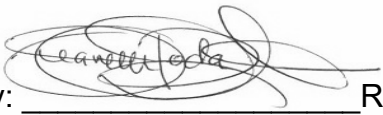
MST General Counsel, Michael Laredo, reported that the Board met in closed session with contract negotiators regarding the General Manager/CEO contract. The Board authorized commencement of labor negotiations with Mr. Sedoryk and appointed a subcommittee for that purpose. The subcommittee includes Directors Barrera, Carbone, and Smith.

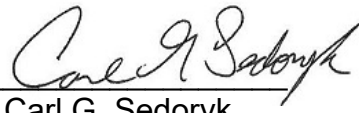
11. ADJOURN

With no further business to discuss, Chair Barrera adjourned the regular Board meeting at 11:43 a.m. (Pacific).

12. MONTEREY COUNTY REGIONAL TAXI AUTHORITY BOARD OF DIRECTORS MEETING

12.1 The Monterey County Regional Taxi Authority Board of Directors Meeting convened in MST Boardroom, Suite 100.

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

Reviewed by: 
Carl G. Sedoryk
General Manager/CEO



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Nick Smith, Mayor
MEETING DATE: October 7, 2026
SUBJECT: 2026 CalCities Annual Conference Report
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Receive the report.

DISCUSSION

On September 23-25, I attended the 2026 CalCities Annual Conference in Anaheim, California.

During the conference, I attended sessions and lectures related to city governance and policy, including the following topics: municipal litigation, voting rights act litigation, brown act updates, legal ethics and other governance topics.

The CalCities Conference is also a great opportunity to network with other local leaders from our region. To that end, I attended the Monterey Bay Division luncheon/meeting along with councilmembers from other Monterey Bay cities.

I was appointed the City's voting delegate and at the direction of the full Council, voted in favor of a Resolution of the General assembly of the League of California Cities Calling for a Working Group to Consider a State Constitutional Amendment or other form of Initiative to Ensure Final Local Authority over Housing and Land Use Decisions

OPTIONS

N/A

FINANCIAL IMPACT:

There is no fiscal impact on the submission of this report.

FOCUSED PRIORITY AREA: Not Applicable.



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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Leticia Livian, Human Resources Director
MEETING DATE: October 7, 2026
SUBJECT: Contract Amendment with LCW
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

Approve a professional services contract amendment with Liebert Cassidy Whitmore not to exceed \$87,000.

DISCUSSION

In January 2026, the City entered into an agreement with Liebert Cassidy Whitmore (LCW) for employment and labor-related legal services in an amount not to exceed \$39,000. The agreement provides the City with specialized legal counsel on personnel, labor relations, collective bargaining, and other employment-related matters.

Since execution of the agreement, the City has experienced an increased level of personnel and labor relations activity that was not anticipated when the original contract amount was established. This additional activity includes the formation of a new employee association, which has resulted in additional collective bargaining and labor relations responsibilities; continued negotiations with existing employee associations; and other employment-related matters requiring legal review, consultation, and representation.

As a result of these increased service needs, expenditures under the existing agreement are projected to exceed the current not-to-exceed amount. Staff recommends increasing the contract amount to ensure sufficient funding is available for LCW to continue providing timely and specialized legal services in support of the City's ongoing personnel and labor relations needs.

OPTIONS

1. Do Not approve the amendment
2. Provide alternative direction to staff.

FINANCIAL IMPACT:

The additional \$48,000 is budgeted for FY 26/27.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Amendment
Agreement

FIRST AMENDMENT TO CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES WITH LIEBERT CASSIDY WHITMORE

This First Amendment to City of Pacific Grove Agreement for Professional Services with Liebert Cassidy Whitmore (LCW) ("First Amendment") is entered into by the City of Pacific Grove, a political subdivision of the State of California ("City") and Liebert Cassidy Whitmore hereinafter called "LCW" and shall be effective 7/1/2026.

The City and LCW hereby agree to the following terms:

1. On January 1, 2026, the City and LCW entered into a City of Pacific Grove Agreement for Professional Services in Exhibit A to the Agreement and generally described as: employment law legal advice.
2. The Agreement provided LCW agrees to the following in section 2 of the agreement. "PAYMENTS BY CITY. City shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of \$39,000."
3. The purpose of this Agreement is revised to the following section, 2: "PAYMENTS BY CITY. City shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of \$87,000"
4. Except as modified by this First Amendment, the Agreement shall remain in full force and effect.

TN WITNESS WHEREOF, City and LCW have executed this First Amendment as of the day and year written below.

CITY OF PACIFIC GROVE

By: _____
Nick Smith
Mayor

Date: _____

By: _____
Alex Lorca
City Attorney

Date: _____

By: _____
Melanie Chaney
LCW Managing Partner

Date: _____

CITY OF PACIFIC GROVE AGREEMENT FOR PROFESSIONAL SERVICES
(Under \$40,000)

This Professional Services Agreement ("Agreement") is made by and between the City of Pacific Grove, a political subdivision of the State of California (hereinafter "City") and Liebert Cassidy Whitmore (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The City hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: **Employment law legal advice.**
2. **PAYMENTS BY CITY.** City shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by City to CONTRACTOR under this Agreement shall not exceed the sum of **\$39,000**.
3. **TERM OF AGREEMENT.** The term of this Agreement is from **January 1, 2026**, to **December 31, 2026** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and City and with City signing last, and CONTRACTOR may not commence work before City signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Fees

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the City, or immediate family of an employee of the City.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to City. If not otherwise specified, the CONTRACTOR may submit such invoice monthly or at the completion of each phase of the project, as provided on page 16 of the proposal, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the City may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the City approves in conformity with this Agreement, and

shall promptly submit such invoice to the City Auditor-Controller for payment. The City Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses.

7. TERMINATION.

7.01. During the term of this Agreement, the City may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The City may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If City terminates this Agreement for good cause, the City may be relieved of the payment of any consideration to CONTRACTOR, and the City may proceed with the work in any manner which City deems proper. The cost to the City shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

8.01. As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, 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 Agreement, 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 the CONTRACTOR's negligence, omissions, or willful misconduct in the performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.02. Architects, Engineers Per Civil Code 2782.8 Where the services to be provided by CONTRACTOR under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, CONTRACTOR agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then CONTRACTOR's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the CONTRACTOR's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the CONTRACTOR's performance or failure to perform under the terms of this contract,

excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

☒ Exemption/Modification - This contract does not include architectural or engineering services.

