



CITY OF PACIFIC

GROVE

300 Forest Avenue
Pacific Grove, California 93950
Telephone (831) 648-3100 • Fax (831) 375-9863

Regular Meeting Minutes

LIBRARY BOARD

DATE & TIME: Tuesday, August 20, 2019, 7:00 p.m.
LOCATION: City Council Chambers, City Hall, 300 Forest Ave., Pacific Grove, CA 93950

MEETING AGENDA

1. **Call to Order – 7:03 p.m.**
2. **Roll Call** – Present: Faye Mueller-Delia, Patricia Davis, Heather Lazare, Carolyn Griffin, Library Director Scott Bauer & Assistant City Attorney Michael Laredo. Absent: Marybeth Rinehart & Council Liaison Cynthia Garfield
3. **Approval of the Agenda** – Motion made by Board member Davis and Lazare seconded. Agenda approved unanimously.
4. **Re-Election of Library Board’s Secretary**
 - A. Resignation of Library Board’s Secretary, Marybeth Rinehart, was accepted and Carolyn Griffin was elected to fill the position for the term of August 2019 – January 2020.
5. **Approval of the Minutes of the June 20, 2019 Meeting** – Approved unanimously with minor changes.
6. **Public Comment**
Comments from the audience will not receive Board action at this meeting. Comments may concern matters either on or not on the agenda, but must deal with matters subject to the jurisdiction of the Library Board. Comments are limited to three minutes unless the Board decides otherwise.
 - a. Written communications. - None

- b. Oral communications. – Kim Bui-Burton, representing the Friends of the Library, the Foundation, and the Friends Fund for the Future, congratulated the Library on progress of the Renewal Project and explained some of the considerations the Library had in finding an interim space.

Receive oral input from members of the public on any item within the board's purview but not on that meeting's agenda. Comments are generally limited to three minutes and will not receive board action. Note: comments from members of the public relative to an item on that meeting's agenda are normally taken during the board's consideration of that item. However, the chair may accept public comment at the beginning of the meeting on items on the agenda, in the case of schedule conflicts, site visits, or other appropriate reasons.

- 7. **Board Announcements** – Board Chair Mueller-Delia thanked Board Members for their cooperation in rescheduling the meeting.

- 8. **Reports**

- A. Chair's Report – None.
- B. Friends of the Library Board Liaison Report – None.
- C. City Council Liaison Report – None.
- D. Library Director Report – Director Bauer reported that bids for the Renewal Project have been open and the lowest bid was received from Avila Construction, a local company.

- 9. **Ongoing Business**

- A. Update on Temporary Library Location Search
Director Bauer provided an update on the Library's negotiations with the developer of The Holman. Lease language has been agreed to but a date for moving has not been set yet. Lease will go to Council for approval and for signing after the date is set.
- B. Library Renewal Project Report
Director Bauer presented a powerpoint which will be shown at the August 21st City Council meeting. He urged the Board to send a representative to speak in favor of accepting the winning bid. Members Davis and Lazare will attend.
- C. Library Board Responsibilities per the 2011 addendum to the Library Board Charter
Members discussed the Addendum and agreed that it does not reflect the current duties of the Board. Motion made by Davis, seconded by Lazare and unanimously approved to request Library Director and staff to prepare a proposal that the Amendment be rescinded.

10. New Business

A. Friends of the Library/Foundation Activities Reports for the Library Board
Members agreed that a bi-monthly report would be useful to the Board and Kim Bui-Burton spoke on behalf of the Friends of the Library and the Foundation in favor of the report. The Board authorized Mueller-Delia to prepare and send the letter. Motion made by Davis and seconded by Lazare and approved unanimously by the Board.

11. Adjournment –adjourned at 8:25 pm.

This meeting is open to the public and all interested persons are welcome to attend. The City of Pacific Grove does not discriminate against individuals with disabilities and meetings are held in accessible facilities.

HOLMAN LIBRARY LEASE AGREEMENT

THIS LEASE (Lease) dated ____ day of August 2019

BETWEEN:

MONTEREY CAPITAL, LLC and DAVID GASH (LANDLORD)

and

CITY of PACIFIC GROVE (CITY)

IN CONSIDERATION OF Landlord leasing certain premises to City, City leasing those premises from Landlord, and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, Landlord and City (collectively "Parties") agree as follows:

INTENT OF LEASE.

- 1. It is the intent of this Lease and agreed to by the Parties that use of the Premises will be as a temporary Public Library. This use includes all Library-related activities normally held at the Pacific Grove Public Library (550 Central Avenue, Pacific Grove). City will pay the Base Rent and specified utilities and Landlord will be responsible for all other service charges, utilities and taxes related to the Premises and the operation of the Building as specifically provided in this Lease.

LEASED PREMISES.

- 2. Landlord agrees to rent to City the Premises inside the Holman Building, described as 542 Lighthouse Avenue, Pacific Grove, CA 93950 (Building). The Leased Premises are as shown in the outlined area of "Lease Attachment A" and are described as follows:
 - a. Unit 111 (6,792 sq. ft.);
Including the common area, the total is 7,642 square feet.
- 3. Subject to approval by City, Landlord shall provide space at the entrance of the Holman Building, as described above, to be used by City as a "Book Drop" for the return of Library materials. The Book Drop shall provide access from outside the Building and be able to accept books up to 3-1/2"H x 18"W through the return slot and have room inside the Building for books to drop into a cart with the dimensions of 38-1/2"H x 31-1/4"W x 34-1/2"D.

TERM.

- 4. The term of the Lease commences on October 1, 2019 (the "Lease Commencement Date") and ends on September 30, 2020 (the "Term") and then on a month to month

basis thereafter, until either Party terminates this Lease by delivering to the other Party written termination notice in advance.

5. Parties may terminate this Lease during its Term in accord with the provisions of this Lease.

RENT.

6. City shall pay to Landlord the required first and last month's rent of \$22,800.00 upon execution of the Lease.
7. City shall thereafter pay to Landlord the Base Rent of \$11,400.0 per month for use of the Leased Premises, which shall be payable on or before the First of each and every month of the Term.
8. No acceptance by Landlord of any amount less than the full amount owed will be taken to operate as a waiver by Landlord for the full amount or in any way to defeat or affect the rights and remedies of Landlord to pursue the full amount.
9. There shall be no security deposit.

USE, OCCUPATION, AND CARE OF LEASED PREMISES.

10. This Lease is for use of the Leased Premises as a temporary Public Library. Use includes, but is not limited to, public access, public events, and all Library-related activities normally held at the Pacific Grove Public Library. Landlord expressly permits use of the Leased Premises for such Public Library purposes.
11. City shall continuously occupy and utilize the entire Leased Premises in the active conduct of its public business during regular business hours (M-Th 8:00 am – 7:00 pm; F 8:00 a.m. – 5:00 pm). Library staff may arrive before and remain after these hours to perform Library-related activities to include but not be limited to cleaning, repairing, shelving, cataloguing and other Library related maintenance.
12. City covenants it will carry on and conduct business from time to time within the Leased Premises in compliance with all statutes, bylaws, rules and regulations of any federal, provincial, municipal, or other competent authority and will not do anything on or in the Leased Premises in contravention of any of them.
13. City shall promptly notify Landlord of any damage, or of any situation that may significantly interfere with its use of the Leased Premises.

ADA COMPLIANCE; MAINTENANCE.

14. Landlord warrants that ingress and egress of the Leased Premises are in compliance with the Americans with Disabilities Act (ADA) as of the Lease Commencement Date and shall be responsible, at its sole cost and expense, for compliance of the Leased Premises and Building with the ADA.
15. Landlord agrees to use commercially reasonable efforts to maintain the structural portions of the Leased Premises (including, but not limited to, exterior demising walls, foundation, windows, roof and parking areas that form a part of the Building) to a standard which is at least equal to the standard of maintenance in comparable buildings, and shall make such repairs thereto as become necessary as expeditiously as circumstances permit after obtaining actual notice of the need for such repairs.

QUIET ENJOYMENT.

16. Landlord covenants that by City paying Rent and performing the covenants contained in this Lease, City shall peacefully and quietly have, hold, and enjoy the Leased Premises for the agreed Term.
17. Landlord shall maintain and provide public access to the Leased Premises during business hours (M-Th 8:00 am – 7:00 pm; F 8:00 am – 5:00 pm), and such additional hours as may be needed by Library staff. Public and employee access shall remain available and uninterrupted during any construction or sidewalk repair work at the Building.

LANDLORD IMPROVEMENTS.