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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, Independent Contractors, Products and Completed Operations, with a minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If CONTRACTOR maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ CheckBox1 Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, 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.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for three (3) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the City and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, 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 CONTRACTOR completes its performance of services under this Agreement.

. CONTRACTOR 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, CONTRACTOR shall forthwith obtain and submit proof of substitute insurance. Should CONTRACTOR fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at CONTRACTOR's sole cost and expense.

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 CONTRACTOR'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 CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

The general liability policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

CONTRACTOR shall provide to City an endorsement that the insurer waives the right of subrogation against the City, its officers, officials, employees, agents and volunteers.

Prior to the execution of this Agreement by the City, CONTRACTOR shall file certificates of insurance with the City's contract administrator and City's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five 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 Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by City, annual certificates to City's Contract Administrator and City's Contracts/Purchasing Division. If the certificate is not received by the expiration date, City shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles City, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the City or prepared in connection with the performance of this Agreement, unless City specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to City any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. City Records. When this Agreement expires or terminates, CONTRACTOR shall return to City any City records which CONTRACTOR used or received from City to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The City shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. City shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of City.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the City pursuant to a contract with the state or federal government in which the City is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, City will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the City. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold City harmless from any and all liability which City may incur because of CONTRACTOR's failure to pay such taxes.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the City's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR CITY: Leticia Livian Human Resources Director	FOR CONTRACTOR: Melanie Chaney LCW, Managing Partner
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	6033 W. Century Blvd., 5 th Floor Los Angeles, CA 90045
Address	Address
(831) 648-3171	(310) 981-2000
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

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

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the City. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the City and CONTRACTOR under this Agreement, 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.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both City and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The City and CONTRACTOR 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 amendment to this Agreement.

15.14. Counterparts. 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.

15.15. Authority. Any individual executing this Agreement on behalf of the City or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the CONTRACTOR as of the effective date of this Agreement, which is the date that the City signs the Agreement.

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

15.18. Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

This space is left blank, intentionally.

Artificial Intelligence

LCW permits attorneys to utilize generative artificial intelligence (“AI”) tools in the performance of their work within the standards and guidance established by the State Bar of California. Attorneys may use AI as a tool and do not use AI work product without applying their own independent legal judgment. Attorneys do not disclose confidential information to unsecure AI tools.

SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information (“ESI”) in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of \$450 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today’s complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

IN WITNESS WHEREOF, City and CONTRACTOR have executed this Agreement as of the day and year written below.

CITY OF PACIFIC GROVE

By: *Leticia Livian*
Leticia Livian, HR Director

Date: 04/06/26

By: *Matt Mogensen*
Matt Mogensen (Apr 6, 2026 11:04:41 PDT)
Matthew Mogensen, City Manager

Date: 04/06/26

Approved as to Form

By: *Alex Lorca*
Alex Lorca (Apr 6, 2026 11:16:29 PDT)
Alex Lorca, City Attorney

Date: 04/06/26

Approved as to Fiscal Provisions¹

By: *Fred Marsh*
Fred Marsh, ASD Director

Date: 04/15/26

Approved as to Liability Provisions²

By: _____
Risk Management

Date: _____

CONTRACTOR

Liebert, Cassidy, Whitmore (LCW)
Contractor's Business Name*

By: _____

Melanie L. Chaney
Melanie L. Chaney (Apr 6, 2026 15:56:44 PDT)
Melanie Chaney, Managing Partner

Date: 04/06/26

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*

Name and Title

Date: _____

mchaney@lcwlegal.com

City Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by Finance necessary only if financial questions or issues raised in Council approval of agreement.

² Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Partners	\$485.00
Senior Counsel	\$400.00
Associates	\$295.00 - \$380.00
Labor Relations/Human Resources Consultant	\$315.00
Classification & Compensation Consultant	\$230.00
Paralegals	\$165.00
E-Discovery Specialists	\$185.00
Law Clerks	\$180.00 - \$200.00

2025 Contract LCW Employment Legal Advice

Final Audit Report

2026-04-15

Created:	2026-04-06
By:	Leticia Livian (llivian@cityofpacificgrove.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArRXmhpWzs9sSVFS7q4vYjnlQKQIPAdp6

"2025 Contract LCW Employment Legal Advice" History

-  Document created by Leticia Livian (llivian@cityofpacificgrove.org)
2026-04-06 - 5:26:30 PM GMT
-  Document emailed to Leticia Livian (llivian@cityofpacificgrove.org) for signature
2026-04-06 - 5:26:37 PM GMT
-  Document emailed to mmogensen@cityofpacificgrove.org for signature
2026-04-06 - 5:26:37 PM GMT
-  Document emailed to Alex Lorca (alorca@fentonkeller.com) for signature
2026-04-06 - 5:26:37 PM GMT
-  Document emailed to Melanie L. Chaney (mchaney@lcwlegal.com) for signature
2026-04-06 - 5:26:37 PM GMT
-  Document emailed to fred.marsh@gmail.com for signature
2026-04-06 - 5:26:38 PM GMT
-  Email viewed by Leticia Livian (llivian@cityofpacificgrove.org)
2026-04-06 - 5:28:40 PM GMT
-  Document e-signed by Leticia Livian (llivian@cityofpacificgrove.org)
Signature Date: 2026-04-06 - 5:28:55 PM GMT - Time Source: server
-  Email viewed by Melanie L. Chaney (mchaney@lcwlegal.com)
2026-04-06 - 5:32:06 PM GMT
-  Email viewed by mmogensen@cityofpacificgrove.org
2026-04-06 - 6:04:17 PM GMT
-  Signer mmogensen@cityofpacificgrove.org entered name at signing as Matt Mogensen
2026-04-06 - 6:04:39 PM GMT





Document e-signed by Matt Mogensen (mmogensen@cityofpacificgrove.org)

Signature Date: 2026-04-06 - 6:04:41 PM GMT - Time Source: server



Email viewed by Alex Lorca (alorca@fentonkeller.com)

2026-04-06 - 6:16:12 PM GMT



Document e-signed by Alex Lorca (alorca@fentonkeller.com)

Signature Date: 2026-04-06 - 6:16:29 PM GMT - Time Source: server



Document e-signed by Melanie L. Chaney (mchaney@lcwlegal.com)

Signature Date: 2026-04-06 - 10:56:44 PM GMT - Time Source: server



Leticia Livian (llivian@cityofpacificgrove.org) replaced signer fred.marsh@gmail.com with Fred Marsh (fmarsh@cityofpacificgrove.org)

2026-04-15 - 9:01:00 PM GMT



Document emailed to Fred Marsh (fmarsh@cityofpacificgrove.org) for signature

2026-04-15 - 9:01:01 PM GMT



Email viewed by Fred Marsh (fmarsh@cityofpacificgrove.org)

2026-04-15 - 9:07:43 PM GMT



Document e-signed by Fred Marsh (fmarsh@cityofpacificgrove.org)

Signature Date: 2026-04-15 - 9:07:56 PM GMT - Time Source: server



Agreement completed.

2026-04-15 - 9:07:56 PM GMT





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

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Sandra Kandell, City Clerk/DEI Coordinator
MEETING DATE: October 7, 2026
SUBJECT: Task Force on Diversity, Equity and Inclusion Minutes: August 10, 2026
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION
Receive the minutes.

Attachments

DEI Minutes 8-10-26



MEETING MINUTES

CITY OF PACIFIC GROVE TASK FORCE ON DIVERSITY, EQUITY, AND INCLUSION

REGULAR MEETING AGENDA

Monday, August 10, 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, Vice-Chair Doneux, Secretary Pye, and Members Fisher and Rubin.

2. **APPROVAL OF AGENDA**

Action: Upon motion by Chair Bui and seconded by Vice-Chair Doneux, the Task Force voted 5-0-0 (unanimously), 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: None received.

7. **CONSENT AGENDA**

Upon motion by Vice-Chair Doneux and seconded by Member Rubin, the Task Force voted 5-0-0 (unanimously), to approve the Consent Agenda.

A. Minutes of the May 11, 2026 and June 8, 2026 Task Force on Diversity, Equity and Inclusion Meetings.

Action: Approved the minutes.

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

8. **REGULAR AGENDA**

A. Approve the Task Force Work Plan
No public comment received.

Action: Upon motion by Member Rubin and seconded by Member Fisher, the Task Force voted 5-0-0 (unanimously), to approve the 2026-27 Work Plan as presented.

- B. Appoint Work Plan Subcommittees
No public comment received.

Action: Upon motion by Member Rubin and seconded by Secretary Pye, the Task Force voted 5-0-0 (unanimously) to appoint Vice-Chair Doneux and Member Fisher to the Youth Advisory Committee of the Task Force on Diversity, Equity and Inclusion.

9. **NEXT MEETING – *September 14, 2026 at 6:00 p.m.***

10. **ADJOURNMENT**
The regular meeting was adjourned at 6:28 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: Alex Lorca, City Attorney and Sandra Kandell, City Clerk
MEETING DATE: October 7, 2026
SUBJECT: Resolution Accepting the Certificate of Signature Verification for Initiative Charter Amendment Requiring Voter Approval of Mayor and Councilmembers Compensation and Benefits.
CEQA: Does not constitute a Project per California Environmental Quality Act Guidelines Section 15378

RECOMMENDATION

1. Adopt the Resolution Accepting the Certification of Signature Verification;
2. Direct staff to return at a future City Council meeting with a resolution submitting the Initiative to voters in the City.

DISCUSSION

Background

On February 3, 2026, resident Luke Coletti ("Proponent") presented the City Clerk's Office with a Notice of Intent to Circulate Petition for the purpose of "amending the Charter of the City of Pacific Grove to require voter approval for compensation and benefits for the Mayor and Councilmembers." (Hereinafter "Charter Amendment Initiative"). The Notice of Intent is attached here as Attachment 1.

As required by law, the City Attorney prepared a title and impartial analysis of the Charter Amendment Initiative. The City Attorney's Impartial Analysis is attached here as Attachment 2. Thereafter, the Proponent circulated the petition among registered voters in the City. As the Charter Amendment Initiative seeks to amend the City Charter, the Petition was required to be signed by at least 15% of the registered voters of the City to place it on the ballot.

On August 17, 2026, the Proponent submitted the Charter Amendment Initiative petition to the City Clerk. The petition format was reviewed by the City Clerk for adherence to state law (e.g. required heading, copy of the ordinance, proper components for voter entries, declaration of circulator) and a prima facie count was conducted. Finding the petition compliant with state law, on August 17, 2026, the City Clerk delivered the Charter Amendment Initiative petition to the County of Monterey Elections Department and Registrar of Voters for review of the petition's signatures.

The County of Monterey's Registrar of Votes examined the petition's signatures and certified it had been signed by the requisite number of voters in the City. The Registrar of Voters' January 14, 2026, Official Report of Registration to the Secretary of State found there were 10,549 registered voters in the City. Therefore, to obtain the requisite signatures of at least 15% of registered voters in the City, 1582 valid signatures were needed to qualify the Charter Amendment Initiative for the ballot.

The following is the Registrar of Voters' summary of the signatures received, reviewed, qualified, and determined to be found not sufficient:

Signatures submitted to City (prima facie count):	2105
Signatures required to qualify:	1582
Signatures filed with the County (per County count):	2120
Signatures verified:	2120
Signatures - valid:	1725
Signatures - found not sufficient:	395

On September 22, 2026, the County of Monterey Registrar of Voters issued a Certificate of Signature Verification, which was received by the City Clerk, who forwarded it to the Proponent and the City Council. The Certificate of Signature Verification is attached here as Attachment 3.

The draft Resolution accepting the Monterey County Election's Certificate of Signature Verifications is attached here as Attachment 4.

Submission to the Voters

Where, as here, an initiative seeks to amend a city charter, a city council does not have the option to adopt it without change as it might with other initiatives. Rather, a city council must submit such an initiative to the voters.

Timing of Election

Elections Code section 9255(c) provides that a petition to amend a city charter that is signed by 15% of the registered voters of the city “shall be submitted to the voters at an established statewide general, statewide primary, or regularly scheduled municipal election ... occurring not less than 88 days after the date of the order of election... .”

Article 8 “Elections” of the City Charter provides, “General municipal elections shall be held in the City on the first Tuesday after the first Monday in November in each even numbered year under and pursuant to the provisions of the General Laws of the State of California so far as the same may be applicable, except as herein otherwise provided. All other municipal elections that may be held by authority of this Charter or of the General Law shall be known as special municipal elections.”