18. Landlord shall provide up to \$40,000.00 in Tenant Improvements allowance to be performed by Developer/Contractor Gold Coast Design, Inc. City shall pay all permit costs for the Tenant Improvements.
19. Specifications for the Tenant Improvements are set forth in Exhibit A, attached hereto and incorporated by reference.
20. Landlord shall obtain all appropriate permits and abide by all rules and regulations of all federal, provincial, municipal, or other competent authority related to construction and completion of the Tenant Improvements.
21. Landlord shall complete all Tenant Improvements by October 1, 2019, unless an extension of time is mutually agreed upon by the Parties.
22. Completion of Tenant Improvements is subject to the approval and acceptance of the City, which shall not be unreasonably withheld.

UTILITIES AND OTHER COSTS.

23. Landlord is responsible for payment of the following utilities and other charges related to the Leased Premises: natural gas, water, and sewer.
24. City is responsible for payment of the following utilities and other charges related to the Leased Premises: electricity, telephone, internet, and cable.

INDEMNIFICATION.

25. Landlord shall indemnify, defend, and hold harmless 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 Lease, except to the extent that such claims, liabilities, or losses result from, in whole or in part, the sole negligence or willful misconduct of City. "Landlord's performance" includes Landlord's action or inaction and the action or inaction of Landlord's officers, employees, agents and subcontractors.

INSURANCE; PROPERTY TAXES

26. Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.
27. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amount as Landlord shall deem appropriate.
28. Landlord shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the particular activities of each in the Building with the premiums thereon fully paid on or before the effective date of the Lease Term. Such insurance policy shall be issued by and binding upon an insurance company and shall afford minimum protection of not less than **\$1,000,000.00** combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall provide City with current Certificates of Insurance evidencing Landlord's compliance with this Paragraph.
29. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act of negligence by Landlord or by any of Landlord's agents, employees or invitees, City rent shall be diminished or abated while such damages are under repair, and Landlord shall be responsible for the costs of repair not covered by insurance.

DAMAGES; BREACH; REMEDIES

30. If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by City or by any of City's agents, employees or invitees, that the same cannot be used for City's purposes, then City shall have the right within sixty (60) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for City purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. City shall be relieved from paying rent and other charges during any portion of the Lease Term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for City's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to City. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond City's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for City's purposes.
31. In the event of a default made by a Party in the performance of a covenant, or condition of this Lease, the other Party shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event that the defaulting Party shall fail to cure any default within the time allowed under this paragraph, the other Party may declare the

Term of this Lease ended and terminated by giving the defaulting Party written notice of such intention. In addition to the remedy above provided, the Parties shall have any other right or remedy available either in law or equity. The Parties shall use reasonable efforts to mitigate their damages.

TERMINATION, SURRENDER, AND HOLDOVER.

- 32. At the expiration of the Term, City shall quit and surrender the Leased Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages expected.
- 33. Should City remain in possession of the Leased Premises with the consent of Landlord after the natural expiration of this Lease, a new tenancy from month-to-month will be created between the Parties, which will be subject to all the terms and conditions of this Lease but will be terminable upon either Party giving one month’s notice to the other Party.
- 34. Notwithstanding anything to the contrary in this Lease, either Party shall have the right to terminate this Lease, at its convenience and without reason or cause, on thirty (30) days prior written notice.
- 35. Notwithstanding anything to the contrary in this Lease, either Party shall have the right to terminate this Lease for good cause and in the event of default.
In the event of early termination, City shall be relieved of any liability for further Rent payments.

NOTICES.

- 36. Notices required under this Lease shall be delivered personally or by first-class, postage pre-paid mail to Landlord’s and City’s contract administrators at the addresses listed below:

FOR CITY:	FOR LANDLORD:
Ben Harvey, City Manager Name and Title	Dave Gash / Member Name and Title
300 Forest Avenue Pacific Grove, CA 93950 Address	7667 Vickers Street San Diego, CA 92111 Address
(831) 648-3106 Phone	(619) 400-7616 Phone

MISCELLANEOUS PROVISIONS.

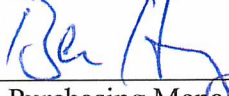
- 37. Amendment. This Lease may be amended or modified only by an instrument in writing signed by the Parties.