Based upon the forgoing, the Charter Amendment Initiative could be placed on the ballot on the following dates:

1. March 2028 (consolidated with Statewide Primary Election)
2. November 2028 (consolidated with Statewide General Election)

Note that the Proponent has requested the City place the Charter Amendment Initiative on the November 2028 ballot.

Future Actions

This item consists only of adopting the Resolution accepting the Monterey County Election's Certificate of Signature Verification. At an appropriate time in the future, City Staff will return to Council with a resolution containing typical election-related items such as, placing the Charter Amendment Initiative on the ballot, authorizing arguments for and against, consolidating the City's election with a statewide election, and retaining the County of Monterey Elections Department for election services.

OPTIONS

Provide alternate direction.

FINANCIAL IMPACT:

There are no costs associated with this item. Future fiscal impacts will be based on calling and conducting an election.

FOCUSED PRIORITY AREA: Not Applicable.

Attachments

Notice of Intent
CA Impartial Summary
ROV Signature Verification
Proposed Resolution

Luke Coletti

Pacific Grove, CA 93950

February 3, 2026

Via Hand Delivery

Sandra Kandell, City Clerk
c/o City Manager's Office
City Hall
300 Forest Ave., 2nd Floor
Pacific Grove, CA 93950

RECEIVED
CITY MANAGER'S OFFICE
2026 FEB - 3 PM 3:01
CITY OF PACIFIC GROVE

Re: *Initiative Charter Amendment for Accountability, Oversight, and Transparency*

Ms Kandell:

Pursuant to Article 16 of the Charter of the City of Pacific Grove, I intend to exercise the right of initiative as a citizen of the City in accordance with the procedures prescribed by the Constitution and General Laws of this State.

Enclosed for filing pursuant to the California Elections Code are an original and one copy of the following documents:

- (1) A Notice of Intention to Circulate Petition ("Notice");
- (2) A proposed initiative charter amendment for the City of Pacific Grove; and
- (3) An acknowledgment of Elections Code § 18650.

Please file-stamp each page of the enclosed copies of these documents and return the file-stamped copies to me at the above address. As the proponent of the proposed initiative, I have signed the Notice pursuant to Elections Code § 9202, as applied through § 9256.

Please ask the City Attorney to prepare a ballot title and summary that truthfully and impartially provides the chief purpose and points of the proposed initiative measure, pursuant to Elections Code § 9203, as applied through § 9256. I have enclosed a proposed impartial title and summary that might be helpful.

Sincerely,



Luke Coletti

Enclosures

Proposed Impartial Title and Summary

City of Pacific Grove Ballot Initiative Charter Amendment Requiring Voter Approval of Mayor and Councilmember Compensation and Benefits

This measure amends the Charter of the City of Pacific Grove to require voter approval, at the City's general municipal election, before the City may fix compensation or provide City-paid benefits for the Mayor or Councilmembers.

The measure provides that compensation for Councilmembers may not exceed the amount permitted under state law for general law cities of comparable population, and authorizes voters to approve additional compensation for the Mayor. Any lawful compensation in effect when the measure becomes effective would remain in place unless changed in accordance with the measure.

The measure requires voter approval before providing City-paid benefits to the Mayor or Councilmembers, subject to limits imposed by applicable state law. Elected officials may participate, at their own expense, in City-sponsored benefit plans if permitted by law and applicable plan rules. Benefits required by state or federal law are not affected.

Before placing any compensation or benefits measure on the ballot, the Council must obtain and make publicly available a fiscal impact report describing the City's financial condition and the projected impacts of the proposed compensation or benefits.

The measure authorizes reimbursement of actual and necessary expenses incurred by the Mayor and Councilmembers in the performance of official duties, as provided by ordinance.

The measure may be amended or repealed only by a vote of the people.

RECEIVED
CITY MANAGER'S OFFICE
2016 FEB -3 P 3:12
CITY OF PACIFIC GROVE

Notice of Intent to Circulate Petition

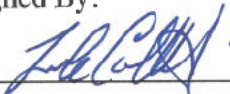
Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Pacific Grove for the purpose of amending the Charter of the City of Pacific Grove to require voter approval of compensation and benefits for the Mayor and the Councilmembers.

A statement of the reasons of the proposed action as contemplated in the petition is as follows:

- To respond to widespread public opposition regarding the Mayor and Council's existing authority to increase their own compensation and provide new benefits without voter approval.
- To reflect the electorate's demonstrated demand for binding safeguards to prevent recurrence of such actions.
- To affirm that elected officials serve as trustees of the public interest, not beneficiaries of their own authority.
- To prevent conflicts of interest and the risk of self-dealing that arise when elected officials are permitted to authorize their own compensation and benefits.
- To ensure that state safeguards are applied locally by incorporating them directly into the City Charter.
- To ensure that decisions concerning compensation and benefits are made at general municipal elections, when voter participation is highest.
- To strengthen accountability, oversight, and transparency in local government.

Submitted February 3, 2026

Signed By:

/s/ 

Luke Coletti

RECEIVED
CITY MANAGER'S OFFICE
2026 FEB - 3 P 3:12
CITY OF PACIFIC GROVE

Acknowledgment of Elections Code § 18650

Submitted pursuant to Elections Code § 9608

I, Luke Coletti, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



Signature of Proponent

Dated this 3rd day of February, 2026

RECEIVED
CITY MANAGER'S OFFICE
2026 FEB -3 P 3:12
CITY OF PACIFIC GROVE

Petition for Submission to Voters of Proposed Amendment to the Charter of the City of Pacific Grove

To the Mayor and Council of the City of Pacific Grove:

We, the undersigned, registered and qualified voters of the State of California, residents of the City of Pacific Grove, pursuant to Section 3 of Article XI of the California Constitution and Chapter 2 (commencing with Section 34450) of Part 1 of Division 2 of Title 4 of the Government Code, present to the Mayor and Council of the City this petition and request that the following proposed amendment to the Charter of the City be submitted to the registered and qualified voters of the City for their adoption or rejection at the next statewide general, statewide primary, or regularly scheduled municipal election pursuant to Section 1200, 1201, or 1301.