38. Waiver. Any waiver of any terms and conditions of this Lease must be in writing and signed by City and Landlord. A waiver of any of the terms and conditions of this Lease shall not be construed as a waiver of any other terms or conditions in this Lease.
39. Disputes. If a dispute arises under this Lease, Landlord and City hereby agree to make good faith efforts to resolve the dispute as quickly as possible. In the event any dispute arising from or related to this Lease 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.
40. Assignment and Subcontracting. Landlord shall not assign, sell, or otherwise transfer its interest or obligations in this Lease without the prior written consent of the City. None of the services covered by this Lease shall be subcontracted without the prior written approval of the City. Notwithstanding any such subcontract, Landlord shall continue to be liable for the performance of all requirements of this Lease.
41. Successors and Assigns. This Lease and the rights, privileges, duties, and obligations of City and Landlord under this Lease, 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.
42. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Lease.
43. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Lease.
44. Time is of the Essence. Time is of the essence in each and all of the provisions of this Lease.
45. Governing Law and Venue. This Lease shall be governed by and interpreted under the laws of the State of California. Venue for any action shall be in the County of Monterey.
46. Construction of Lease. Landlord and City agree that each party has fully participated in the review and revision of this Lease 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 Lease or any amendment to this Lease.
47. Counterparts. This Lease 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 Lease.
48. Authority. Any individual executing this Lease on behalf of City or Landlord represents and warrants hereby that they have the requisite authority to enter into this Lease on behalf of such party and bind the party to the terms and conditions of this Lease.
49. Integration. This Lease, including the exhibits any documents incorporated by reference, represent the entire Lease between Landlord and City with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations, or agreements, either written or oral, between Landlord and City as of the effective date of this Lease, which is the date that the City signs the Lease.
50. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Lease and the Provisions of any exhibit or other attachment to this Lease, the provisions of this Lease shall prevail and control.

51. Severability. If any of the provisions contained in the Lease 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 Lease for any cause. If a part of this Lease is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Lease 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.

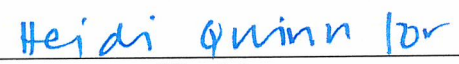
IN WITNESS WHEREOF, City and Landlord have executed this Lease as of the day and year written below.