The proposed charter amendment reads as follows:

Initiative Charter Amendment for Accountability, Oversight, and Transparency

SECTION 1: PURPOSE, EFFECT, FINDINGS, AND DEFINITIONS

- A. **Purpose:** The purpose of this *Initiative Charter Amendment for Accountability, Oversight, and Transparency* ("Initiative") is to require voter approval of compensation and benefits for the Mayor and the Councilmembers at the City's general municipal election, ensuring accountability and transparency through direct voter oversight at elections where voter participation will ordinarily be the highest.
- B. **Effect:** This Initiative amends the Charter of the City of Pacific Grove to require voter approval of compensation and benefits for the Mayor and the Councilmembers, to require fiscal impact reports before such measures are submitted to the voters, and to authorize reimbursement of actual and necessary expenses, as follows:
 - 1. **Compensation.** This Initiative requires voter approval at the City's general municipal election to fix the compensation for the Mayor and the Councilmembers. Compensation for the Councilmembers shall not exceed the amount permitted under State Law for a general law city of comparable population to Pacific Grove. The voters may authorize the Mayor to receive additional compensation beyond that of the Councilmembers. Prior to placing a compensation measure on the ballot, the Council must obtain and make publicly available a fiscal impact report describing the City's financial condition and the projected impacts of the proposed compensation. Any lawful compensation in effect as of the Effective Date of this Initiative shall remain in effect until modified in accordance with this Initiative.
 - 2. **Benefits.** This Initiative requires voter approval at the City's general municipal election to provide City-paid benefits for the Mayor and the Councilmembers. Benefits for the Mayor and the Councilmembers shall not exceed the limits permitted by applicable State Law for legislative body members. Prior to placing a benefits measure on the ballot, the Council must obtain and make publicly available a fiscal impact report describing the City's financial condition and the projected impacts of the proposed benefits. The Mayor and the Councilmembers may participate at their own expense in any City-sponsored plan for which participation is permitted by law and applicable plan rules. Any lawful benefits in effect as of the Effective Date of this Initiative shall remain in effect until modified in accordance with this Initiative.
 - 3. **Reimbursement.** This Initiative authorizes reimbursement of actual and necessary expenses incurred by the Mayor and the Councilmembers while serving in the performance of official duties, as provided by ordinance.
- C. **Findings:** The people of the City of Pacific Grove find that this Initiative promotes accountability, transparency, fiduciary responsibility, and public trust in local government, based upon the following findings, any one of which is sufficient to support adoption of this Initiative:

1. **Constitutional Authority.** The California Constitution expressly provides that amendment of a city charter may be proposed by initiative (Cal. Const., art. XI, § 3(b)). The California Constitution further provides that the compensation of city officers is a municipal affair subject to the provisions of a city charter as an exercise of a charter city's plenary authority to provide for the compensation of its officials. (Cal. Const., art. XI, § 5 subds. (a) & (b)(4)).
2. **History of Mayor and Council Compensation.** The City of Pacific Grove is a charter city organized under the Constitution of the State of California. Pacific Grove became a charter city on April 19, 1927 (Statutes 1927, page 2329). Revised Charters were adopted in 1955, 1969, and 1974. The 1969 Charter (Statutes 1969, page 3744) established that both the Mayor and the Councilmembers *"may receive compensation as provided by ordinance, but in no case shall the compensation exceed that amount which is permitted by State Law for General Law cities of comparable size to Pacific Grove."* This provision has never been amended to expressly authorize additional compensation for the Mayor and is therefore inconsistent with the City's longstanding practice. This Initiative corrects that inconsistency by expressly authorizing the Mayor to receive additional compensation, subject to voter approval. Prior to 1969, compensation for the Mayor and the Councilmembers was expressly prohibited.
3. **Controversy Surrounding Ordinance 25-007.** On May 7, 2025, during first reading of Ordinance 25-007, the Council rejected a motion to submit the proposed 130% salary increase to the voters. At the same meeting, the Council approved a motion to defer action on providing medical benefits for the Mayor and the Councilmembers until after the budget was finalized, leaving open the possibility of granting such benefits in the future. These actions, exemplified by Ordinance 25-007, underscore the need for a Charter amendment requiring voter approval to fix compensation and to provide benefits for the Mayor and the Councilmembers.
4. **Public Concern Drives Historic Referendum.** Following the final adoption of Ordinance 25-007 on May 21, 2025, citizens of the City exercised their right of referendum and, soon thereafter, submitted a petition bearing more than 1,800 signatures. On September 13, 2025, the Council repealed Ordinance 25-007, thereby removing the opportunity for voter oversight of the proposed compensation changes. The swift qualification of the petition reflected widespread opposition to the Council's existing authority to increase its own compensation and provide new benefits without voter approval. This referendum—the first to qualify in Pacific Grove since 1981—illustrates the electorate's demand for binding safeguards to prevent recurrence.
5. **Applying State Safeguards to the City Charter.** California Government Code section 36516.5 prohibits compensation changes from taking effect during a councilmember's current term, allowing adjustments only when one or more members begin a new term following an election. Because Pacific Grove is a charter city, this statutory safeguard does not apply unless adopted by the Charter. Ordinance 25-007 demonstrated that compensation changes may take effect immediately and without voter oversight. This Initiative requires that any compensation for the Mayor and the Councilmembers be fixed only upon voter approval at a general municipal election, thereby preventing self-dealing and ensuring accountability.
6. **Safeguarding the City Treasury from Self-Dealing.** The authority of the Council to grant itself benefits, including medical benefits, raises concerns about the fiduciary duty owed to taxpayers, as demonstrated by the recent attempt to consider granting medical benefits under Ordinance 25-007. This Initiative requires voter approval before the Mayor and the Councilmembers may receive City-paid benefits and further requires the Council, prior to placing any compensation or benefits measure on the ballot, to obtain and make publicly available a fiscal impact report detailing the City's financial condition, liabilities, unfunded obligations, reserves, revenues, and the projected impacts of the proposed compensation or benefits, thereby ensuring that public funds are protected from self-dealing and reinforcing the principle that elected officials serve as trustees, not beneficiaries.

7. **Lessons from Bell, California.** The 2010 scandal in the City of Bell exposed how local officials exploited charter city status, low-turnout elections, and the absence of meaningful voter oversight to approve extraordinary compensation for themselves and senior administrators, prompting statewide reforms to prevent similar abuses, see *People ex rel. Harris v. Rizzo* (2013) 214 Cal.App.4th 921. In 2013, Senate Bill 311 required that charter measures proposed by a city council be submitted to voters only at a statewide general election, ensuring that significant governance decisions occur when voter participation is highest. This Initiative applies that same safeguard locally by requiring that any measure to fix compensation or to provide City-paid benefits for the Mayor or the Councilmembers be approved by the voters at the City's general municipal election, thereby preventing self-dealing and ensuring accountability through maximum voter oversight.
8. **Maximizing Voter Participation in Elections.** From 2018 to 2024, Pacific Grove's general municipal election turnout averaged 81.30%, exceeding primary election turnout by 26.23%. This gap surpasses the threshold in the California Voter Participation Rights Act, which requires local elections to be consolidated with statewide general elections if holding them separately would reduce turnout by 25% or more. This Initiative builds on that safeguard by requiring that measures concerning compensation or benefits for the Mayor and the Councilmembers be submitted to the voters for approval only at a general municipal election, thereby ensuring that these decisions are made at the election with the highest level of voter participation. See Exhibit A.
9. **Minimal Cost of Adding Ballot Measures.** According to *Election Cost Estimates – A Guide for Districts* (Monterey County Elections, 2025), the estimated cost of consolidating a municipal election with a statewide general election is \$7–\$10 per registered voter, based on historical averages across all districts. Adding a city measure does not increase this per-voter cost because all contests—mayor, councilmembers, and ballot measures—are included within the standard estimate. Incremental costs are limited to items such as printing the text of a measure or including arguments and rebuttals, which represent only a minor portion of overall election expenses. This Initiative recognizes the existing cost structure of consolidated elections and provides that measures concerning compensation or benefits for the Mayor and the Councilmembers be submitted to the voters for approval only at a general municipal election, thereby ensuring voter control without significant additional expense. See Exhibit B.
10. **Initiative Upholds Accountability and Transparency.** This Initiative aligns Pacific Grove with best practices in municipal governance. It ensures that any decision on compensation or benefits is subject to voter oversight, protects public funds from misuse, and strengthens accountability, transparency, and public trust in local government.

D. Definitions: The following definitions apply to this Initiative and govern its interpretation:

1. **"Compensation"** has the meaning provided in Article 25, subdivision (a)(1), as set forth in Section 2.D of this Initiative.
2. **"Benefits"** has the meaning provided in Article 25, subdivision (b)(1), as set forth in Section 2.D of this Initiative.
3. **"General municipal election"** has the meaning provided in Article 8 of the City Charter, namely, the election held on the first Tuesday after the first Monday in November of each even-numbered year.
4. **"Submittal Date"** means February 3, 2026, the date that the notice of intention to circulate this Initiative was submitted to the elections official of the City of Pacific Grove.
5. **"Effective Date"** means the date that this Initiative became effective pursuant to State Law.

SECTION 2: PACIFIC GROVE CITY CHARTER AMENDMENTS

- A. This Initiative hereby amends the Charter of the City of Pacific Grove, as amended through the Submittal Date. New text to be inserted in the City Charter is indicated in **bold** type, and text to be deleted is indicated in ~~striketrough~~ type. Text in standard type currently appears in the City Charter.

- B. Article 11 of the City Charter shall be amended to read as follows:

Article 11. The Mayor.

A Mayor shall be elected at each general municipal election and shall hold office for the term of two years from and after the Tuesday next succeeding the day of such election and until a successor is elected and qualified. ~~The Mayor may receive compensation as provided by ordinance, but in no case shall the compensation exceed that amount which is permitted by State Law for General Law cities of comparable size to Pacific Grove.~~

The Mayor may receive compensation and may receive benefits in accordance with the provisions of Article 25 of this Charter. The Mayor may also be reimbursed for actual and necessary expenses incurred while serving in the performance of official duties, as provided by ordinance.

The Mayor shall be ineligible to hold any office or employment with the City except as a member of any board, commission or committee thereof of which the Mayor is constituted such member by General Law. In the name and on behalf of the City the Mayor shall sign all contracts, deeds, bonds and other legal instruments in which the city is a party. The Mayor or the Mayor's designate shall represent the City at all ceremonial functions of a social or patriotic character when it is desirable or appropriate to have the City represented officially thereat. The Council shall choose one of its members to serve as Mayor protempore during the absence of the Mayor. The Mayor shall preside over all Council meetings and shall be entitled to one vote.

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 that Council seat, which shall be filled in accord with the provisions of Article 12 of this Charter.

- C. Article 12 of the City Charter shall be amended to read as follows:

Article 12. The Council.

Three Councilmembers shall be elected at each general municipal election and shall hold office for the term of four years each from and after the Tuesday next succeeding the day of such election, and until their successors are elected and qualified.

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 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 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.

If any Councilmember of the City shall be absent for more than two consecutive regular meetings without good cause as determined by the Council, or shall cease to be a resident or elector of the City, or shall fail to qualify, or shall resign or be convicted of a felony, or be adjudged mentally incompetent, the Councilmember's office shall thereupon become vacant.

~~The Councilmembers may receive compensation as provided by ordinance, but in no case shall the compensation exceed that amount which is permitted by the State Law for General Law cities of comparable size to Pacific Grove.~~

The Councilmembers may receive compensation and may receive benefits in accordance with the provisions of Article 25 of this Charter. The Councilmembers may also be reimbursed for actual and necessary expenses incurred while serving in the performance of official duties, as provided by ordinance.

No Councilmember shall be eligible to hold any other office or employment with the City except as a member of any board, commission, or committee thereof, of which the Councilmember is constituted such member by the General Law of the State.

The term of office for a Councilmember who files as a candidate for the Office of Mayor shall automatically expire on the Tuesday next succeeding the general municipal election held following that filing. The filing period for candidates to fill such Councilmember's term shall be extended an additional five days.

- D. Article 25 of the City Charter shall be amended to read as follows:

Article 25. Compensation.

(a) Mayor and Councilmember Compensation.

(1) For purposes of subdivisions (a) and (b) only, "compensation" means salary, stipend, or other remuneration paid by the City to the Mayor and the Councilmembers for any and all service as elected officials. Compensation does not include benefits or reimbursements, or monies paid by other agencies for service on the legislative body of said agencies.

(2) Compensation for the Mayor and the Councilmembers shall be fixed only upon approval by the electors of the City at a general municipal election. Compensation for the Councilmembers shall not exceed the amount permitted by State Law for general law cities of comparable population to Pacific Grove; the Mayor may receive additional compensation, in an amount approved by the electors. The Mayor and the Councilmembers may waive compensation in whole or in part and the waived compensation shall be paid into the City treasury. Any lawful compensation in effect shall apply to all persons serving as the Mayor or as a Councilmember, whether elected or appointed to fill a vacancy.