CITY OF PACIFIC GROVE

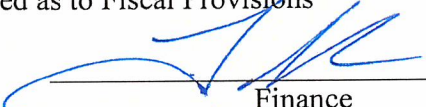
By: 
 Purchasing Manager
 Date: 9/5/19

By: _____
 Program Manager/Dep't Head
 Date: _____

Approved as to Form

By: 
 City Attorney
 Date: 9/5/19

Approved as to Fiscal Provisions

By: 
 Finance
 Date: 9/5/2019

LANDLORD

Dave Gash / Monterey Capital, LLC
 Managing Member
 Landlord Co/Title

By: _____
 (Signature of Chair, President, or Vice-President)*

Dave Gash / Managing Member
 Name and Title

Date: _____

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

 Name and Title

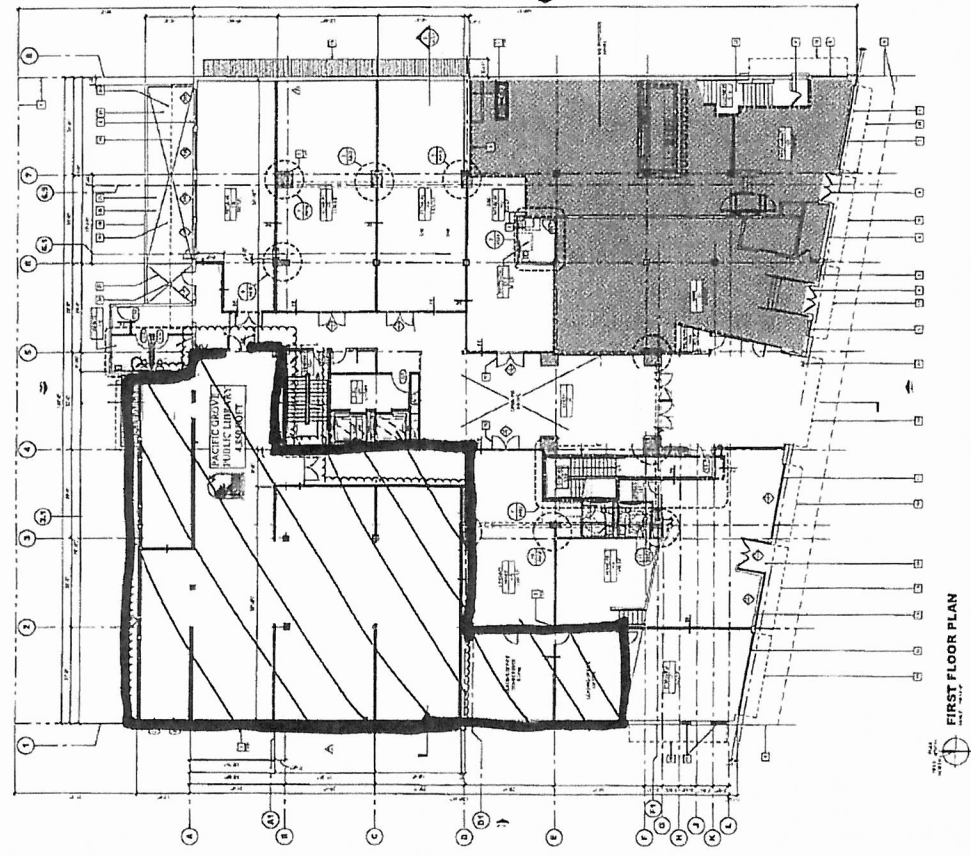
Date: _____

City Agreement Number: _____.

*INSTRUCTIONS: If Landlord 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 Landlord 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 Lease on behalf of the partnership. If Landlord is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Lease.

LEASE ATTACHMENT A

LEASE ATTACHMENT A



AREA CALCULATIONS

FLOOR	AREA (SQ. FT.)	PERCENTAGE
FIRST FLOOR	10,000	100%
TOTAL	10,000	100%

KEY NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. FINISHES ARE AS SHOWN ON THE FINISH SCHEDULE.
3. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
4. ALL FLOORS ARE TO BE POLISHED CONCRETE UNLESS OTHERWISE NOTED.
5. ALL CEILING ARE TO BE POP UNLESS OTHERWISE NOTED.
6. ALL DOORS ARE TO BE 30" WIDE UNLESS OTHERWISE NOTED.
7. ALL WINDOWS ARE TO BE 48" WIDE UNLESS OTHERWISE NOTED.
8. ALL STAIRS ARE TO BE 48" WIDE UNLESS OTHERWISE NOTED.
9. ALL ELEVATORS ARE TO BE 48" WIDE UNLESS OTHERWISE NOTED.
10. ALL MECHANICAL ROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
11. ALL ELECTRICAL ROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
12. ALL TELEPHONE ROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
13. ALL JANUARY ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
14. ALL RESTROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
15. ALL STORAGE AREAS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
16. ALL OFFICES ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
17. ALL CONFERENCE ROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
18. ALL BREAK ROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
19. ALL LOBBY ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
20. ALL RECEPTION AREAS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.

LEGEND

WALL
 DOOR
 WINDOW
 STAIRCASE
 ELEVATOR
 MECHANICAL ROOM
 ELECTRICAL ROOM
 TELEPHONE ROOM
 JANUARY
 RESTROOM
 STORAGE AREA
 OFFICE
 CONFERENCE ROOM
 BREAK ROOM
 LOBBY
 RECEPTION AREA

PARTITION SCHEDULE

NO.	DESCRIPTION	FINISH
1	1/2" GYP BOARD	PAINT
2	1/2" GYP BOARD	PAINT
3	1/2" GYP BOARD	PAINT
4	1/2" GYP BOARD	PAINT
5	1/2" GYP BOARD	PAINT
6	1/2" GYP BOARD	PAINT
7	1/2" GYP BOARD	PAINT
8	1/2" GYP BOARD	PAINT
9	1/2" GYP BOARD	PAINT
10	1/2" GYP BOARD	PAINT
11	1/2" GYP BOARD	PAINT
12	1/2" GYP BOARD	PAINT
13	1/2" GYP BOARD	PAINT
14	1/2" GYP BOARD	PAINT
15	1/2" GYP BOARD	PAINT
16	1/2" GYP BOARD	PAINT
17	1/2" GYP BOARD	PAINT
18	1/2" GYP BOARD	PAINT
19	1/2" GYP BOARD	PAINT
20	1/2" GYP BOARD	PAINT