(3) Prior to placing a compensation measure on the ballot, the Council shall obtain and make publicly available a fiscal impact report including, but not limited to, the City's current financial condition, liabilities, unfunded obligations, reserves, revenues, and projected impacts associated with the proposed compensation.

(b) Mayor and Councilmember Benefits.

(1) For purposes of subdivisions (a) and (b) only, "benefits" means any City-paid health, welfare, retirement, or other benefit provided to the Mayor or the Councilmembers that is not required by State or Federal law.

(2) Benefits for the Mayor and the Councilmembers shall be provided only upon approval by the electors of the City at a general municipal election. Benefits for the Mayor and the Councilmembers shall not exceed the limits permitted by applicable State Law for legislative body members. The Mayor and the Councilmembers may decline benefits to the extent permitted by law and applicable plan rules. This subdivision does not prohibit the Mayor or the Councilmembers from participating at their own expense in any City-sponsored plan for which participation is permitted by law and applicable plan rules. This subdivision does not apply to any benefit or contribution required by State or Federal law. Any lawful benefits in effect shall apply to all persons serving as the Mayor or as a Councilmember, whether elected or appointed to fill a vacancy.

(3) Prior to placing a benefits measure on the ballot, the Council shall obtain and make publicly available a fiscal impact report including, but not limited to, the City's current financial condition, liabilities, unfunded obligations, reserves, revenues, and projected impacts associated with the proposed benefits.

(c) The Council shall fix the compensation of all other City officers and employees. The compensation of all other officers and employees shall be fixed by ordinance. Any fees received by any officer or employee in connection with official duties shall be paid into the City treasury.

SECTION 3: IMPLEMENTATION

- A. **City Charter Amendments:** Upon approval by the voters, this Initiative shall be filed with the California Secretary of State and recorded with the Monterey County Recorder, in the manner required by law, such that SECTION 2 of this Initiative (PACIFIC GROVE CITY CHARTER AMENDMENTS) shall become effective.
- B. **Other Ordinances, Policies, and Plans:** The City of Pacific Grove is hereby authorized and directed to amend the Pacific Grove Municipal Code, and other ordinances, policies, and plans affected by this Initiative, as soon as possible and periodically thereafter as necessary to ensure consistency between the provisions adopted in this Initiative.
- C. **Implementing Ordinances:** The Council is authorized, after a duly noticed public hearing, to adopt implementing ordinances, policies, guidelines, rules, and/or regulations, as necessary, to further the purposes of this Initiative.
- D. **Defense of Initiative:** The Council shall take all steps reasonably necessary to defend this Initiative against any challenge to its validity. Notwithstanding the Council's obligation to defend this Initiative, the Initiative's proponents shall have the right to intervene in any action challenging the Initiative's validity and shall be afforded the full right to participate as a party thereto.
- E. **Prospective Application:** Any lawful compensation or benefits in effect on the Effective Date of this Initiative shall remain in effect unless and until modified in accordance with this Initiative.

SECTION 4: EFFECT OF COMPETING OR ALTERNATIVE MEASURE ON THE SAME BALLOT

This Initiative establishes a comprehensive requirement for voter approval of compensation and benefits for the Mayor and the Councilmembers. If any other charter amendment measure appearing on the same ballot (1) addresses compensation or benefits for the Mayor or the Councilmembers, (2) amends Articles 11, 12, or 25 of the City Charter, or (3) otherwise conflicts with any provision of this Initiative, the measures shall be deemed to be in conflict.

Article XI, § 3 (d) of the California Constitution provides: *"If provisions of two or more measures approved at the same election conflict, those of the measure receiving the highest affirmative vote shall prevail."*

Accordingly, if this Initiative and any such conflicting measure are both approved at the same election, the measure receiving the highest affirmative vote shall prevail, and the other measure shall not take effect.

SECTION 5: SEVERABILITY AND INTERPRETATION

This Initiative shall be broadly construed in order to achieve its purpose. This Initiative shall be interpreted so as to be consistent with all applicable State and Federal laws, rules, and regulations.

If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Initiative. The voters hereby declare that this Initiative, and each section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion thereof would have been adopted or passed even if one or more sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, parts, or portions were declared invalid or unconstitutional.

If any provision of this Initiative is held invalid as applied to any person or circumstance, such invalidity shall not affect any application of this Initiative that can be given effect without the invalid application.

Any singular term shall include the plural and any plural term shall include the singular. The title and captions of the various sections in this Initiative are for convenience and organization only, and are not intended to be referred to in construing the provisions of this Initiative.

SECTION 6: EFFECTIVE DATE

This Initiative shall become effective in the manner allowed by law.

SECTION 7: AMENDMENT OR REPEAL

This Initiative may be amended or repealed only by the voters of the City of Pacific Grove.

SECTION 8: EXHIBITS

Two tables are attached to this Initiative as Exhibits for informational purposes only: (A) *Pacific Grove Voter Turnout, 2018-2024*, and (B) *Pacific Grove General Municipal Election Costs, 2018-2024*. These tables are not affected by this Initiative.

Exhibit A

Attached for informational purposes only is a table showing Pacific Grove's Voter Turnout in primary elections (55.07%) and general municipal elections (81.30%) from 2018 to 2024, sourced from certified election data. The 26.23 percentage-point gap, which exceeds the threshold established by the California Voter Participation Rights Act, further justifies requiring voter approval of proposed changes to compensation and benefits at a general municipal election. This table is not affected by this Initiative.

Pacific Grove Voter Turnout, 2018-2024				
Election Year	Election Type	Registered Voters	Votes Cast	Turnout (%)
2018	Primary	9,598	5,053	52.65%
2020	Primary	10,131	6,710	66.23%
2022	Primary	10,428	5,108	48.98%
2024	Primary	10,218	5,357	52.43%
Average	-	-	-	55.07%
Election Year	Election Type	Registered Voters	Votes Cast	Turnout (%)
2018	General	10,025	7,960	79.40%
2020	General	10,694	9,677	90.49%
2022	General	10,488	7,334	69.93%
2024	General	10,484	8,952	85.39%
Average	-	-	-	81.30%

Exhibit B

Attached for informational purposes only is a table showing the total invoiced costs of consolidated general municipal elections in the City of Pacific Grove from 2018 to 2024, as billed by Monterey County Elections. The table includes the total number of candidates and local ballot measures for each election. As reflected in the table, variations in the number of candidates and the inclusion of local ballot measures did not result in significant changes to total election costs, demonstrating that adding a City ballot measure to an already consolidated election does not materially increase overall election expenses. This table is not affected by this Initiative.