WALL TYPE NOTES

1. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
 2. ALL WALLS ARE TO BE 12" THICK UNLESS OTHERWISE NOTED.
 3. ALL WALLS ARE TO BE FINISHED WITH PAINT UNLESS OTHERWISE NOTED.
 4. ALL WALLS ARE TO BE FINISHED WITH POP UNLESS OTHERWISE NOTED.
 5. ALL WALLS ARE TO BE FINISHED WITH GYP BOARD UNLESS OTHERWISE NOTED.
 6. ALL WALLS ARE TO BE FINISHED WITH BRICK UNLESS OTHERWISE NOTED.
 7. ALL WALLS ARE TO BE FINISHED WITH STUCCO UNLESS OTHERWISE NOTED.
 8. ALL WALLS ARE TO BE FINISHED WITH TERRAZZO UNLESS OTHERWISE NOTED.
 9. ALL WALLS ARE TO BE FINISHED WITH MARBLE UNLESS OTHERWISE NOTED.
 10. ALL WALLS ARE TO BE FINISHED WITH GRANITE UNLESS OTHERWISE NOTED.
 11. ALL WALLS ARE TO BE FINISHED WITH SLATE UNLESS OTHERWISE NOTED.
 12. ALL WALLS ARE TO BE FINISHED WITH QUARTZ UNLESS OTHERWISE NOTED.
 13. ALL WALLS ARE TO BE FINISHED WITH CEMENT UNLESS OTHERWISE NOTED.
 14. ALL WALLS ARE TO BE FINISHED WITH PLASTER UNLESS OTHERWISE NOTED.
 15. ALL WALLS ARE TO BE FINISHED WITH GIPSUM UNLESS OTHERWISE NOTED.
 16. ALL WALLS ARE TO BE FINISHED WITH FIBERGLASS UNLESS OTHERWISE NOTED.
 17. ALL WALLS ARE TO BE FINISHED WITH POLYURETHANE UNLESS OTHERWISE NOTED.
 18. ALL WALLS ARE TO BE FINISHED WITH POLYESTER UNLESS OTHERWISE NOTED.
 19. ALL WALLS ARE TO BE FINISHED WITH POLYPROPYLENE UNLESS OTHERWISE NOTED.
 20. ALL WALLS ARE TO BE FINISHED WITH POLYETHYLENE UNLESS OTHERWISE NOTED.

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. FINISHES ARE AS SHOWN ON THE FINISH SCHEDULE.
3. ALL WALLS ARE TO BE CONCRETE UNLESS OTHERWISE NOTED.
4. ALL FLOORS ARE TO BE POLISHED CONCRETE UNLESS OTHERWISE NOTED.
5. ALL CEILING ARE TO BE POP UNLESS OTHERWISE NOTED.
6. ALL DOORS ARE TO BE 30" WIDE UNLESS OTHERWISE NOTED.
7. ALL WINDOWS ARE TO BE 48" WIDE UNLESS OTHERWISE NOTED.
8. ALL STAIRS ARE TO BE 48" WIDE UNLESS OTHERWISE NOTED.
9. ALL ELEVATORS ARE TO BE 48" WIDE UNLESS OTHERWISE NOTED.
10. ALL MECHANICAL ROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
11. ALL ELECTRICAL ROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
12. ALL TELEPHONE ROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
13. ALL JANUARY ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
14. ALL RESTROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
15. ALL STORAGE AREAS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
16. ALL OFFICES ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
17. ALL CONFERENCE ROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
18. ALL BREAK ROOMS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
19. ALL LOBBY ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.
20. ALL RECEPTION AREAS ARE TO BE 10' X 10' UNLESS OTHERWISE NOTED.

NEW

Retail	Unit #	Sq Ft
Retail #5 **	111	1,696
Retail #6	110	1,153
Retail #7	109	973
Retail #8	108	2,051
Retail #10	112	919
Common Area		850
		7,642
Total		7,642



JB

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

REPORT TO THE LIBRARY BOARD

TO: Library Board Members
FROM: Scott Bauer, Library Director
MEETING DATE: 09/10/2019
SUBJECT: Update on Pacific Grove Library Renewal Project & Temporary Library Location
CEQA: Does Not Constitute a "Project" per California Environmental Quality Act (CEQA) Guidelines Section 15378

Renewal Project

On Wednesday, August 21, the Pacific Grove City Council voted unanimously to approve the awarding of a contract to Avila Brothers Construction. In addition, the Council agreed to provide an additional \$146,000 for the project, matching an equal amount to be provided by the Library Foundation and the Friends of the Library, to make up for the gap between the total project cost and the available funding for the full Renewal Project.

The current time frame for the Renewal Project looks like:

- Early September: Meet with Avila Brothers to set a beginning date and a schedule for construction.

Temporary Library Location and Continuity of Library Service

Also at the August 21st City Council meeting the City Council approved entering into a lease for temporary space for the Library at The Holman. The Holman has obtained contingent approval for occupancy of the 1st and 2nd floors of the building and the lease for the space will be signed by Dave Gash and City Manager Ben Harvey by Thursday, September 5, 2019.

With this in mind, the time line for the temporary location now looks like:

- September 6-October 6: Tenant Improvements installed.
- October 7-October 14: Move to The Holman; Library closed at both locations.
- October 15: Library opens in temporary space at The Holman.

The last two bullets are tentative as they depend on both the completion of the tenant improvements and the start date chosen for the construction of the Library Renewal Project remodel.

RESPECTFULLY SUBMITTED:

Scott Bauer

Scott Bauer
Library Director

8C



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

AGENDA REPORT

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: Scott Bauer, Library Director
MEETING DATE: October 9, 2019
SUBJECT: August 17, 2011 Minute Action Addendum to the Library Board Charter
CEQA STATUS: This action is exempt under California Environmental Quality Act Guideline Section 15301, Existing Facilities

RECOMMENDATION

Rescind the August 17, 2011 Minute Action Addendum to the Library Board Charter.

DISCUSSION

On August 17, 2011 the City Council adopted by minute action the following additional guidance regarding the powers and duties of the Library Board:

1. Act in an advisory capacity to the City Manager in all matters pertaining to the operation of a public library.
This includes (a) Board review of the annual library budget with opportunity to give feedback as it is being developed; and (b) individual member participation in the selection of staff for senior library positions, including the Head Librarian, when requested by the City Manager. In the interest of effective action in this advisory role, it is expected that the City Manager keep the Library Board informed and involved in a timely manner.
2. Act in an advisory capacity to the City Council in all matters pertaining to the operation of a public library.
This includes (a) providing input to the Council's deliberations and making recommendations regarding the annual budget; and (b) drafting and initiating resolutions pertinent to Library operations.
3. Act in an advisory capacity to the Library Staff in all matters pertaining to the operation of a public library.
This includes helping draft policies and procedures. The Board will work with the Library Staff to ensure that the Library is well managed and that it operates in accordance with the Pacific Grove City Charter as well as with policies established by the Council.
4. Engage in strategic and long-range planning for the Library through analysis of present and future needs.
This includes an annual update of the Library's strategic and long range plans to be presented to the City Manager, City Council, and Library Staff. The Library Board is responsible for development of these final plans.
5. In conjunction with Library Staff, convene an annual Library Summit and/or survey to provide the public at large an opportunity to be involved in defining the future direction of the Library. The Board will issue a report of recommendations and will discuss them with the City Council and City Manager within 90 days after the annual Library Summit/Survey.

The context of the Minute Action was this was a time when both staffing and hours at the Library had been cut. With almost all staff time devoted to keeping the Library open for the public, Library Board members had taken on Library management and planning roles that otherwise would have been done by staff. With hours and staffing at the Library restored and a Library Director in place, the Library Board feels that it is best that these activities again be the responsibility of staff and that the Board return to the duties specified originally in the Charter:

Article 26 b. Library Board.

There shall be a Library Board consisting of five members and shall have the following powers and duties:

- (1) Act in an advisory capacity to the Council and City Manager in all matters pertaining to the operation of a public library.
- (2) Recommend to the City Council the adoption of such laws, rules, and regulations as it may deem necessary for the administration and protection of the City Library.
- (3) Perform such other duties relating to the library services as the Council may require by ordinance or resolution.

Library staff agrees with the Board that planning and management are staff responsibilities under the oversight of the City Council and the City Manager rather than duties of an advisory Board. Rescinding the 8/17/2011 Minute Action would make this distinction clearer and align the Library Board more closely with other charter boards. Therefore, staff recommends that the Minute Action of August 17, 2011 be rescinded.

OPTIONS

1. Retain the Minute Action language.
2. Provide further guidance to staff and the Library Board.

FISCAL IMPACT

There is no fiscal impact to rescinding the August 17, 2011 Minute Action.

GOAL ALIGNMENT

NA

ATTACHMENT

NA

RESPECTFULLY SUBMITTED:



Scott Bauer
Library Director

REVIEWED BY:

Ben Harvey
City Manager