Pacific Grove General Municipal Election Costs, 2018-2024				
Election Contests	2018	2020	2022	2024
Mayoral Candidates	3	1	2	3
Council Candidates	7	6	6	6
Local Ballot Measures	2	1	2	2
Total Election Cost	\$53,583	\$60,671	\$63,595	\$57,893

City Attorney's Impartial Title and Summary

City of Pacific Grove Ballot Initiative Charter Amendment Requiring Voter Approval of Mayor and Councilmember Compensation and Benefits

This measure amends the Charter of the City of Pacific Grove to require voter approval, at the City's General municipal election, before the City may fix compensation or provide City-paid benefits for the Mayor or Councilmembers.

The measure provides that compensation for Councilmembers may not exceed the amount permitted by State law for general law cities of comparable population to the City of Pacific Grove. This measure authorizes voters to approve additional compensation for the Mayor. The Mayor or Councilmembers may waive compensation in whole or in part and the waived compensation shall be paid into the City treasury. Any lawful compensation in effect when this measure becomes effective would remain in effect unless modified in accordance with this measure.

This measure requires voter approval before providing City-paid benefits to the Mayor or Councilmembers, subject to limits imposed by applicable State law for legislative body members. The Mayor or Council members may decline benefits to the extent allowed by law and applicable benefit plan rules. The Mayor or Councilmembers may participate, at their own expense, in City-sponsored benefits if allowed by law and the applicable benefit plan rules. The measure does not apply to benefits required by State or Federal law.

Before placing a compensation or benefits measure on the ballot, the City must obtain and make publicly available a fiscal impact report. The fiscal impact report must include the City's current financial condition, liabilities, unfunded obligations, reserves, revenues, and projected impact associated with the proposed compensation or benefits.

This measure authorizes reimbursement of actual and necessary expenses incurred by the Mayor or Councilmembers in the performance of official duties, as provided by ordinance.

This measure may be amended or repealed only by the voters of the City of Pacific Grove.

MONTEREY COUNTY ELECTIONS

1441 Schilling Place – North Building
Salinas, CA 93901
CountyofMonterey.gov/Elections

PO Box 4400
Salinas, CA 93912

831-796-1499 Phone
831-755-5485 Fax
Elections@countyofmonterey.gov

Gina Martinez
Registrar of Voters

Jessica Cedillo
Assistant Registrar of Voters



Certificate of Signature Verification

WHEREAS, the City of Pacific Grove Ballot Initiative Charter Amendment Requiring Voter Approval of Mayor and Councilmember Compensation and Benefits petition was transferred by the City Clerk of the City of Pacific Grove to the County of Monterey, Elections Department for signature verification on August 17, 2026;

WHEREAS, the petition consists of 88 sections and 2,120 signatures;

WHEREAS, each section contains signatures purporting to be the signatures of qualified Electors of this county; that attached to each petition at the time it was filed was an affidavit purporting to be the affidavit of the persons who solicited the signatures, and containing the dates between which the purported qualified electors signed the petition; that the affiant stated his or her own qualifications, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person whose name it purports to be;

WHEREAS, pursuant to Elections Code §§§ 9266, 9114 & 9115, the City Elections Official may request a random sampling review of 3% or 500 petition signatures, whichever number is greater, or a *full-check* review of the petition signatures;

WHEREAS, of the 2,120 signatures submitted, per the City Clerk, Elections conducted a review of the petition following the *full-check* methodology by examining the records of registration of this County, current and in effect at the respected purported dates of such signing, to determine what number of qualified electors signed the petition;

WHEREAS, Elections Code § 9255 provides that the minimum number of signatures required for a charter amendment proposed by petition is not less than 15%, or 1,582 valid signatures, of the voters in the City, according to the last report of registration by the County Elections Official to the Secretary of State pursuant to Section 2187, and there are 10,549 registered voters in the City of Pacific Grove as of the report of registration at the time of filing;

WHEREAS, of the 2,120 signatures submitted in the raw count, 2,120 signatures were verified; 1,725 signatures were deemed valid; and 395 signatures were found not sufficient;

NOW, THEREFORE, BE IT RESOLVED, the number of valid signatures on said petition exceeds 15% of the registered voters in the City of Pacific Grove.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 22nd day of September, 2026.

Gina Martinez
Registrar of Voters
County of Monterey



RESOLUTION NO. 26-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE ACCEPTING THE CERTIFICATE OF SIGNATURE VERIFICATION

1. On February 3, 2026, Proponent presented the City Clerk's Office with a Notice of Intent to Circulate Petition for the purpose of amending the City Charter to require voter approval of compensation and benefits for the Mayor and Council Members.
2. On February 19, 2026, the City Clerk transmitted the approved City Attorney's Title and Impartial Summary commencing the period to circulate petitions February 27, 2026 to August 17, 2026.
3. On August 17, 2026, Proponent submitted the Charter Amendment Initiative petition in sections. The petition format was reviewed for adherence to state law (e.g. required heading, copy of the ordinance, proper components for voter entries, declaration of circulator) and was found to comply. A prima facie count was conducted by the City Clerk's office, and it was established that there were 2105 signatures received.
4. On August 17, 2026, the Charter Amendment Initiative petition was delivered to the Monterey County Elections Department and Registrar of Voters for review of the petition signatures. The City's instructions to the County requested examination of signatures and certification be accomplished by full check pursuant to Elections Code Section 9114. Based on the County Registrar's January 14, 2026, official report of registration to the Secretary of State of 10,549 registered voters in the City of Pacific Grove, 15% of registration required 1582 valid signatures to qualify.
5. On September 22 2025, the Monterey County Registrar of Voters provided the City with its Certificate of Signature Verification resolving that the number of valid signatures on said petition exceeds 15% of the registered voters in the City of Pacific Grove; as required for a charter amendment initiative.
6. This action does not constitute a "Project" under California Environmental Quality Act (CEQA) Guidelines Section 15378.

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

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

SECTION 2. The City Council accepts the Certificate of Signature Verification, and hereby authorizes and directs the City Clerk to enter upon the records of this Council the Certificate of Signature Verification, attached hereto as Exhibit A.

SECTION 4. This resolution shall take effect immediately following passage and adoption.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 7th day of October 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